

# AGREEMENT

Between



**KAISER PERMANENTE®**

**KAISER FOUNDATION HOSPITALS  
AND  
THE PERMANENTE MEDICAL GROUP, INC.**



**CALIFORNIA NURSES ASSOCIATION**

**SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2026**

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## AGREEMENT

THIS MASTER AGREEMENT, made and entered into this first day of **September 2022** by and between the CALIFORNIA NURSES ASSOCIATION (hereinafter referred to as “the Association”), and KAISER FOUNDATION HOSPITALS and THE PERMANENTE MEDICAL GROUP, INC. (hereinafter collectively referred to as “Employer”), covers all Registered Nurses (hereinafter referred to as “Nurses”), in those classifications specified in Article XXIII who are employed in existing facilities of the Employer located in Northern California.

## PREAMBLE

Nurses and Kaiser Permanente agree to promote optimal patient outcomes and to adhere to applicable state and federal statutes related to the delivery of health care.

**California Nurses Association/National Nurses Organizing Committee and Kaiser Permanente agree that healthcare is a human right. The parties agree to work jointly to end racial and ethnic disparities in healthcare outcomes; promote and improve the delivery of culturally competent care; and increase the diversity of the healthcare work force. This begins with a shared commitment to put patients first.**

### 100 ARTICLE I – RECOGNITION

- 101 The Association, having established that it has been designated collective bargaining agent by a majority of the Nurses covered by this Agreement, is hereby recognized by the Employer as the sole bargaining agent representing such Nurses (including Interim Permittees; and nurses as described in NLRB Case No. 20-RC-188438 (2016)) for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.
- 102 The parties agree that competent performance of the essential functions of bargaining unit direct care Registered Nurses (RNs) and Nurse Practitioners (NPs) as determined by Registered nursing and hospital licensing law and regulation, requires the application of scientific knowledge and technical skill in the physical, social and biological sciences and the exercise of independent, discretionary judgment by the direct care RN/NP in the interest of the assigned patient.
- 103 Therefore, the Employer agrees it will not challenge the bargaining unit status of any Nurse or job classification covered by this Agreement, claim that any Nurse or job classification covered by this Agreement exercises supervisory authority within the meaning of the NLRA, assign duties to or remove direct patient care duties and responsibilities from any Nurse for

the purpose of removing that Nurse from the bargaining unit, or eliminate or remove from bargaining unit nurses the direct care responsibilities of Registered Nurses and Nurse Practitioners described in the preceding paragraph. 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.

104 Disputes concerning this provision may be referred directly to an expedited arbitration. The sole issue in any such arbitration shall be whether the Employer violated the commitments set forth in paragraph 103 of the Agreement. If the Employer is found to have violated paragraph 103, the sole remedies shall be restoration of the *status quo ante*, and a make-whole remedy for the affected bargaining unit nurses. The arbitrator shall issue a written decision within fourteen (14) days after conclusion of the hearing. No extensions shall be granted without mutual agreement.

200 ARTICLE II – COVERAGE

201 The Nurses covered by this Agreement are those Nurses who can legally practice as graduate Registered Nurses who are employed by the Employer to perform nursing service, including Interim Permittees, but excluding Nurses engaged in research activities or Nurses holding administrative or executive positions who have the authority to hire, discipline or discharge Nurses or other personnel, or to effectively recommend such action.

300 ARTICLE III – ASSOCIATION SECURITY

Section A – Required Membership

301 It shall be a condition of employment that all Nurses of the Employer covered by this Agreement shall remain members of the Association in good standing and those who are not members on the execution date of this Agreement become and remain members in good standing of the Association. It shall also be a condition of employment that all employees 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. If a Nurse has a sincerely held religious belief that prohibits him or her from joining and maintaining membership in a union, s/he may elect to pay the amount equivalent to initiation fees and monthly dues to charity in lieu of payments to CNA by advising CNA in writing of his/her religious objection and making monthly donations in an amount equivalent to CNA dues to one or more of the following charities: American Heart Association, American Cancer Society, AIDS Foundation, Planned Parenthood, Doctors Without Borders, RN Response Network (RNRN), The Multiple Sclerosis Society,



World Wildlife Fund, The Nature Conservancy and Heifer International Foundation. The Nurse must show proof to CNA of having made the contributions to charity in the amount of membership dues on a monthly basis. If a Nurse who has elected to make charitable contributions in lieu of paying membership dues requests to CNA to use the grievance-arbitration procedure on his/her behalf, CNA may charge the employee for the reasonable cost of using the procedure.

#### Section B – New Employee Notices

- 302 At the time of employment, a copy of this Agreement shall be given by the Employer to each Nurse and specific attention shall be called to the obligation of this provision. The Employer shall also give to each Nurse at the time of employment the current Association form authorizing voluntary payroll deduction of monthly dues. Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Association with a master list of all employed Nurses who are subject to the provisions of this Agreement giving the electronic data agreed to between the Parties. 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 electronic data agreed to between the Parties.

#### Section C – New Employee Orientation

- 303 The Union and Employer shall coordinate times for Association Representatives/Nurse Representatives (or designees) to meet with new bargaining unit members for one (1) hour during the New Employee Orientation period. The Employer will provide the Association Representative with New Employee Orientation schedules, subject to change, on an annual basis, and updates as they occur, including dates, times and locations of the sessions. Such time will be scheduled within the new employee orientation agenda. Local management will work with the Association to provide an area that is appropriate for the Association to meet with the new bargaining unit members.
- 304 It is further understood that, should the Association designate a Nurse Representative to meet with new employees, the Nurse Representative's time will be paid and the Nurse Representative will be released from work for the time needed to meet with employees, provided that the Nurse Representative gives his/her supervisor sufficient advance notice to enable the Employer to plan for operational and patient care needs.
- 305 The Employer will make its best efforts to provide the Association with a list of the expected RN/NP participants in orientation at least 48 hours prior to the session.

#### Section D – Maintenance of Membership

- 306 Employees who are required hereunder to maintain membership and fail to do so and employees 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 and after counseling by the facility, be given fourteen (14) days' notice of termination or shall be allowed to resign with proper notice to the facility.

#### Section E – Payroll Deduction of Association Dues

##### Written Assignment

- 307 The Employer will deduct Association membership dues from the salary of each Nurse who voluntarily agrees to such deduction 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 year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of the current Labor Agreement between the Employer and the Association, whichever occurs sooner.

##### Remittance

- 308 Deductions shall be made bi-weekly and remitted to the California Nurses Association.

#### Section F – Voluntary Political Education and Action Fund

- 309 The Employer agrees to administer a voluntary check-off of employee contributions to the Union's political education and action fund. The program shall include the following provisions:

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

- 310 The parties agree that the program will be implemented during the first six months after ratification of the Agreement based on the Employer's systems capabilities.

#### Section G – Indemnification

- 311 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 the foregoing section of this Article.

#### Section H – No Discrimination

312 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Association or activities on behalf of the Association, and the Association agrees that employees covered hereby shall be admitted to membership without discrimination. Neither the Employer nor the Association shall discriminate for or against any employee or applicant for employment covered by this Agreement, nor for purposes of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, classification, or discipline on account of race, color, religion, national origin, age, sex, or political affiliation. It is the continuing policy of the Employer and the Association that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex, sexual orientation, political affiliation, marital status, **disability, citizenship, gender identity or expression, genetic information,** medical condition, disabled veteran, veteran status, **or any other characteristic protected by law.**

313 **The Employer will meet with Association leadership once per quarter to discuss trends in discrimination and harassment complaints filed by CNA represented RNs in the bargaining unit.**

314 **To facilitate this discussion, the Employer shall review the aggregated number of CNA member initiated EEO complaints by category and the number of complaints substantiated or not substantiated.**

#### Section I – Association Assistance

315 In the application and administration of this Agreement, the Employer shall, at all times, have the right to call upon the Association for assistance in joint interpretation or discussion of any problem which affects a Nurse or a group of Nurses. The Association shall honor such requests promptly and seek, in conjunction with the Employer, a harmonious solution to such problems as may arise.

316 The Employer intends to meet its obligations under the National Labor Relations Act (NLRA) regarding changes in policies or procedures affecting terms and conditions of employment of Registered Nurses covered by this Agreement. When required, notice will be provided to the CNA Kaiser Division Director for policies and procedures that are applicable on a regional basis, and to the assigned CNA Labor Representative for those policies and procedures that are facility specific.

Section J – Association Visiting Rights

- 317 Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purposes of transacting Association business and observing conditions under which Nurses are employed; provided, however, that the Association's representatives shall upon arrival at the facility notify the Administrator or her/his designee of the intent to transact Association business. The Association representative shall advise the Administrator as to which department or areas s/he wishes to visit, and confine her/his visits to such departments or areas as agreed upon.
- 318 Transaction of any business shall be conducted in an appropriate location subject to general Hospital and Clinic rules applicable to non-employees and shall not interfere with the work of employees.

Section K – No Conflicting Agreements

- 319 No employee shall be required nor permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this collective bargaining agreement.

Section L – Nurse Representative

- 320 The California Nurses Association may appoint Nurse Representatives who shall be non-probationary employees of the facility and shall notify the facility in writing of such appointments.
- 321 The function of the Nurse Representative shall be to handle grievances and to ascertain that the terms and conditions of the contract are observed. In handling grievances, the Nurse Representative shall only deal with representatives of the facility designated to handle grievances. The facility's designated representatives are only required to meet with one (1) Nurse Representative on any grievance.
- 322 The activities of the Nurse Representatives under this Article shall not unduly interfere with the Nurse Representative's work or the work of any other employee.

400 ARTICLE IV – BULLETIN BOARDS

- 401 To ensure reasonable access to information, each facility will provide bulletin boards in central and convenient location(s) using a guideline of a minimum of one (1) bulletin board for each one hundred (100) Nurses or portion thereof on the staff. When reasonable access cannot be achieved at a specific facility within the above guideline, a representative from the Association and the Human Relations Consultant of the facility will meet to determine a mutually agreeable solution. Requests for additional bulletin

board access shall not be unreasonably denied. A designated Association representative shall be responsible for posting material submitted by the Association, a copy of which shall be furnished to the Employer before posting. The Association agrees that no controversial material shall be posted. It is further agreed that the Employer shall post position vacancies as provided in Article IX of the contract on such bulletin boards.

500 ARTICLE V – PERSONNEL CATEGORIES

Section A – Probationary Nurses

501 Regular Registered Nurses may be discharged without recourse to the grievance procedure within the first ninety (90) days of employment. Short-Hour, Temporary and Per diem Registered Nurses may be discharged without recourse to the grievance procedure until such Nurse has been employed for six (6) months or worked three hundred (300) hours, whichever comes first.

Section B – Regular Nurses

502 A Regular Nurse is defined as a Nurse who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per week. Any Nurse designated as a Regular Nurse shall accumulate and receive all fringe benefits as provided in this Agreement when the Nurse becomes, and so long as the Nurse remains, a Regular Nurse. (Regular part-time Nurses shall receive prorated benefits pursuant to paragraph 2401.)

Section C – Short-Hour, Temporary and Per diem Nurses

503 A Short-Hour Nurse is one who is regularly scheduled to work on a predetermined work schedule of less than twenty (20) hours per week.

504 A Per diem Nurse is one who is employed to work on an intermittent basis. A Per diem Nurse may be scheduled in advance in order to cover pre-scheduled vacation or education leave time for Regular Nurses. For pre-scheduled vacation and education leave shifts, Per Diems shall not be cancelled or displaced and shall not be able to exercise the 72 hour cancellation provision (para 809, 812). All other shifts shall otherwise be scheduled in accordance with Article VIII, Section B – Availability for Extra Shifts. Per-Diem employees must make themselves available to work at least four (4) shifts in any one Master Schedule which consists of two (2) consecutive payroll periods, two shifts of which, where required, must be on the weekend (pursuant to Article VII, Section G, paragraph 726 of the Agreement).

505 A Temporary Nurse is one who is hired as an interim replacement, or one who is hired for temporary work on a predetermined work schedule which does not extend beyond three (3) calendar months.

## Section D – Staff Nurse Categories

506 Following are brief descriptions of RN and NP classifications. The parties have agreed upon complete job descriptions for Staff Nurse I-IV in the inpatient setting and in the Emergency Departments, for inpatient Charge Nurse, and for Home Health Nurse I-III; the parties are continuing to review job descriptions for RNs and NPs in outpatient settings.

### 507 Staff Nurse I-IV

#### Staff Nurse I

A Nurse employed by the facility who has less than six (6) months of recent hospital, clinic or similar nursing experience.

#### Staff Nurse II

A Nurse employed by the facility who has at least six (6) months of recent hospital, clinic or similar nursing experience.

#### Staff Nurse III

A Nurse employed by the facility who has at least 5 years of clinical experience as a Registered Nurse and who meets the requirements as describe in Article XVI.

#### Staff Nurse IV

A Nurse employed by the facility who has at least 8 years of clinical experience as a Registered Nurse and who meets the requirements as described in Article XVI.

### 508 Home Health Nurse I-III

A Registered Nurse assigned responsibility for delivery of health services to patients in a home setting. Typically, such nursing care, as directed by the physician, will include administration of treatment and medication, assessment of patient's condition, teaching and supervision of patient and family in general and specific procedures essential to nursing plan for patient, coordinating the patient's needs with Kaiser and community resources and reporting the patient's progress to the physician.

#### Home Health Nurse I

A Registered Nurse who has a minimum of eighteen (18) months of applicable Registered Nurse experience within the last five (5) years, as determined by the Employer.

### Home Health Nurse II

Registered Nurse who has a minimum of two (2) years of applicable Registered Nurse experience within the last five (5) years, as determined by the Employer, of which at least six (6) months must be home health experience within a hospital-based or community-based home health agency.

### Home Health Nurse III

A Registered Nurse who has a minimum of five (5) years of applicable Registered Nurse experience within the last five (5) years, as determined by the Employer of which at least three (3) years must be as a Home Health Nurse with the Employer, or two (2) years as a Home Health Nurse with the Employer and one (1) year home health experience within a Medicare certified hospital-based or community-based home health agency and who meets the requirements as described in Article XVI.

## 509 Nurse Practitioner I-III

Nurse Practitioners will be recognized in a three step clinical ladder.

### Nurse Practitioner I

A new graduate Nurse Practitioner or newly employed Nurse Practitioner with less than twelve (12) months experience as a Nurse Practitioner. NP I shall participate in a Nurse Practitioner mentoring program within the first six (6) months of KP employment.

### Nurse Practitioner II

A Nurse Practitioner who has completed six (6) months of service as a NP I, or who has been newly hired into a Nurse Practitioner position and has at least twelve (12) months experience as a Nurse Practitioner with another employer. NP IIs shall be mentored in the Nurse Practitioner Mentoring Program. The Nurse Practitioner's manager, the Nurse Practitioner and the Nurse Practitioner's mentor shall agree on the length of the Nurse Practitioner's mentoring, which shall be based upon the Nurse Practitioner's competence in the clinical and technical job requirements.

### Nurse Practitioner III

A Nurse Practitioner clinical expert who has met the criteria as defined in the Nurse Practitioner Clinical Ladder guidelines set forth in Article XVIII.

510 Charge Nurse

A Registered Nurse who provides professional leadership and direction of department personnel necessary to maintain the efficient delivery of effective nursing care, and is responsible for managing the care/service given to a group of patients, which includes coordinating the activities of the nursing unit/department.

511 Interim Permittee

A Nurse who has been issued an Interim Permit but is not yet a licensed Registered Nurse.

Section E – Preceptors

512 A preceptor is a Registered Nurse designated by the Employer to perform that role. Qualified RNs who volunteer to be designated as preceptors will be selected by seniority to attend an Employer-provided preceptor-training program. In each department where preceptors are assigned, the Employer shall make such assignments on a rotational basis by seniority from RNs who have volunteered to be preceptors.

513 Preceptorships shall be conducted in accord with each department's established criteria, after review by the PPC.

514 To be considered for assignment as preceptor, a RN must have been employed by the Employer for at least six (6) months, shall have at least two (2) years of satisfactory experience as a RN in the relevant area of clinical expertise, and demonstrated current competency in the department which the RN is assigned. If there are no qualified volunteers in a department, and a qualified Nurse with less than two (2) years of experience who meets the other criteria of this paragraph volunteers, that Nurse may be designated and assigned as a preceptor.

515 Each RN designated to perform as a preceptor shall attend an Employer-provided preceptor-training program prior to performing those duties. Each RN shall be paid the RN's regular hourly rate for attending the training.

516 Each RN designated to perform as a preceptor shall attend an Employer-provided advanced preceptor-training program after precepting two (2) new RN graduates or after one (1) year of experience as a preceptor.

517 A RN who is designated as a preceptor to either a new employee or transfer shall receive additional compensation of **\$3.00** per hour above the RN's hourly rate for each hour that the RN is assigned to perform preceptor duties and responsibilities.



- 518 When a RN is assigned to perform preceptor duties, the preceptor and preceptee shall share a single assignment and only one of the nursing pair will be counted in the staffing mix. **The shared assignment shall be reduced during the initial precepting phase, for two (2) weeks. Reduced assignments may be extended by mutual agreement.**
- 519 The preceptor will not be called back into the staffing mix except during an emergent situation in which reasonable attempts to obtain appropriate staff resources have failed. The RN being precepted will be assigned duties as determined by the preceptor, manager and the RN being precepted. **Neither the preceptor nor** preceptee or trainee shall be floated to a different department during the preceptorship.

#### Section F – Float Department

- 520 Each Medical Center shall establish a Float Department. There shall be the option to create a Float Department in the outpatient clinics based on operational needs, with input from the RN/NP staff.

#### Purpose:

- 521 The Float Department will:

Provide hospitals and outpatient clinics a deployable, flexible RN/NP staff based on operational needs.

Provide flexible work environments for RNs/NPs.

Assist in providing sufficient staff for census fluctuations, and vacations, education, sick, and other leave replacements.

#### Principles

- 522 The Float Department shall:

Be a discrete department with benefited and non-benefited positions (full time, part time, short hour, per diem).

Have posted start and finish times.

Be above and not displacing core staffing.

Have pre-scheduled positions, hours and times in accordance with the collective bargaining agreement. Per diems will be scheduled on an as needed basis.

523 The Float Department RNs/NPs shall:

Have three (3) years' experience as a RN/NP and demonstrated competency in areas of assignment as determined by Performance Based Development System (PBDS) or unit-specific competency assessment tool.

Float to two (2) distinct nursing units and shall receive a five percent (5%) differential. Individual RNs/NPs may elect to voluntarily float to more than two (2) distinct nursing units, but shall not be required to do so. A regional task force comprised of nursing administration and RNQLs will develop guidelines to assist hospitals and outpatient clinics in identifying distinct nursing units within six (6) months of ratification of the collective bargaining agreement.

Have an orientation individualized to each member of the Float Department based on current competencies and experience level.

Be provided the opportunity to request additional shifts that shall be assigned by seniority within this department.

Be provided the opportunity to request additional shifts in other units and shall be assigned by seniority after RNs/NPs who have requested additional shifts in their own units.

Bidding rights shall be in accordance with the collective bargaining agreement, Article IX – Position and Filling of Vacancies, Section A – Posting, paragraph 901 of the agreement.

#### Section G – Voluntary Floating

##### Voluntary Floating Outside Home and/or Float Department Assignments

524 In order to expand operational flexibility, the Employer proposes implementing the following Volunteer Floating process. Kaiser Foundation Hospitals will commit to the implementation of the agreed to Voluntary Float process.

525 The Permanente Medical Group by facility, reserves the right to determine which process would best accomplish its needs, to include Float Department, or Voluntary Float; a combination of both. In the administration of this paragraph it is understood that Nurses who float shall receive 5% differential applied to the Nurse's base rate. In those facilities where floating occurs, a voluntary floating list will be maintained.

526 The minimum qualifications for floating within KFH or TPMG are Clinical Competency in a minimum of two (2) distinct nursing units.

### Order for **Voluntary** Floating to Designated Paired Units

- 527 The order for **voluntary** floating to the identified paired units will be:
- Volunteers from the Volunteer List. Selection would be by seniority without regard to rotation.
  - Volunteers who are not on the Volunteer List by seniority. Such volunteers will receive float differential for the full shift during which they were floated.
  - Registry/Travelers
  - Per Diem Nurses and Nurses working additional shifts, by inverse seniority.
  - Scheduled Nurses, working their regularly scheduled shift, by inverse seniority.

### 528 Volunteer Process

1. An initial voluntary sign-up list will be created for nurses interested in floating in the above mentioned affected units. Nurses will be notified two (2) weeks prior to the posting of the sign-up sheet which will be posted in a designated binder in each unit's conference room. The list will be made available for two (2) weeks.
2. Nurses will sign up for a twelve (12) week commitment.
3. Nurses can add themselves to the volunteer list on an ongoing basis.
4. Volunteers commit to a twelve (12) week period. Nurses may submit a notice to remove themselves from the list at any time, with a minimum of thirty (30) days notice, but must fulfill their twelve (12) week requirement.
5. An RN may request to terminate his/her twelve (12) week obligation prior to fulfilling the twelve (12) weeks which will be considered on a case-by-case basis. The Employer and the Union will meet to discuss the individual requests and circumstances. For orientation training purposes, a replacement RN will be identified prior to the termination date. Approvals will be by mutual agreement.

### Designated Float RNs by Inverse Seniority

- 529 Should the volunteer list be insufficient or volunteers decline to float, to meet the needed number of float RNs per unit as listed above, volunteers

who have not signed up on the Volunteer list will be solicited and selected by seniority; Registry and Traveler Nurses, Per diems and Nurses working additional shifts and finally regularly scheduled Nurses on the shift, by inverse seniority order will be assigned. Under no circumstances will nurses be floated prior to receiving orientation as provided for in #6: Orientation for Floating Purposes Only.

- 530 Float exemption: No **new graduate or trainee** will float **during their first six (6) months. No other nurse shall float out of their home unit during the first three (3) months.** Nurses who volunteer for an additional shift, in accordance with paragraph 810 of this agreement outside his/her home department, will not be paid Float differential.

#### Float Guidelines

- 531 The float Guidelines are developed in order to improve morale among the RNs and minimize involuntary floating in units.
- 532 1. Every nurse who floats outside her/his home unit as defined in # 5 below will be compensated with a 5% differential in accordance with Order of Floating to Paired Units, above.
- 533 2. If a nurse is floated and works overtime she/he will continue to receive the 5% differential applied to the Nurse's base pay.
- 534 3. The Employer will make every reasonable effort to avoid "double floating" and to float Nurses not more than one (1) time per shift. The employer may return the float RN to her/his home unit based on operational need. However, if the float RN is returned to the home unit she/he will not be required to float again during that shift.
- 535 4. The option to float will be provided to nurses designated and oriented as float nurses on shift and awarded to the most senior according to the "Order for Floating" language. If there are no nurses on the Voluntary Float List then the Order for **Voluntary** Floating to Designated Paired Units will apply. Under no circumstances will nurses be floated without proper orientation as provided for in #6.
- 536 5. The definition of floating will be movement from one distinct nursing unit/department/clinic to another. Examples of floating are, but not limited to, ICU to Med Surg; Med Surg to Peds or Dermatology to Emergency Department. Units/departments/clinics with the same or similar clinical competencies, but located within the same Medical Center/Medical Office Building, will not be considered part of the float pairs. Examples of non- eligible floating differential are Med Surg North to Med Surg South or from one Primary Care Unit to another Primary Care Unit.

Orientation for floating purposes only:

- 537 6. Nurses subject to floating will be thoroughly oriented into the designated float unit by a designated Staff Nurse Orienteer prior to taking a patient assignment. The Staff Nurse Orienteer will not have a patient assignment during orientation.
- 538 If needed, Nurses will be provided up to 8 hours of orientation to the paired float unit, if necessary, with the exception of ICU to CMU, ICU nurses will be provided up to 4 hours of orientation. Orientation is defined as those elements contained in the normal orientation of Nurses new to the unit and is not intended to include clinical competence training. It is expected that Nurses to be oriented to the new/additional unit/clinic already possess the required clinical competencies.
- 539 Such orientation will be conducted in small groups. No more than 4 RNs will be assigned to one Staff Nurse Orienteer for orientation.
- 540 Orientation shall not be provided to any Registered Nurse who has worked in any of the units identified within the last (6) months. Any issue related to the need for orientation for the nurse with such prior experience shall be evaluated by the RN and the employer on a case-by-case basis.
- 541 The Voluntary Float Process does not impact or affect the Multi Medical Center/Multi Site Agreement or operation of the Float Departments in the Master Agreement.

Required Competencies

- 542 To be in accordance with, but not limited to, California Statutes and the Employer's Orientation Policy.

600 ARTICLE VI – CHANGE IN STATUS

- 601 When a Nurse changes from a full-time to a part-time schedule or from a part-time to a full-time schedule the Nurse shall be subject to the following rules with respect to tenure steps and accumulation of fringe benefits:

Regular Full-time to Regular Part-time

- 602 Stay in the same tenure step.
- 603 Keep same anniversary date for tenure and benefits.

604 Carry over fringe benefit accumulation to date of change, prorated fringe benefit accumulation after date of change.

Regular (Full or Part-time) to Short-Hour, Temporary and Per diem

605 Stay in the same tenure step.

606 Further tenure step movement on next anniversary date provided Nurse meets the one thousand (1,000) hour work requirement set forth above Article XXIII Section C – Tenure Increases.

607 Pay off earned and accrued vacation for which the Nurse is eligible and pay off earned holidays that have not been paid.

Regular Part-time to Regular Full-time

608 Stay in the same tenure step.

609 Keep same anniversary date for tenure and benefits.

610 Carry over fringe benefits accumulated as of date of change; after date of change, accumulate fringe benefits at full-time rate.

Short-Hour, Temporary and Per diem to Regular Full-time

611 Stay in the same tenure step.

612 Further tenure step movement on next anniversary date provided Nurse meets the one thousand (1,000) hour work requirement set forth above (Article XXIII, Section C – Tenure Increases).

613 Starts fringe benefit accumulation at full-time rate as of date of change in status. However, if the Nurse previously was a Regular full-time or Regular part-time with no break in service, the Nurse retains for fringe benefit accumulations the same date the Nurse had when a Regular full-time or Regular part-time Nurse, adjusted forward for the length of time in Short-Hour, Temporary and Per diem status. The Nurse also in such cases retains any unused sick leave and Education Leave, accumulated while in Regular full-time or Regular part-time status.

Short-Hour, Temporary and Per diem to Regular Part-time

614 Stay in the same tenure step.

615 Further tenure step movement on next anniversary date provided Nurse meets the one thousand (1,000) hour work requirement set forth above (Article XXIII, Section C – Tenure Increases).

616 Starts fringe benefit accumulation at prorated basis as of date of change in status. However, if the Nurse previously had been a Regular full-time or Regular part-time Nurse with no break in service, the Nurse retains for fringe benefit accumulations the same date the Nurse had when a Regular full-time or Regular part-time Nurse, adjusted forward for the length of time in Short-Hour, Temporary and Per diem status. The Nurse also in such cases retains any unused sick leave and Education Leave accumulated while in Regular full-time or Regular part-time status.

700 ARTICLE VII – HOURS OF WORK

Section A – Payroll Week, Work Week and Payroll Day

Payroll Week

701 “Payroll week” as used in this Article shall mean and consist of the seven (7) day period beginning at 12:01 a.m. Sunday, or at the shift change hour nearest that time.

Work Week

702 The “work week” means the “payroll week” for all purposes, including overtime calculations.

Payroll Day

703 “Payroll day” as used in this Article shall mean and consist of a twenty-four (24) hour period, beginning at the same time each payroll day as the payroll week begins.

Section B – Straight-Time

704 The normal straight-time week's work excluding meal period shall be forty (40) hours, five (5) days. A normal straight-time day's work will consist of eight (8) hours.

Four-Shift Schedule

705 Effective April 1, 1980, Regular full-time Nurses on the night shift with one (1) or more years of service and Regular full-time Nurses on the evening shift with four (4) or more years of service with the Employer shall have the right to elect a regularly scheduled four-shift week. Such Nurses shall be compensated at four-fifths (4/5ths) of their regular weekly salary, and Article VII, Section G – Weekends Off, shall be applicable. A Nurse exercising this option shall be granted two (2) consecutive night or evening shifts off, respectively, each week. Where a facility has had a more liberal consecutive days off program for Nurses working four (4) nights or evenings a week, such more liberal program shall not be revised by reason of the foregoing provision. The Employer shall make a good faith effort to accommodate

other requests from RNs/NPs to increase or decrease scheduled hours to promote work/life balance.

#### Implementation

- 706 Regular full-time Nurses eligible to elect the above options shall be placed on such schedule as promptly as the vacancy created by the Nurse's election to reduce nights or evenings of work can be satisfactorily filled. It is the intention of the Parties, insofar as it is practical and possible, to reschedule the Nurse no later than thirty (30) days from the election notification by the Nurse to the Employer.

#### Section C – Overtime

##### No Mandatory Overtime

- 707 There shall be no mandatory overtime 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 Facility/Facilities will take all reasonable steps to utilize volunteers and to obtain coverage from other sources prior to mandating overtime.

##### Overtime Defined

- 708 If a Nurse works in excess of forty (40) hours in any one payroll week, or eight (8) hours in any one payroll day, or in excess of eight (8) hours in consecutive time excluding meal period, such Nurse shall be paid at time and one-half (1 1/2) the Nurse's straight-time rate for such work in excess of eight (8) hours, or as otherwise defined in Section E, Alternative Shifts.
- 709 Double the employee's regular straight-time hourly rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours, excluding meal period.

##### Authorization of Overtime

- 710 All overtime worked must be paid according to State Labor Law. All overtime worked by a Nurse should be authorized in advance if possible, otherwise the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the Nurse shall record the overtime on the day overtime is worked, and the reasons therefore on a record made available by the facility, and given to the Supervisor at the earliest opportunity.

##### Lunch Period and Payment for Lunch Time Worked

- 711 Full shift Nurses working the day and evening shifts who are scheduled to work eight (8) hours within a spread of eight and one-half (8 1/2) hours shall



receive not less than one-half (1/2) hour for lunch. If such Nurse is required to work during the lunch period, such lunch period shall be paid as time worked in addition to payment for the full shift and shall be deemed time worked for the purpose of computing overtime. This provision does not prevent a night shift Nurse from working eight (8) hours within eight (8) hours without a meal period and eating at the Nurse's station, so long as in such cases the eight (8) hours are compensable time.

712 Should a Nurse anticipate the inability to take a lunch break (except for night shift Nurses who have elected eight hours of work in lieu of a meal period) at the regularly scheduled time due to workload requirements, he or she shall make all reasonable efforts to notify the responsible supervisor. Should the Employer be unable to provide an appropriate lunch break, it shall comply with applicable state law governing Employer responsibilities when the lunch break is missed.

713 **It is the intent of the Employer to ensure that meal and break relief is scheduled. To that end, the Employer will make reasonable efforts to ensure:**

- **Nurses are not required to take a 15-minute break within the first 45 minutes or last hour of the shift.**
- **Nurses will not be required to take a 30-minute lunch within the first two hours of their shift.**
- **Additional break relief support to optimize break scheduling is provided as needed.**

Timekeeping

714 The uniform method of the Kaiser Medical Care Program in Northern California applies to Nurses under the jurisdiction of this Agreement. At this time a summary of the system is as follows: Time in and time out are recorded to the nearest five (5) minutes and total hours worked are recorded in hours and tenths of hours. Minutes worked in excess of an even hour will be converted to tenths on the basis of the conversion table appearing on the time card and illustrated below.

Overtime Conversion Table

715 Daily Conversion Table - Minutes to Tenths

5	.1	20	.3	35	.6	50	.8
10	.2	25	.4	40	.7	55	.9
15	.3	30	.5	45	.8		

### Inclusion of Differentials

- 716 Split shift differential shall be included in the calculation of overtime pay eligibility.

### Distribution of Daily Overtime

- 717 Daily overtime will be offered to Registered Nurses on each shift and each unit based on seniority. For the purposes of this paragraph, daily overtime is defined as not more than four (4) hours before or after the employee's regular shift.

### No Duplication of Overtime Payments

- 718 There shall be no duplication of overtime payments for the same hours worked under any of the provisions of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

### Section D – Rest Periods

- 719 Each Nurse shall be granted a rest period of fifteen (15) minutes during each half shift without deduction in pay.
- 720 Should a Nurse anticipate the inability to take a rest break at the regularly scheduled time due to workload requirements, he or she shall make all reasonable efforts to notify the responsible supervisor. Should the Employer be unable to provide a work break as described above, it shall comply with applicable state law governing Employer responsibilities when the break is missed.

### Section E – Alternative Shifts

- 721 The Parties agree that the RN/NP working a ten-hour shift in a round-the-clock unit shall work a regular eight (8) hour shift and the two additional hours shall be used either as a Resource Nurse or to fulfill other clinical responsibilities based upon unit/department requirements.
- 722 The Employer may post ten (10) or twelve (12) hour shifts in any unit in accordance with the following:

Posted ten (10) and twelve (12) hour shifts shall include shift differential in accordance with paragraph 2343 or 2344 based on the shift during which the majority of hours are worked.

RNs/NPs in a ten (10) or twelve (12) hour shift position shall be paid pro-rated holiday pay up to eight (8) hours maximum per holiday based on their FTE status for holidays that fall on a regularly scheduled day off.

All regular hours worked by a RN/NP in a ten (10) or twelve (12) hour shift will be paid at the RNs/NPs straight time rate, plus applicable differential, except when that shift falls on a contractually recognized holiday per paragraph 2801. For shifts worked on a holiday, the Nurse shall be paid in accordance with paragraphs 2813 and 2815 as appropriate, and any "additional day off" shall be ten (10) or twelve (12) hours in accordance with the nurse's regular schedule.

RNs/NPs in ten (10) or twelve (12) hour positions shall be entitled to bid on open positions at any time, without regard to the six (6) month bar in paragraph 913.

With four (4) weeks notice, if an employee working a ten (10) or twelve (12) hour shift requests a change to an eight (8) hour shift, such employee shall be returned to his/her prior unit and shift.

No medical center shall post or fill more than **30%** of its RN/NP positions as twelve (12) hour shifts under this provision without the written agreement of the Association.

#### Section F – Every Weekend Position

723 Every Weekend positions are defined as requiring the Nurse to work at least one (1) shift every weekend. All Short-Hour, Part-Time and Full-Time Nurses are eligible for Every Weekend Positions.

#### 724 Requirements for Implementation

RNs/NPs who are awarded posted Every Weekend positions will receive a 10% weekend differential in addition to their regular base wage rate for all hours worked, including non-weekend and extra hours. For purposes of this paragraph, weekend hours include all hours between the shift change time closest to 11:00 p.m. Friday and the shift change time closest to 8:00 a.m. Monday.

Positions designated as Every Weekend require the RNs/NPs to work, or be available to work, at least forty-six (46) out of fifty-two (52) weekends per calendar year (unless the RN/NP has more accrued vacation, is off work due to Workers Compensation or has a disability as defined by State law).

- 725 Under no circumstance will any RN/NP who is awarded an Every Weekend position be eligible for the third weekend penalty pay referenced in paragraph 729 of the Agreement.

### Section G – Weekends Off

#### Definition of Weekend

- 726 Except as provided in paragraph 729, a weekend means Saturday and Sunday, (Friday and Saturday for night shifts).

#### Guarantee of Weekends Off

- 727 The Employer will use its best efforts to grant each Regular full and part-time Nurse every other weekend off, and will guarantee that each Nurse will not be required to work more than two (2) consecutive weekends in a row. The above weekend off provisions may be waived on the written request of the individual Nurse. For purposes of this paragraph, “work” means time actually worked by such Nurse.

#### No Reduction of More Liberal Policy

- 728 The Employer will not change a more liberal policy now in effect.

#### Scheduling and Payment of Third Consecutive Weekends

- 729 In the administration of third weekend penalty pay, the weekend will be defined as either Saturday or Sunday (Friday or Saturday for night shift). In order to qualify for third weekend pay, the Nurse must perform work on the second of three consecutive weekend periods, i.e. any work on either Saturday or Sunday, in accordance with the provisions of this paragraph. All hours worked on the third and following consecutive weekends shall be paid at the penalty rate and payment shall be made for any time actually worked by such Nurse. The Employer reserves the contractual right to utilize employees for weekend work for which the penalty would not apply, including but not limited to (a) employees who have waived the penalty, (b) employees available for work on a non-premium basis, and (c) employees available for work on a premium (overtime) basis but not a penalty basis. If a Nurse does not waive third weekend pay when he/she volunteers for work for a weekend that occurs between two regularly scheduled weekends, and that Nurse is bypassed for the second weekend by management in anticipation of and in order to prevent the liability of third weekend penalty pay, the Parties agree that there is no contract violation. Hours worked on a scheduled Friday evening shift that normally ends after midnight Saturday morning will not count as weekend hours. However, any additional hours worked after the normal shift ends will count as weekend hours.

### Waiver in Case of Catastrophe

- 730 In the event of a major catastrophe, the California Nurses Association will waive any penalty payment provided for above.

### Section H – Rest Between Shifts

- 731 Each Regular Nurse shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the Nurse is off on the weekend or two (2) consecutive days off, and of at least thirty- one (31) hours between shifts when the Nurse is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1 1/2). This provision may be waived on the request of the individual Nurse and with the agreement of the supervisor. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph.

### Section I – Premium for Sixth (6<sup>th</sup>) Day Worked Within the Same Work-Week

- 732 Nurses assigned to a scheduled workweek of twenty (20) hours or more in a period of more than five (5) work days shall be paid at the rate of time and one-half (1 1/2) for all hours of work actually performed on the sixth (6<sup>th</sup>) day of work. Eligibility for such premium payment shall not be applicable: (1) to any Nurse who does not actually work at least twenty (20) hours in any payroll week for any reason or (2) during any week a Nurse does not actually work a sixth (6<sup>th</sup>) day for any reason or (3) if such work was established primarily as an accommodation to the Nurse. Sixth (6<sup>th</sup>) day worked within the same work week premium may be waived subject to Call Back from Stand-By.

### Section J – Premium Pay After Seven Consecutive Days of Work

- 733 A Nurse who works more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1 1/2) for each day worked or portion thereof until granted a day off. This provision may be waived on the request of an individual Nurse and with the agreement of the Supervisor as provided in Section K – Waivers, below.

### Section K – Waivers

The above Article VII, Section G – Weekends Off, Section H – Rest Between Shifts, Section I – Premiums for Sixth (6<sup>th</sup>) Day Worked Within the Same Work Week and Section J – Premium Pay After Seven Consecutive Days of Work may be waived on the request of an individual Nurse and with the agreement of the supervisor. The facility shall maintain a record of such agreement, in either electronic or paper format. Such requests for waiver

shall be in writing and the individual Nurse shall indicate the time period during which such waiver shall be in effect. The facility shall furnish a copy of such written waiver to the Nurse Representative at that facility designated by the Association for such purpose.

#### Section L – Premium Pay for Seventh Consecutive Day

- 734 Employees shall be paid at the rate of double the straight time hourly rate, including shift differential and split shift differential, for all hours performed on the seventh (7th) consecutive day worked within the payroll week.

#### Section M – Posting of Work Schedules

- 735 Nurses will be provided with a fixed schedule in no less than four week cycles with the work schedules and days off posted no less than fourteen (14) days in advance. Fixed schedules shall be consistent from month to month with a weekend pattern, where applicable, including weekends off in accordance with Section G. Fixed schedules shall be posted in designated areas of the facility as mutually agreed to by the Union and the Employer at said facility. At such time as is operationally feasible, Nurses' fixed work schedules shall be posted online.

- 736 For changes to fixed schedules, the Employer will first seek volunteers in the department who wish to change their schedule. If there are no volunteers, the Employer shall notify the Union, to include, but not limited to: the reason for the change; the potentially affected Nurses and the planned effective date. Upon the Union's request, the parties shall meet to discuss or bargain prior to the planned effective date for the purposes of identifying volunteers and/or review of scheduling alternatives that may otherwise meet the Employer's needs.

- 737 Regular work schedules shall not be changed to avoid payment of the holiday pay or overtime, or to require an extra day of work for the Nurse. This provision shall not affect Article XXVIII, Section A – Recognized Holidays, paragraph 2807, guaranteeing each Regular Nurse at least one of the following holidays off: Christmas Day and New Year's Day.

#### Section N – Reporting Pay

- 738 Nurses who are scheduled to report for work, and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment, shall perform any nursing work to which they may be assigned. When the Employer is unable to utilize such Nurse and the reason for lack of work is within the control of the Employer, the Nurse shall be paid an amount equivalent to eight (8) hours times the straight-time hourly rate plus applicable shift differential; provided that a Nurse who was scheduled to work less than eight (8) hours on such a day shall

be paid for the Nurse's regularly scheduled number of hours for reporting and not being put to work through no fault of the Nurse. The provisions of this Section shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the Nurse by telephone not to report for work at least two (2) hours before the Nurse's scheduled time to work.

- 739 The Employer shall not cancel a regular shift and then offer the canceled employee a partial shift of four (4) or more hours. The Employer can notify the Nurse that instead of him/her being canceled, a full shift is being offered but some of the hours can be for nursing duties "as assigned" at the Employer's discretion and for which the employee is qualified to perform.
- 740 It is understood that the No Cancellation Letter of Agreement shall supersede the above where conflicts exist between paragraphs 739 and/or 740 and specific provisions of the No Cancellation Letter of Agreement so long as such Letter of Agreement remains in effect.
- 741 It shall be the responsibility of the Nurse to notify the Employer of the Nurse's current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements, and the payment of the above minimum guarantee. If a Nurse is terminated and is not notified before the start of the next shift that the Nurse would have worked otherwise, the Nurse shall receive four (4) hours' pay in accordance with the provision of this Section.
- 742 If a Nurse, other than Regular full-time is called to work on what would otherwise have been a regularly scheduled day off, and if the Employer fails to give one (1) hour's notice before the start of the required shift, the Nurse shall be paid for the hours of work actually performed plus one (1) hour but not to exceed eight (8) hours pay in any one (1) shift unless the Nurse works more than eight (8) hours in that shift.

#### Section O – Absence Notification

- 743 Any Nurse who is unable to report to work on any scheduled shift shall use reasonable efforts to notify her/his supervisor of the inability to report at least two (2) hours prior to the start of the scheduled shift.

#### Section P – Travel Time

- 744 Nurses required to travel for Employer business will be paid travel time in accordance with federal and state wage and hour laws. Compensable travel time includes travel as a driver of a vehicle, or as a passenger in a vehicle or public transportation.
- 745 The employee's normal "home-to-work" commute time is not considered hours worked and is not compensable. This includes the one-way

commute leaving home at the beginning of the trip and the one-way commute returning home at the end of the trip.

- 746 If a Nurse reports to a regularly assigned work site and is then required to travel to another site to work for the day, travel time to and from the work sites is considered compensable travel time and will be paid.
- 747 If a Nurse is given a work assignment in another location, any travel time in excess of the regular “home to work” commute time is considered hours worked and is compensable travel time and will be paid.
- 748 Compensable travel time counts as hours worked for purposes of overtime calculations.

#### Section Q – Mileage

- 749 Nurses required to travel for Employer business will be reimbursed for business use of personal cars according to the Employer’s current standard mileage rate in effect at the time of travel. Reasonable costs for taxis or public transportation and other travel related expenses such as parking fees and tolls are also subject to reimbursement.
- 750 The employee’s normal “home-to-work” commute mileage is not eligible for reimbursement. This includes the one-way commute leaving home at the beginning of the trip and the one-way commute returning home at the end of the trip.
- 751 If a Nurse reports to their regularly assigned work site and is then required to travel to another site to work for the day, mileage to and from the work sites is eligible for reimbursement.
- 752 If a Nurse’s work assignment is at other than their regularly assigned work site and they travel to that other site without reporting to their normal site first, then the mileage in excess of the regular “home to work” commute mileage is eligible for reimbursement.

#### Section R - Correction of Payroll Errors

- 753 **At the Nurse’s request, an off-cycle payment shall be issued for an underpayment of eight (8) or more hours of pay due to an Employer error. Such payments shall be made by off- cycle check or direct deposit in accordance with the Nurse’s election within 72 hours. An underpayment of less than eight (8) hours will be added to the next paycheck.**
- 754 **Payroll shall make diligent efforts to verify and correct any payroll errors that are reported to or otherwise become known by Payroll. If**



**Payroll is not able to verify an error within the designated time period, the Nurse(s) who reported the error shall be informed within the designated time period of the reasons for the delay in resolving the error.**

755 **Employee vacation, sick, and education leave accrual hours and balance will be displayed on Employee payslips.**

800 ARTICLE VIII – SENIORITY

Section A – Seniority, Accumulation and Application

801 Regular Nurses and Short-Hour, Temporary and Per diem Nurses shall have equal seniority for transfers, promotions, and layoffs based upon their bargaining unit seniority.

802 Regular Nurses shall accumulate seniority based upon length of continuous service with the Employer under this Agreement. Effective September 1, 2002, Short-Hour, Temporary and Per diem Nurses shall accumulate seniority on the basis of eighty-seven (87) hours of work equaling one (1) month's seniority credit, for hours worked after September 1, 2002 except that no Nurse shall receive more than one (1) month's seniority credit in any one (1) calendar month. Credit for hours worked prior to September 1, 2002 shall be on the basis of one hundred forty five (145) hours work equaling one (1) month's seniority credit. When a Nurse changes status, the following adjustments shall apply with respect to seniority accumulation:

Effective September 1, 2002, a Regular Nurse whose status is changed to Short-Hour, Temporary and Per diem shall have seniority earned as a Regular Nurse credited to Short-Hour, Temporary and Per diem status on the basis of one (1) month equaling eighty-seven (87) hours for all hours worked after September 1, 2002. Seniority credit for hours worked prior to September 1, 2002 shall be credited on the basis of (1) month equaling one hundred forty five (145) hours.

Effective September 1, 2002, a Short-Hour, Temporary and Per diem Nurse whose status is changed to Regular shall have her/his seniority earned as a Short-Hour, Temporary and Per diem Nurse credited to Regular status on the basis of eighty-seven (87) hours worked after September 1, 2002 equaling one (1) month's service. No Nurse shall accumulate more than one (1) month's service in any one (1) calendar month. Seniority credit for hours worked prior to September 1, 2002 shall be credited on the basis of one (1) month equaling one hundred forty five (145) hours.

803 Implementation of the new seniority system shall occur on June 1, 1978, retroactive to January 1, 1978, subject to the following provisions:

All Regular Nurses on the payroll as of January 1, 1978, shall receive prior seniority credit as a Regular Nurse back to the date of hire.

All Short-Hour, Temporary and Per diem Nurses on the payroll as of January 1, 1978, shall receive prior seniority credit as a Short-Hour, Temporary and Per diem Nurse at the rate of eighty (80) hours seniority credit for every calendar month back to the date of hire.

804 Effective September 1, 2002, such hours of seniority credit shall then be added to the number of hours of seniority credit accumulated after January 1, 1978 pursuant to paragraph 802. The total number of hours shall then be divided by one hundred forty five (145) for all hours worked before September 1, 2002 in order to determine Registered Nurses' total months of seniority credit for all hours worked before September 1, 2002. For hours worked after September 1, 2002, the total number of hours to determine seniority credit shall be divided by eighty seven (87) to determine the total months of seniority credit accumulated after September 1, 2002.

805 Bargaining unit seniority as defined above shall apply within the department, facility and bargaining unit respectively for all Nurses as follows:

Department

806 A department is defined as a unit such as Pediatrics, OB, ICU, ER, Dermatology, OR, etc. Each entity shall establish the department applicable to its particular operations. A clinic which has been identified by the Employer as a Functional Unit shall be considered a single department.

Facility

807 A facility is defined as a medical center and its associated Medical Office Buildings and satellite clinics, such as Oakland, Richmond, Hayward, etc., or a Call Center.

Bargaining Unit

808 The bargaining unit is defined as all Nurses covered by this Agreement.

Section B – Availability For Extra Shifts

809 Registered Nurses who wish to work additional shifts beyond their regular schedules may express their availability in accordance with each facility's Availability Policy. Availability for the purposes of this document means that any Nurse expressing availability for any shifts agrees to work if scheduled.

Such availability for a scheduled shift shall remain in place unless modified or withdrawn by the Nurse pursuant to facility policy prior to seventy-two (72) hours before the commencement of the shift.

- 810 Nurses who have made themselves available shall be selected to work extra shifts based upon scheduling needs and seniority in accordance with the following priority:

First to employees available on a straight time basis in the following order:

- Employees in the same department and shift;
- Employees in the same department, other shifts;
- Float Department employees, same shift;
- Float Department employees, other shifts;
- Other employees from the facility;
- Employees from another Kaiser facility.

Second to employees available to work on an overtime basis by seniority in the same order as above, but in the following sequence according to the least amount of overtime pay:

Employees available to work at time and one-half (including daily or weekly overtime, 6th consecutive day in a payroll week, eighth (or more) consecutive day).

Employees available to work at double time (including double shifts, hours in excess of 12, seventh day in a work week).

Prior to offering third weekend penalty pay, the facility may offer extra shifts to Nurses who have not indicated formal availability. Registry and travelers may be offered extra shifts only after the above process has been followed and has not been successful in assigning the extra work.

Finally to employees available to work for third weekend penalty pay, by seniority in the same order as above.

- 811 When determining the priority order for awarding extra shifts under Section 810, the Employer may give first priority to employees who will not work overtime, as defined in Section 708 and 709 of the CBA, at any time during the workweek that includes the extra shift. Employees who would work overtime at any time during the workweek that includes the extra shift may be given second priority. The rules set forth in Section 810 will determine the priority order as between employees within either of these groups. (Appendix P – Extra Shifts 2014-2017 Collective Bargaining Agreement).

- 812 Nurses who have made themselves available shall be able to exercise their seniority up to 72 hours prior to the beginning of the shift. As of seventy-two (72) hours prior to the shift, Nurses selected in accordance with the above priority shall be confirmed to work. Previously scheduled but less senior Nurses who are displaced under this provision shall be so notified by the Employer immediately upon displacement. Nurses confirmed to work at seventy-two (72) hours shall be expected to report to work as scheduled.
- 813 A Nurse who removes his or her availability at time of confirmation shall be relisted for availability purposes in the least senior position, unless such Nurse resubmits availability for the desired shift to the staffing office in accordance with facility policy.
- 814 Nurses who are not confirmed at seventy-two (72) hours shall remain on the availability list until the shift commences, but such Nurses shall not have any displacement rights over junior Nurses that have been previously confirmed. Selection of any employees to work after the seventy-two (72) hour period shall continue to be as provided for in paragraph 810, above.

#### Section C – Breaking A Seniority Tie

- 815 If two (2) Nurses have the same seniority date, the following method shall be implemented for breaking any seniority ties:

First, by using the last four (4) digits of the Registered Nurse's California Registered Nurse License number, with the lower number being considered the more senior Nurse; and, if this is not resolved,

Second, by using the full California Registered Nurse license number, with the lower license number being considered the more senior Nurse.

#### Section D – Layoff and Recall

- 816 A layoff, as referred to above in Section A – Seniority, Accumulation and Application, is defined as an involuntary change to unpaid status of more than fourteen (14) consecutive days. A cancellation involves any reduction of a day or less of work. A short term reduction in force involves any reduction of more than one but less than 14 days.

#### Reduction in Force of Less than Fourteen (14) Days

- 817 For short term reductions in force, scheduled hours will be reduced or canceled in the following order in the affected department:

Registry personnel.

Volunteers to reduce or cancel hours.

Nurses with the least bargaining unit seniority (inverse seniority) in the following group: Per diem and Temporary, Regular and Short-Hour working beyond regular schedule (extra hours or days) in that payroll week.

Nurses with the least bargaining unit seniority (inverse seniority) in the following group: Regular and Short-Hour working regular scheduled hours.

- 818 Nurses who are involuntarily reduced shall be offered work within her/his facility that is being performed by Registered Nurse registry personnel provided such Nurse is qualified to perform the work.
- 819 Nurses who volunteer or are involuntarily reduced shall have the option (if applicable) to take earned vacation, a holiday, compensatory time, or unpaid leave of absence.

#### Layoffs

- 820 In the event of a layoff, on the request of the Association or the Employer, the Parties shall investigate the feasibility of a work-share arrangement among Nurses, and may, by mutual agreement, institute such a work-share arrangement. If no agreement is reached on a work-share arrangement, Nurses who are laid off shall have seniority among themselves and shall be given first preference for position vacancies in the Northern California Region provided that the Nurse is qualified to fill the vacancy. [See paragraph 4127 for effects of disciplinary actions on transfer requests.]
- 821 In the event the Employer implements a layoff of sixty (60) days or more, the Employer will notify and meet with the Association at their request prior to layoff to discuss the layoff and retention procedures specific to that situation. In any such layoff, the Employer will retain Patient Care Coordinator Case Managers based on their department seniority within the facility. Work will be reassigned by the Employer provided the Patient Care Coordinator Case Manager is qualified to perform such work. In the event of a layoff, The Employer is under no obligation to reassign, orient, train, or cross-train a Staff Nurse I-IV, Home Health Nurse I-II, or Nurse Practitioner I-III to work as a Patient Care Coordinator Case Manager.
- 822 Laid off Nurses shall retain seniority and preference rights for: Twelve (12) months; or

Until the Nurse has been placed in a permanent position of like status, classification and pay held prior to layoffs, or has opted to accept a position in a different status, classification, and/or pay; or

Until the Nurse has refused recall to a position of like status, classification and pay held prior to layoff within the facility, whichever occurs first.

While on layoff, the Nurse may elect per diem status without affecting her/his preference rights under this provision.

#### Preference Rights

- 823 Whenever a Nurse is laid off, prior to the actual last day of work of such Nurse, the Employer will request that the Nurse submit a transfer request form for each facility (hospital or medical office) at which the Nurse would like to be considered for potential vacancies, should they become available after the Nurse is laid off. Laid off nurses shall be assisted in accessing Kaiser Permanente's available internally posted position(s), upon request, for a period of twelve (12) months after the layoff date.
- 824 Nurses shall be recalled in the inverse order of layoff.

#### Section E – Extended Layoffs

- 825 In the event the Employer implements a layoff of sixty (60) days or more, the Employer will notify and meet with the Association to discuss layoff and retention procedures specific to that situation. In any such layoff the Employer will retain Nurses based on their bargaining unit seniority within their assigned entity (hospital or clinic) and reassign the work provided the Nurse is qualified to perform such work.
- 826 It is agreed that the reassignment selection process in the affected units will be based on seniority and the ability to be oriented, cross-trained, or trained within a reasonable period (see below) to perform available work as referenced above.
- 827 It is agreed that the definitions for orientation, cross-training, and training are as follows:

Orientation consists of up to five (5) days, depending on the competency of the individual, and the needs of the patient and unit. This generally represents moving between similar units.

Cross-training consists of up to eighty (80) hours and generally represents cross-training to a more specialized (similar) unit, or for Nurses with previous experience in a more specialized area.

Training consists of more than eighty (80) hours and no more than three months. The Parties agree that Nurses who require training shall only be reassigned to such units contingent on an expectation

of success in such training within three (3) months or less. Nurses who require more than three (3) months training at the time of reassignment shall not be reassigned to such departments or units. Departments or units that meet these criteria include, but are not limited to, Critical Care, Labor and Delivery, Emergency, Oncology, GI Procedures, Surgical Services and Mental Health. The Parties shall determine if additional departments or units at a hospital or outpatient clinic where a layoff is to occur meet these criteria and should be subject to the same restrictions. The Employer may, but is not required to, provide additional training in order to enable a Nurse to be eligible for an assignment that requires training under this paragraph.

- 828 The Parties agree that the Employer will provide an evaluation forty-five (45) days after completion of orientation, cross training, and/or training to assess the employee's competence.

The Employer agrees to provide regular performance feedback to the Nurse during the training period.

If during the training period management determines that a Nurse is not successfully progressing through the training period, and concludes that additional training will not be successful, or at the conclusion of the training period the Employer determines that a Nurse failed to meet the objectives of the training/orientation program required for the new position, the Nurse will be assessed for competence to perform the job. The Employer has the right to lay off such Nurse without regard to bargaining unit seniority, provided there are no open positions for which the RN is qualified. The Employer will meet with the Union to identify all reasonable alternative placement options and make a good faith effort to agree on such placement prior to laying off the Nurse. Nothing herein shall preclude the Association from filing a grievance on behalf of the affected Nurse.

- 829 Recall of an employee who is laid off shall be in accordance with Article VIII, paragraphs 820-824.

#### Section F – Non-Registered Nurse Experience

- 830 Newly classified Registered Nurses who have had previous experience with the Employer in a Kaiser Permanente facility covered by this Collective Bargaining Agreement in a nursing classification shall be given prorated seniority credit on the basis of one (1) year's seniority for every three (3) years of continuous service with the Employer in such a nursing classification. The nursing classifications that are eligible for credit are: LVN, CNA, Nursing Assistant (or Care Partner), certified personnel such as Respiratory Techs and X-Ray Techs, and other classifications or

individuals whose experience is relevant and mutually agreed upon by the Parties.

900 ARTICLE IX – POSITION POSTING AND FILLING OF VACANCIES

Section A – Posting

- 901 Registered Nurse positions under this Agreement which are permanently vacated or newly created in a given entity shall be posted on the bulletin board for one (1) day within the department in which they occur. Nurses within the department shall be given preference in filling such position on a seniority basis. If the position is not filled from within the department in accordance with the foregoing, the vacancy shall be posted on bulletin boards for five (5) days in the facility where it occurs, and shall be simultaneously posted on Kaiser Permanente's internet job site. The Employer's obligation to post on bulletin boards for 5 days in the facility expires at the **end of the 2022-2026** contract.
- 902 Written requests for a change in shift or scheduled hours within the same classification and department shall be considered an automatic/open bid for shift change or scheduled hours for ninety (90) days following submission of such request to her or his manager. Automatic/open bids under this provision shall only be applicable to one (1) day department postings within the RN/NP's department, and shall be subject to the limits on applications set forth in paragraph 913.
- 903 Applicants who successfully bid on a posted position shall be transferred to the new position as soon as reasonably possible subject to operational requirements. Under no circumstances shall the transfer be delayed more than one (1) month from the time the position is awarded unless by mutual agreement between the Parties.
- 904 For the purposes of this Section only, a Short-Hour, Temporary and Per diem Nurse shall fulfill the requirement of six (6) months in a department upon completion of five hundred twenty (520) hours of work in that department.
- 905 All Short-Hour, Temporary, Per diem Nurses, or Nurses assigned to a float pool department position who begin work in a given department shall become eligible for bidding on vacancies within that Department after completion of five hundred twenty (520) hours therein. The Nurses referenced above who fulfill the five hundred twenty (520) hour requirement within one department shall retain seniority rights in that department as well as the float department. Nurses shall forfeit those seniority rights in any such department where no work is performed within a calendar year. The intention of this Section is solely to establish twenty-four (24) hour bidding rights for all Nurses whose exclusive assignment is to float.



- 906 If the Employer determines that specialty training positions (including but not limited to OR, ED, L&D, ICU, WOC, etc.) are required due to vacancies and/or lack of fully-qualified RNs, such positions will be posted as Staff Nurse positions in accordance with paragraph 901 and filled in accordance with paragraphs 908 and 909. Such postings will include the permanent shift assignment and schedule for the position, and the actual training schedule which may be different. RNs who already meet the standard minimum requirements for the positions shall not have to complete the training course. Successful applicants for the training positions shall be transferred in time for commencement of the training program.

#### Section B – Special Notification to Absent Nurses

- 907 For Nurses on vacation or leave of absence who have requested such in writing, notices of vacancies shall be sent to an address indicated by the Nurse. A Nurse who is on leave of absence in excess of thirty (30) days and is granted the position must be available to return to work within at least fourteen (14) days from the date of the posting of the position if required by the facility.

#### Section C – Preference in Filling Vacancies

- 908 Nurses employed by the Employer may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis provided the Nurse is qualified to fill the vacant position. A Nurse may determine the status of her/his transfer request or outcome of a posted position by logging onto the Kaiser Permanente internet job site or contacting the local Human Resources Staffing/Recruitment Office. [See paragraph 4127 for effects of disciplinary actions on transfer requests.]
- 909 The order for awarding bids is first to the one day departmental posting and second to the facility wide (KFH and TPMG) five (5) day posting. Vacancies remaining unfilled following the five (5) day facility posting shall be filled from among qualified internal applicants, if any, on a seniority basis regionally before outside applicants are considered. It is understood that for the purposes of expediency the five (5) day facility posting and the regional five day posting shall be administered simultaneously.
- 910 For purposes of the five (5) day facility bids, the following groupings shall apply.

For the Multi-site and Multi-Medical Center premiums, in accordance with paragraph 2347, compensation for the Multi-site agreement is a 2% differential paid when working in multiple *lettered* locations. Compensation for the Multi-Medical Center agreement is a 5% differential paid when working in multiple numbered locations.

MED CENTERS AND MOBS A			SATELLITES B
1	Antioch	Antioch Main Deer Valley Sand Creek Hillcrest	Delta Fair
2	Fremont	Fremont Main	<b>Center for Reproductive Health Mental Health &amp; Wellness/Psychiatry (Civic Ctr)</b>
3	Fresno	Fresno Main <b>Cedar &amp; Spruce</b> First Street	Oakhurst Selma Clovis
4	Manteca	Manteca Main	Tracy <b>Lathrop</b>
5	Modesto	Modesto Main Bangs Ave Dale Rd	Stockton
6	Oakland	Oakland Main 1950 Franklin	Alameda <b>Berkeley</b>
7	Redwood City	Redwood City Main <b>Marshall</b>	San Mateo
8	Richmond	Richmond Main	Pinole
9	Roseville	Roseville Main Sierra Gardens Riverside Professional Drive Lava Ridge East Roseville Pkwy Gibson Dr	Folsom Lincoln
10	Sacramento	Sacramento Main Fair Oaks Point West G Street Howe Watt	Rancho Cordova Davis Downtown Commons (2018)
11	San Francisco	San Francisco Main French Campus <b>425 Mission</b>	Mission Bay <b>939 Ellis</b> <b>1700 California</b>

MED CENTERS AND MOBS A			SATELLITES B
12	San Leandro	San Leandro Main	Union City Union City Landing Hayward – Sleepy Hollow <b>Mental Health &amp; Wellness/Psychiatry (Davis St)</b>
13	San Rafael	San Rafael Main 100 & 111 Smith Ranch Rd. Downtown 3 <sup>rd</sup> Street Mill Valley Las Gallinas <b>San Rafael Park</b>	Novato Petaluma
14	Santa Clara	Santa Clara Main (Homestead) Arques Bldg	Campbell Milpitas Mountain View Skyport (2018)
15	Santa Rosa	Santa Rosa Main Round Barn MOB 4 & MOB 5	Rohnert Park Mercury Way 1 (2018) Mercury Way 2
16	San Jose	San Jose Main Cottle Road Via Del Oro	Gilroy Scotts Valley Santa Cruz Watsonville
17	So San Francisco	So San Francisco Main Bay Hill 1200 El Camino San Bruno	Daly City Pacific Plaza Oyster Point
18	So Sacramento	So Sacramento Main Wyndham Drive South Valley Center	Elk Grove Big Horn Elk Grove Promenade <b>West Stockton Boulevard</b>
19	Vacaville	Vacaville Main	Fairfield <b>Chadbourne</b>
20	Vallejo	Vallejo Main Park Place	Napa
21	Walnut Creek	Walnut Creek Main	Martinez

MED CENTERS AND MOBS A		SATELLITES B
	Stanwell 710 Broadway Lilac	Livermore Park Shadelands Pleasanton <b>Hopyard Road</b> San Ramon <b>Dublin Hub</b>

\* Any MOB with a service line connecting the Medical Center department and the MOB department as a single department shall have one (1) day bidding rights.

Section D – Other Sources

- 911 If during the five (5) days posting period there is no application for the permanent vacancy or newly created position by any Registered Nurses employed by the Employer, the facility may fill the position from any source.

Section E – Temporary Filling of Vacancies

- 912 The above does not prevent the Employer from filling the vacancy on a temporary basis for a temporary period up to a maximum of ninety (90) days unless such temporary period is extended by mutual consent. The Association agrees that it will not unreasonably withhold consent to extending the temporary period.

Section F – Limits on Applications/Six Month Bar

- 913 A Registered Nurse employed by the Employer who applies for and is awarded a posted position may not apply for another vacancy, except for a change in shift or scheduled hours within the same classification and department, before six (6) months unless there is mutual agreement among the Employer, the Nurse, and the Association. If no other Nurses apply for such later vacancy within its five (5) day posting period and the Employer would otherwise have to go outside to hire, the six (6) month bar provided for in this Section shall be waived. Nurses who would have otherwise been prohibited from bidding upon the vacant position due to the six (6) month bar, and who are otherwise qualified in accordance with Section C – Preference in Filling Vacancies above, will then be considered for the position, provided they submitted a bid for the position during the five (5) day posting period.

### Section G – Registered Nurse Interviews

- 914 When employees of Kaiser Permanente obtain their Registered Nurse license, apply for and meet the posted requirements of a Registered Nurse position covered by this Agreement, they will be interviewed.
- 915 Registered Nurses currently employed at Kaiser Permanente, upon obtaining their masters degree in nursing and NP certification, will be eligible for an informational interview with the Nurse Executive and/or DONP to explore career opportunities. The Employer will advocate for and make its best effort to assist the NP to identify job opportunities that take into consideration the NP's past nursing experience, educational preparation and clinical rotations.
- 916 This procedure shall not constitute a commitment to hire the employee and the employee shall not have recourse through the grievance procedure of this contract should they be declined for employment as a Registered Nurse/Nurse Practitioner.
- 917 Once a month each facility will notify the Association of any vacancies in Nurses' positions subject to this Agreement which have not been filled through the posting provisions of Article IX – Position Posting and Filling of Vacancies, and which have remained vacant thereafter.

## 1000 ARTICLE X – REGISTERED NURSE VACANCIES AND REPLACEMENTS

### Section A – Overutilization

- 1001 If a Nurse works a consistent amount of additional hours/shifts each week for a period in excess of **ninety (90)** days, not including time specifically identified for vacation and/or education leave replacement, and it is reasonable to expect the work to continue, the Association shall have the right to require the Employer to post and fill the position, with adequate notice, in accordance with Article IX.

### Section B – Vacancies Not Filled

- 1002 If a Registered Nurse position under this Agreement becomes permanently vacant and is not filled, the Association may request discussion of the vacancy with the facility. If the Parties cannot agree, the issue shall be submitted to the grievance procedure. If the issue goes to an arbitrator, s(he) shall not have jurisdiction to order the vacancy filled if the vacancy has been caused by a curtailment at the facility which affects nursing service. Nor shall s(he) have jurisdiction to order the vacancy filled unless other causes advanced by the facility prove to be unjustifiable.

Section C – Vacancies Filled by Non-Registered Nurse

- 1003 If a Registered Nurse under this Agreement is permanently replaced by other personnel, the grievance procedure shall be applicable only if the resulting total nursing duties and responsibilities assigned by the facility to the remaining Registered Nurses are unreasonable. Please refer to Appendix C, Jurisdiction, for related materials.

Section D – Coverage of the Contract

- 1004 Nothing contained herein shall supersede the definition of the collective bargaining unit contained in Article II – Coverage of Contract.

1100 ARTICLE XI – NEW TECHNOLOGY

- 1101 The Parties understand that the Employer may introduce new technologies **or modifications to existing technologies** to improve the quality and efficiency of care provided to its patients and that the overriding principle governing the introduction of such technologies shall be the provision of the highest levels of patient care in terms of the patients' health and safety.

- 1102 The Parties agree that such technologies shall not be used to replace Registered Nurses in the delivery of patient care, nor to interfere with the exercise of Registered Nurses' clinical judgment, nor to undermine their ability to perform their professional responsibilities, nor to inhibit their ability to provide safe therapeutic and effective care, nor to require them to practice in any manner that places their professional nursing license in jeopardy.

- 1103 The Employer **shall** notify the Association prior to implementing **or piloting** new information technologies that affect the practice of Registered Nurses, and at the Association's request will work with the Association to establish a joint committee to develop operational standards to ensure that the technology is implemented in a manner that is consistent with these principles.

- 1104 **At any time during the pilot process, or at the completion of the pilot, upon the Association's request, the parties shall reconvene to ensure any further implementation remains consistent with this section.**

1200 ARTICLE XII – STAFFING RATIOS

- 1201 The Employer and the Association shall work together in good faith to implement appropriate staffing levels for all patient care units covered by **California Department of Public Health (CDPH) enforced** staffing ratio regulations in **California Code of Regulations, Title 22**. The Employer shall meet the **Title 22** regulations regarding minimum staffing

ratios in every applicable unit. The Employer shall make reasonable, good faith efforts to exceed the **Title 22** ratios. In addition to providing direct patient care, a Registered Nurse shall be accountable for coordinating care for each patient, each shift, providing an effective transition of care between shifts and care settings, and for clinically directing the work of LVNs and unlicensed nursing staff.

1202 All patients in Inpatient Units and Emergency Departments shall be assigned to a Registered Nurse as intended in **Title 22** staffing ratio regulations and in accordance with her/his professional judgment, assigning patient care tasks and responsibilities to LVNs and other patient care staff as appropriate.

1300 ARTICLE XIII – STAFFING

Section A – Orientation

1301 As a general practice newly hired Nurses will not be counted in the regular staffing complement during orientation or portions thereof as designated in advance by the Employer; and when being precepted will share a single assignment with their preceptor, provided, however, that the Employer shall determine the duration and scope of orientation to be given based upon the Nurse's prior experience and/or training. Exceptions to this general practice may occur, provided that such exceptions shall not be unreasonably made. Within ninety (90) days of ratification of this Agreement, each facility shall, upon request, make available for review by the California Nurses Association its orientation practices relative to newly hired Nurses, and subsequently if the facility changes these practices.

Section B – Specialty Units and Other Areas

1302 The Employer and the California Nurses Association recognize that Nurses may or may not have training and/or experience in Intensive Care Unit (ICU), Burn ICU, Respiratory ICU, Intensive Care Nursery (ICN), Coronary Care Unit (CCU), Post Anesthesia Recovery Room (PAR), Renal Dialysis, or in other areas where special training and/or experience may be needed. Except in case of emergency, Nurses without appropriate training and/or experience shall not be assigned to such areas. Nurses may, however, be assigned ICU, Burn ICU, Respiratory ICU, ICN, CCU, PAR or Renal Dialysis for training purposes.

1303 In order to provide a greater number of qualified personnel for temporary assignment to such specialized areas, the Employer shall:

Provide an inservice program or other program for Nurses on staff,

Utilize a pool of Regular and Short-Hour, Temporary and Per diem Nurses qualified to be assigned to such units as relief.

Section C – Sequence of Assignment

- 1304 In accordance with applicable departmental or facility policy, Travelers and Registry RNs shall be required to float before any other RNs in that unit must float. See paragraph 525, Voluntary Floating for additional information.

Section D – Charge Nurse Assignment

- 1305 When Charge Nurses or Nurses working relief in higher classification are scheduled in inpatient and Emergency Departments, they shall not be scheduled for primary care assignments.

Section E – Home Health Care Level System

- 1306 The Parties shall establish and agree upon a Care Level Point System which shall be used for the sole purpose of determining day-to-day staffing requirements in order to provide safe, therapeutic, quality care to Home Health patients. Such system is designed to predict the necessary RN staffing to ensure that there is sufficient staff to cover all daily home visit requirements for Registered Nurses functioning in the Home Health environment. In the event that actual patient care hours and travel time exceed the predicted daily schedule for an individual Home Health Nurse, the Nurse shall contact his/her supervisor when it becomes evident that her/his schedule is in jeopardy, in order to obtain assistance and relief as necessary to meet patient needs. See Home Health Care Level System – Side Letter I.
- 1307 Each party retains the option to initiate a re-evaluation of any aspect of the Care Level System pursuant to the process described above on a semi-annual basis. Neither party can exercise this option less than six (6) months from a previously requested re-evaluation.

PATIENT CLASSIFICATION SYSTEM

- 1308 **As required by law, the Employer shall implement and maintain a patient classification system for determining the nursing care needs of individual patients that reflects the assessment, made by a registered nurse, of patient requirements and provides for shift-by-shift staffing based on those requirements.**
- 1309 Acuity Score Transparency: The Employer agrees to make the unit acuity score available to nurses on each unit, each shift.



1310 At the start of the shift, nurses are encouraged to discuss concerns about acuity with the nurse manager.

1311 **The Employer will implement and maintain a Region-wide Patient Classification System committee structure to support standard approaches to system maintenance or changes, validation process and educational materials.**

1312 The committee structure for the Patient Classification System shall be as follows:

- a. Classification System Liaison: Each of the following service lines shall have one Registered Nurse designated as a Classification System Liaison per campus, where such service lines exists: (1) Maternal Child Health, (2) Pediatrics, (3) Adult Intensive Care, and (4) Medical-Surgical/Telemetry.
- b. The Registered Nurse serving as the Classification System Liaison is expected to perform his or her regular job duties when she/he is not in committee meetings or educating her/his service line.
- c. Classification System Liaisons shall be selected by the Union from the bargaining unit and must meet the following criteria:
  - i. Work a minimum of 8 hours a week providing direct patient care in the designated service line.
  - ii. Designation of a Registered Nurse as a Classification System Liaison will run for 24 consecutive calendar months (24 months is a single rotation). A Registered Nurse will not act as a Classification System Liaison for consecutive rotations. Registered Nurses may be designated for subsequent rotations as a Classification System Liaison after 48 months have lapsed since their prior service.
- d. Committee Meetings for the Classification System Liaisons:
  - i. Campus Meeting: The Employer will hold a campus-wide meeting at each campus annually to comply with California Code of Regulations (CCR) Title 22. One Classification System Liaison per service line from that campus (minimum of two, and maximum of four), **additionally one (1) RN representative from the Emergency Department, and one (1) RN representative from the Perioperative Department**, will meet with Chief Nurse Executive and the Facility Patient Classification Manager. This meeting will last no more than eight hours.
  - ii. Regional Service Line Meeting: The Employer will hold Region-wide service line meetings, twice annually, for the following service lines: Maternal Child Health, Pediatrics, Adult Intensive Care, and Medical-Surgical/Telemetry, to discuss service line related feedback, changes in the patient

classification system and education plans. Each meeting will last no more than eight hours.

1. **Service Line Education and System Quality Review** by Classification System Liaison: Each Classification Liaison shall be given **two** eight hour shifts **quarterly to provide service line education and system quality reviews in collaboration with the local facility Patient Classification Manager.**
  2. Educational time must be scheduled in advance with the unit manager. The Employer will make a good faith effort to comply with all timely requests.
  3. **Liaison shifts must be provided each quarter except in emergent circumstances, such as internal/external disasters. Cancelled days will be promptly rescheduled.**
- iii. **Regional Meeting All Service Lines:** The Employer will hold Region-wide meetings across service lines, twice annually to discuss system performance, reporting and analytics, **and to plan the annual validation survey process.** Each meeting will last no more than eight hours.

1313 **The Employer shall provide Classification System Committee members notification of planned Patient Classification System maintenance, upgrades or changes and the known content of those changes, in advance of implementation. Recommendations from the committees for system enhancements may be integrated into these system updates.**

1314 **The Employer shall conduct an annual validation survey of the Patient Classification System, in collaboration with the Classification System Liaisons. The Campus Committees at each hospital shall review annually the reliability of the system for validating staffing requirements, using the outcomes of the annual validation survey for the site.**

1315 **Classification System Education**

**The Parties agree that there shall be established a Regional Classification System Education Subcommittee comprised of eight (8) Classification System Liaisons, one from each designated service line noted in pp. 1312(a), appointed by CNA from the group of approved Classification System Liaisons. The subcommittee members shall meet with Regional leadership for eight (8) hours quarterly to plan standardized education for use by the broader Classification System Liaisons during their local education and system quality review days.**

**The Regional Classification System Education Subcommittee will create a Classification System New Employee Education Plan. The Plan will include guidelines developed by the Regional Classification System Committee for training new employees. New employee training will include, but will not be limited to, topics such as Classification System basics, including responsibilities of the staff nurse and management related to the use of the Classification System. All new RNs will receive training during new employee unit orientation. Regionally developed training modules will be implemented in each facility. During New Hire Orientation, the Employer will provide new orientees with opportunities for interactive question and answer sessions with service line classification system liaisons and/or a facility acuity manager. The Nurse Executive in each medical center will ensure that Classification System training occurs for all RNs utilizing the system at least annually.**

1400 ARTICLE XIV – PROFESSIONAL PERFORMANCE COMMITTEE

Section A – Establishment of Committee

1401 A Professional Performance Committee shall be established at each facility as defined in this contract. Within a facility, a second Professional Performance Committee shall be established for TPMG Registered Nurses and a third PPC for Nurse Practitioners. Nothing in this Article shall be construed to restrict current practices in existence at any facility or medical office building as of August 31, 2002.

Section B – Intent

1402 Each facility recognizes the responsibility of the Professional Performance Committees to recommend measures objectively to improve patient care, personnel utilization, health and safety, staffing and nursing practice. Each facility will duly consider such recommendations and will so advise the Professional Performance Committee of actions taken.

1403 Responses to specific Professional Performance Committee suggestions or recommendations shall be given in writing. Such responses shall be made in a timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the Director of Nursing Practice/Nurse Executive and the Professional Performance Committee.

Section C – Membership

Staff Nurse Professional Performance Committees

1404 The inpatient Professional Performance Committee, which shall include the Emergency Department, and the outpatient Professional Performance Committee shall be composed of Registered Nurses employed at the facility

and covered by this Agreement. The committee members shall be elected by the Registered Nurse staff at the facility. The Registered Nurse Quality Liaison shall attend the monthly meetings to facilitate the quality improvement activities and provide education to the nursing staff. A maximum of eight (8) Nurses shall make up each committee at Fremont, Fresno, Hayward, Manteca, Oakland, Redwood City, Richmond, Roseville, Sacramento, Sacramento AACC, San Francisco, San Jose AACC, San Rafael, Santa Clara, Santa Rosa, San Jose, South Sacramento, South San Francisco, Vallejo, Vallejo AACC and Walnut Creek facilities, and at Antioch, Modesto, and Vacaville when hospitals open at those locations. A lesser number shall make up each committee at other facilities.

#### Home Health/Hospice Professional Performance Committee

- 1405 The Regional Home Health/Hospice Professional Performance Committee shall be composed of Registered Nurses employed at the facility and covered by this Agreement. The Committee shall be composed of ten (10) Registered Nurses representing Home Health and Hospice. New areas, as they establish Home Health/Hospice, shall have a representative in accordance with the above agreement.

The Regional Home Health/Hospice Professional Performance Committee shall meet Regionally eight (8) out of twelve (12) months, for a total of eight (8) hours, of which three (3) hours shall be designated as a Home Health/Hospice Nursing Quality Forum. No meetings will occur in February, July, September and December.

#### Regional Appointment and Advice Call Center (AACC) Professional Performance Committee

- 1406 Three times a year, the Professional Performance Committee (PPC) from Sacramento AACC, San Jose AACC, and Vallejo AACCs, shall meet for a regional AACC PPC/NQF. The PPC and NQF meetings shall be held on the same day and consist of a three (3) hour PPC and a three (3) hour Nursing Quality Forum (NQF). No additional time will be awarded for these meetings. These three meetings will be held in lieu of the local PPC/NQF meetings for that month.
- 1407 Each member of a PPC shall be entitled to time off with pay at the Nurse's straight time rate for the purpose of attending designated PPC/NQF meetings, which do not exceed the time limits set forth in this Agreement. Payments to Nurses who attend such meetings shall not constitute time worked for any purpose under the Agreement.
- 1408 The AACC Regional PPC/NQF will fulfill these key expectations listed below:

- The purpose and objectives of the PPC/NQF will follow the principles outlined in the CBA in Article XIV and Appendix H.
- The DONCP will receive the agenda for the Regional PPC/NQF a week prior to the meeting and the minutes following the meeting per the CNA CBA paragraph 1416.
- The PPC quarterly report will be sent or given to the DONCP per paragraph 1411 in the CBA.

#### Nurse Practitioner Professional Performance Committee

1409 The Nurse Practitioner Professional Performance Committee shall be composed of Nurse Practitioners covered by this Agreement and employed at any Employer facility. The committee members shall be elected by the Nurse Practitioner staff at the facility. The RNQL may attend the monthly meetings to facilitate the quality improvement activities and provide education to the nursing staff. A maximum of four (4) Nurse Practitioners (representing all primary care units and specialty care areas) shall make up the NP PPC at any facility where Nurse Practitioners are employed. For any facility that includes two (2) or more satellite medical offices, a maximum of six (6) Nurse Practitioners shall make up the committee, of which at least two (2) will be from the satellite medical offices.

#### Section D – Meetings, Compensation, Minutes, and Non-Member Participation Meetings

1410 Each inpatient (KFH) PPC/NQF meeting shall be regularly scheduled for a total of eight (8) hours each month, the first four (4) hours shall consist of the regular inpatient PPC agenda and the second four (4) hours shall be designated as a Nursing Quality Forum meeting pursuant to the Letter of Agreement, Nursing Quality Forum (Appendix H).

1411 Managers or other representatives designated by the Employer shall attend and participate in only the Nursing Quality Forum portion of any PPC meeting. The Professional Performance Committee shall provide a written quarterly report to the Nurse Executive/DONP, which shall include a summary of issues addressed by the committee, any action(s) taken, any unresolved issues, and the progress of each.

1412 A second inpatient PPC meeting of up to three (3) hours may be scheduled if the PPC Chair or designee determines there is a need for an additional meeting. This additional time shall not be included in the calculation of daily overtime.

1413 Each outpatient (TPMG) PPC/NQF shall be regularly scheduled for a total of eight (8) hours each month, the first four hours shall consist of the regular outpatient PPC agenda and the second four hours shall be designated as a Nursing Quality Forum meeting pursuant to the Letter of Agreement, Nursing

Quality Forum (Appendix H). The outpatient (TPMG) Staff Nurse and the Nurse Practitioner PPCs shall meet separately but at the same time each month. The NQF meeting shall be held each month for both outpatient RNs and Nurse Practitioners together.

#### Cancellation of PPC Meetings

- 1414 Management will ensure PPC members are available to attend meetings and hold meetings as scheduled. PPC meetings shall not be cancelled, except by mutual consent or in emergent circumstances, such as internal/external disasters. Cancelled PPC Meetings will be promptly rescheduled.

#### Compensation

- 1415 Each member of a PPC shall be entitled to time off with pay at the Nurse's straight time rate for the purpose of attending designated PPC meetings, which do not exceed the time limits set forth in this Agreement. Payments to Nurses who attend such meetings shall not constitute time worked for any purpose under the Agreement. Such meetings shall be scheduled so as not to conflict with the routine. The inpatient PPC chairs shall be granted three (3) hours paid preparation time for each PPC meeting and the outpatient PPC chairs shall be granted two (2) hours paid preparation time for each PPC meeting.

#### Minutes

- 1416 The PPC shall keep minutes of each meeting and will furnish approved minutes with next meeting's agenda to the designated Nurse Manager and Nurse Executive/DONP. It is understood that such minutes are under the control and direction of the PPC and do not necessarily reflect the position of management.

#### Non Member Participation

- 1417 At least once per quarter the Nurse Executive/DONP shall meet with the Professional Performance Committee at one (1) of its regularly scheduled meetings.
- 1418 Agendas will include the names of all managers who are invited to attend the meeting and will include sufficient information so that the manager may prepare in advance for the discussion. If urgent issues arise after the agenda is distributed, the PPC Chair should advise management as soon as such issues become known.

1419 Management will use its best efforts to be responsive to new issues. When the responsible Nurse Manager has a conflict and is prevented from attending a meeting, (s)he should, if possible, provide at least a two (2) days' notice to the Chair of the PPC and the Nurse Executive/DONP. If the Nurse Manager cannot attend, (s)he will appoint a designee when such a person is available and it is appropriate to the subject matter to be discussed. Management participants may bring along additional non-members, including Human Resources/Labor Relations Representatives, as s/he deems appropriate, depending on agenda items, procedural issues under review, or in an advisory capacity. When PPC invites a non-member (exclusive of CNA staff) it should be noted on the agenda along with the related agenda item.

#### Section E – Objectives

1420 The objectives of the Professional Performance Committee shall be:

To consider constructively the practice of Nursing.

To work constructively for the improvement of patient care and nursing practice.

To recommend to the facility ways and means to improve patient care.

To consider constructively the improvement of safety and health conditions which may be hazardous and provide input to the facility safety committee. The Professional Performance Committee shall select one member to be a representative of the Facility Safety Committee.

To discuss constructively personnel utilization including assistive personnel.

#### Section F – Limitations

1421 The Professional Performance Committee will exclude from any discussion contract grievances or any matters involving the interpretation of the contract.

#### Section G – Resolution of Disputes with the PPC

1422 In the event the PPC identifies a pattern that the PPC believes indicates that staffing or operational changes do not adequately address patient needs, the PPC representative shall bring the issue to the attention of the appropriate Nurse Manager for resolution. The Nurse Manager will report back to the PPC within thirty (30) days.

1423 Disputes concerning issues raised pursuant to paragraph 1422, which are not resolved by the management representative(s) and the PPC should be referred to the Medical Center Leadership (Directors of Nursing Practice/Nurse Executives). The PPC must raise such disputes to the Medical Center Leadership within fourteen (14) days of receiving the Nurse Manager's report. As part of this referral, the Professional Performance Committee at any facility should request a meeting with Medical Center Leadership (DONP/NE) at such facility. Medical Center Leadership shall respond to the issue within thirty (30) days.

1424 Disputes concerning issues raised pursuant to paragraph 1423 which are not resolved by the Medical Center Leadership and the PPC, may be submitted to a Special Review Panel. However, such disputes must be presented in writing within thirty (30) days of the response from Medical Center Leadership. The Special Review Panel shall consist of three (3) members, one (1) selected by the California Nurses Association, one (1) selected by the Executive Director of The Permanente Medical Group, Inc. or the Regional Manager of the Kaiser Foundation Hospitals, as determined by the Employer, and a third selected by the Parties to serve as a neutral third party chairperson. The Parties will select a third party chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals.

1425 A meeting of the Special Review Panel shall be held within forty-five (45) days of the referral of the dispute to the Panel. Within that forty-five (45) day period, a summary of the information exchanged between the Parties on the problem since its original presentation shall be provided to the Panel. Any representative on the Panel may request, and shall receive, relevant information from the representative of the other Party, or may introduce further relevant information. The third party chairperson may also request information from either Party to aid him or her as the third party chairperson. Such information must also be received by the time of the Panel's meeting.

The Panel shall complete its deliberations within thirty (30) days of its initial meeting, unless that time is extended by mutual agreement.

1426 In reaching a resolution the Review Panel must take into consideration area standards regarding staffing, state and federal laws, and any other relevant information presented by the Parties. If the Special Review Panel is unable to agree on a resolution, the neutral third party may resolve the difference and such a decision shall be final and binding on the parties.

1427 The neutral chairperson's fees and expenses shall be shared equally by the Parties.

1428 Any resolution of the Special Review Panel, including any decision by the neutral third party, must be consistent with state and federal legislation



prescribing levels and ratios, and the Special Review Panel, including the neutral third party, shall have no jurisdiction to fashion any remedy that imposes an obligation on any hospital which exceeds, or is inconsistent with, the requirements of Title 22 or any other state or federal law. Either CNA or the Employer may seek to vacate any decision of the Review Panel or of the neutral third party, under any basis permitted under state or federal law regulating private arbitration.

1429 The Employer and the Association agree that the process contained herein shall be the exclusive means of resolving all disputes under paragraphs 1422-1430 and that such disputes are not covered by the Grievance Procedure under this Agreement and are not covered by the National Labor Relations Act, except for disputes regarding information requests or charges alleging violations of Section 8(a)(3) or Section 8(b)(1) of the NLRA.

1430 Time limits contained in this provision may be extended by mutual agreement, or at the reasonable request of either Party. Requests to extend time limits will not be unreasonably denied.

#### Section H – Standardized Procedures under Nursing Practice Act

1431 Any individual(s) designated by the Employer to implement Standardized Procedures pursuant to the Nursing Practice Act shall meet with the Professional Performance Committee to discuss proposed provisions to be included in the Standardized Procedures prior to submission of such procedures to the approving Parties identified by the Nursing Practice Act.

1432 The NP PPC shall review all new NP Standardized Procedures, and any recommended changes to current NP Standardized Procedures, prior to the submission of such standardized procedures to the appropriate facility body for review and approval.

#### 1500 ARTICLE XV – REGISTERED NURSE QUALITY LIAISONS AND PATIENT CARE ADVISORY COMMITTEE

##### RN Quality Liaison Program

1501 The RN Quality Liaison Program was established in 1998. The RN Quality Liaison Program has created thirty-six (36) Registered Nurse and Nurse Practitioner Quality Liaison (QL) bargaining unit positions in Northern California. The Quality Liaison Program shall be expanded to thirty-eight (38) members with the addition of a Nurse Practitioner QL for the Central Valley service area. The Quality Liaison Program shall be expanded to **forty-two (42)** members with **a total of four (4)** Patient Care Coordinator Case Manager QLs for Northern California.

### RN Quality Liaison Goal

- 1502 To increase staff RN/NP participation in the quality assurance and/or performance improvement process in KP; to improve quality patient care and outcomes.

### RN Quality Liaison Role

- 1503 The role of the RNQL is to participate in existing KP quality processes/structures and committees, as well as serve as liaison between these committees and PPC, NPRC and Home Health Regional Practice committees.
- 1504 For full details of the RNQL Program, please see Appendix F.

### Patient Care Advisory Committee

- 1505 The Patient Care Advisory Committee will meet to discuss the overall nursing plan for the region, including patient care strategies, plans and priorities for the year.
- 1506 The committee will discuss issues of concerns and serve as a forum for input into the nursing organization's strategies, plans and performance. The committee will be guided in principle by a patient centered focus supported by enhanced engagement and "voice" of the bedside RN/NP to address assignment despite objection trends and effective application of RN judgment.
- 1507 The regional advisory committee will include nine (9) direct care RN/NP's and nine (9) members of the regional nursing administration that will meet during the first quarter of each year.
- 1508 A summary of the meeting will be provided to leadership and will be available to the nursing staff.

### 1600 ARTICLE XVI – CLINICAL CLASSIFICATIONS

#### Section A – Definition of Clinical Experts (Staff RN III, Staff RN IV, **PCCCM III, PCCCM IV**, HH III)

- 1601 Staff Nurse III and IV, **PCCCM III and IV**, and HH III programs have been developed to offer recognition and career advancement opportunities for those Nurses who have excelled in clinical practice, leadership and professionalism. The Staff Nurse **and PCCCM** III and IV, HH III roles are designed to enable the clinically expert Staff Nurse **or PCCCM** to find continuing recognition and rewards in the provision of direct care in his/her area of clinical specialty. Application forms will contain a minimum of ten

(10) examples of Nursing Clinical Competence provided by the Employer. Such examples shall be available prior to the November 2011 Application deadline.

1602 The Clinical Expert (Staff RN III & IV, **PCCCM III & IV**, or HH III) is a skilled practitioner who demonstrates leadership by:

Identifying, communicating, and fulfilling patient needs;

Coordinating and utilizing facility and community resources to meet patient needs;

Promoting a multi-disciplinary approach to patient care;

Assuming a teaching-coaching role with other nurses and health team members; and

Maintaining a flexible approach to resource constraints.

1603 Through an intuitive use of knowledge, fine discretionary judgment, experience and leadership, the Clinical Expert is able to provide the best possible patient care in a safe environment.

#### Section B – Facility Selection Committee

1604 Composition: (Committee shall be co-chaired by Nurse Executive/DONP or designee and a Staff Nurse III/IV or HH III.)

1605 One Nurse Executive, DONP, or designee.

1606 Two (2) RN managers appointed by the Nurse Executive/DONP or designee.

1607 Minimum of one (1) Staff Nurse III.

1608 One (1) Staff Nurse who is actively involved in a professional committee.

1609 Two (2) Staff RNs IV, or HH II, III.

1610 Alternate: A substitute in the same category to be used as needed. Either the applicant or the committee may request an alternate if there is a direct line relationship between the applicant and a committee member or a vacancy on the committee. A large number of applicants may necessitate use of additional alternates.

- 1611 A content expert may be called if the committee has limited knowledge of the applicant's specialty area. This person is not a voting member.
- 1612 Any staff nurse serving on the committee will be replaced by an alternate for review of her/his application for Staff Nurse III or IV or HH III classification.

#### Term and Vacancies

- 1613 Committee members may serve a maximum of two (2) years in any single category. Rotation will be staggered to provide continuity to the panel.
- 1614 Selection Committee vacancies are to be publicized by Nursing Administration and the PPC.
- 1615 Nominations to the committee to fill vacancies will be made by Staff Nurse III and IV and Home Health Nurse III peers.
- 1616 The committee will choose replacement members from the nominees by consensus. Membership decisions will be reviewed by the Nurse Executive/DONP or designee who is charged with ensuring broad-based representation over time.
- 1617 The names of the Facility Selection Committee members will be posted on the Association's bulletin board in each facility.

#### Section C – Criteria for Candidacy

##### Minimum Qualifications

##### Staff Nurse III/PCCCM III/Home Health Nurse III shall include:

- 1618 Current license to practice as a Registered Nurse in California.
- 1619 Five (5) years of clinical experience as a Registered Nurse.
- 1620 Work in the area of clinical specialty with the Employer for the last two (2) years. **PCCCM III: Two (2) years of clinical experience in the specialty of Case Management.**
- 1621 Work in the area of clinical specialty with the Employer an average of twenty-four (24) hours per week over the last year.
- 1622 Current performance evaluation at the midpoint or above on average.
- 1623 Fifteen (15) CEUs in her/his area of clinical specialty in the past year.

Staff Nurse/PCCCM IV shall include:

- 1624 Current license to practice as a Registered Nurse in California.
- 1625 Current designation as a Staff Nurse III/**PCCCM III**.
- 1626 Four (4) years of clinical experience as a Staff Nurse III/**PCCCM III**, or;
- 1627 Three (3) years' experience as a Staff RN III/**PCCCM III** and with BSN or Health Related Degree or;
- 1628 Three (3) years' experience as a Staff RN III/**PCCCM III** and with national certification in a clinical specialty (**PCCCMs: national certification in Case Management**)\_and;
- 1629 Each year as a Staff Nurse III/**PCCCM III** works in an "RN expanded role" or as an active preceptor for a minimum of one hundred twenty (120) hours or actively mentored two new graduate RNs for six (6) months each or one (1) new graduate RN for twelve (12) months.-In the event there is no opportunity to act as a preceptor or mentor, completion of a special project to be agreed upon with the Nurse Manager.
- 1630 Current performance evaluation at the midpoint or above on average.
- 1631 Fifteen (15) CEUs in her/his area of clinical specialty in the past year.

Hours Worked

- 1632 A Registered Nurse/**PCCCM** hired into a twenty-four (24) hour position or more, is exempt from any further calculation to determine paid or unpaid time away from work.
- 1633 For any Registered Nurse/**PCCCM** hired into a position of less than twenty-four (24) hours the following calculations apply:

$$\frac{\text{Paid Time}}{\text{Number of Weeks}} = \text{Paid Hours Per Week}$$

- 1634 Paid time is calculated by determining total paid hours for the year minus the number of vacation hours taken in week blocks. This paid time is then divided by number of weeks, which is calculated by taking the fifty-two (52) weeks in a year minus weeks of vacation blocks<sup>1</sup> minus California Nurses Association option week if taken, minus approved leave of absence

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<sup>1</sup> The amount of approved unpaid vacation time allowed for Short-Hour Nurses will be equivalent to that accrued by Regular Nurses according to the Short-Hour equation of eighty seven (87) hours of work equal to one month of seniority.

up to three (3) months' time. Paid time divided by number of applicable weeks equals paid hours per week. This number must equal twenty-four (24) hours or more in order for a Nurse to meet the hours worked qualifications.

- 1635 For a Nurse/**PCCCM** on Disability (UCD) or Workers Compensation integration of the number of weeks will be subtracted from the number of total weeks. The number of sick leave hours paid during this time will be subtracted from the number of hours paid. If the Nurse goes on non-paid status (no sick leave) the leave of absence cannot exceed three (3) months.

#### Section D – Application Process

1636 The applicant must:

1637 Meet minimum qualifications as identified in paragraphs 1618-1631.

1638 Complete application (portfolio).

1639 A completed application will contain the following:

Signature of Mentor<sup>2</sup>

Staff Nurse III or IV or HH III application form.

Performance evaluation within the last twelve (12) months of application.

Letters of recommendation dated within the last twelve (12) months of application (not applicable for Staff Nurse IV).

Documentation that continuing education (either CEU or CME) was completed within the last twelve (12) months.

Exemplars that are reflective of events that occurred in the last twenty-four (24) months (not applicable for Staff Nurse IV).

Professional contributions within the last twelve (12) months.

The Local Facility Selection Committee (FSC) will maintain an up to date listing of Mentors prior to the November 2011 Application deadline.

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<sup>2</sup> For application and renewal periods beginning November 2011, Mentor signature(s) are encouraged but not required. For application and renewal periods beginning March 2012, Mentor signature(s) will be required.

- 1640 Application packets for Staff Nurse III or IV or HH III are available on line and from the nursing office/staffing office and contain written guidelines for the completion of the application. The applicant shall contact a member of the Facility Selection Committee to verify completeness of the application prior to submission. Upon request, members of the Facility Selection Committee/applicant mentor will review and offer suggestions to improve the application portfolio of staff prior to submission.
- 1641 Submit application to Facility Selection Committee.
- 1642 Applications are accepted every four (4) months, no later than March 1, July 1 and November 1.
- 1643 Attend a Facility Selection Committee meeting for interview and presentation of exemplar(s) (not applicable for Staff Nurse IV).
- 1644 Applicants will be notified of the date of the Facility Selection Committee meeting within fourteen (14) days of the applicable application deadline.
- 1645 All Selection Committee meetings will be scheduled within thirty (30) days of the applicable deadlines.
- 1646 Applicants will be notified of the committee's decision within ten business days of the interview.
- 1647 Applicants who are denied the applicable clinical ladder classification will receive, in writing, the rationale for the decision, highlighting the areas of deficiency.
- 1648 Applicants that meet the minimum qualifications shall be interviewed.

Section E – Maintenance of Staff Nurse III and IV or HH III Designation

- 1649 Renewal shall be every three (3) years.
- 1650 The Staff Nurse III or IV or HH III must continue to work an average of twenty-four (24) hours per week.
- 1651 The applicant for renewal must submit a portfolio including:
- 1652 Performance evaluation based on the applicable performance standards for each year at the midpoint or above on average.
- 1653 A Nurse must complete forty-five (45) Continuing Education Credits (CEUs) or Continuing Medical Education Units (CMEs) ongoing over the period of three (3) years. At least fifty percent (50%) of the CEUs/CMEs must result from nursing specialty/clinical programs. A written explanation or description of the course content's applicability may be requested with the portfolio by the committee for clarification. Only courses that are approved

by the BRN or for Continuing Medical Education Units (CME) shall be applicable.

1654 Participation in:

1655 Staff RN III or HH III: Two (2) of the following within the past thirty-six (36) months.

1656 Staff RN IV: Four (4) of the following within the past thirty-six (36) months.

1657 Active participation in quality activities which must be of an ongoing nature with participation occurring over at least six (6) months per year for two (2) of the past three (3) years, e.g., PPC, Safety Committee, organizationally sanctioned peer group or committee, RNQL.

1658 Teaching Activities:

Formal Inservice/Presentation

Informal

Inservice/Presentation

Community Teaching

Health care related research

Development and/or presentation of patient education programs.

1659 Leadership Activities:

Hold a Charge Nurse, Chief Nurse Rep, Nurse Rep or other CNA leadership position

Committee or Task Force, **Patient Classification System committee**, Special Projects/Presentation Standardized Care Plan/Clinical Pathway

Health Related Community Organization/ Service

SN III: Mentor one new graduate RN for up to eighteen (18) months in the last thirty-six (36) months.

SN IV: Mentor two new graduate RNs for up to eighteen (18) months within the last thirty-six (36) months.

1660 Staff RN IV must work in an RN Expanded role or participate as a preceptor in the area of clinical specialty each year. (If there is no opportunity to act in these roles within a clinical department, completion of an additional special project may be substituted as agreed upon with the Nurse Manager.)



1661 The Facility Selection Committee will review and make the decision regarding the renewal or denial of the Staff Nurse III/IV or HH III classification.

Section F – Appeal Process

1662 Any applicant denied the Clinical Expert designation may appeal the decision of the Facility Selection Committee (FSC) as follows:

1663 A written appeal, clearly stating the basis for the appeal, must be submitted to the Facility Selection Committee that made the original decision no later than thirty (30) days after written notification of denial. The appeal shall not contain any application information that was not submitted with the original application as a justification for the appeal.

1664 The Facility Selection Committee shall review the appeal and either accept the application or deny the appeal, providing a written explanation of the reasons for the written denial. If the appeal is denied, the Nurse may appeal that decision to the Regional Appeals Committee no later than thirty (30) days after denial of the appeal by the Facility Selection Committee.

1665 The Regional Appeals Committee shall be composed of six (6) members and two (2) alternates. Three (3) members, plus one (1) alternate, shall be selected by the California Nurses Association from among Staff Nurse IIIs, Staff Nurse IVs or HH IIIs of different existing Facility Selection Committees (FSCs) who are currently serving on a FSC or who have had past experience as a Staff Nurse III, Staff Nurse IV or HH III on a FSC. Three (3) members and one (1) alternate shall be selected by the Employer from Nurse Manager Representatives from different existing FSCs who are currently serving on a FSC or who have previously served on a FSC.

1666 The Regional Appeals Committee's review shall be limited to a consideration of the same appeal presented to the Facility Selection Committee. In addition, the Regional Appeals Committee may review the Nurse's original application materials and the Facility Selection Committee's decision, including its reasons for the denial. This decision shall be provided to the applicant within thirty (30) calendar days after the Regional Appeals Committee's meeting.

1667 The Regional Appeals Committee may overturn the decision of the Facility Selection Committee only when there is clear and convincing evidence of procedural error or bias that affected the decision to deny movement up the clinical ladder.

1668 If the decision of the Facility Selection Committee is reversed by the Regional Appeals Committee, the increase in pay will be retroactive to the application deadline (March 1, July 1, November 1).

1669 The decision of the Regional Appeals Committee is final and binding and shall not be subject to the provisions of Article XLI of the Collective Bargaining Agreement.

Section G – Transfers

1670 Nurses who transfer to a similar area of clinical specialty will retain their Staff Nurse III, Staff Nurse IV or HH III status.

1671 The Staff Nurse III, Staff Nurse IV or HH Nurse III will apply for renewal at the expiration of the three (3) year classification.

1672 Transfers to another area of clinical specialty require application for Staff Nurse III, Staff Nurse IV or HH Nurse III in the new area (see minimum qualifications).

1673 **Nurses who transfer to another area of clinical specialty and lose their clinical classification as a result may appeal to the Regional Appeals Committee for reconsideration.**

- **The Regional Appeals Committee determines individual exceptions to eligibility on a case-by-case, non-precedent setting, basis.**
- **The decision of the Regional Appeals Committee is final and binding and shall not be subject to the provisions of Article XLI of the Collective Bargaining Agreement.**

1700 ARTICLE XVIII – NURSE PRACTITIONERS

Section A – Definition

1701 A Nurse Practitioner is an advanced practice Registered Nurse as defined under California law who can provide primary and/or specialty nursing and medical care to individuals, families and groups for which the Nurse Practitioner is educationally and clinically prepared. Nurse Practitioners can perform comprehensive health assessments, diagnosis, health promotion, direct management of acute and chronic disease, and furnish pharmacologic and non-pharmacologic treatments, therapies and diagnostic measures, as allowable by law and KP policy. They practice with physician supervision according to standardized procedures, consulting, and referring patients to physicians and others in the health delivery system as necessary.

Section B – Specifications

1702 Individuals applying for posted Nurse Practitioner positions must meet the Nurse Practitioner requirements set forth by Title 16, Chapter 14, Article 8

of the California Administrative Code and all related sections in addition to any other requirements established by the Employer.

### Section C – Training

- 1703 If the Employer requires new clinical skills, procedures or technologies, or develops new policies requiring additional skills that affect the NP's current position, the Employer will provide the NP with training, education or proctoring prior to requiring implementation of such policy, procedure, skill, or technology in the NP's clinical practice.

### Section D – Peer Review

- 1704 Each NP PPC shall ensure that a Nurse Practitioner peer review educational process is established for all NPs. The peer review educational process is defined as those activities that focus on promoting enhanced quality and clinical performance within the NP peer group. The NP PPC shall monitor ongoing compliance with the educational process outlined in the Standardized Procedure established for each department or facility. Consistent with Employer policies and applicable laws, the Standardized Procedure for NP peer education activities will include confidentiality protections for any Personal Health Information (PHI) that may be used during these activities.
- 1705 Each NP may participate in scheduled peer review educational activities pursuant to this section for up to eight (8) hours per year. Such activities may take place during existing department educational meetings, NP peer group meetings, or at other times as agreed to by the facility NP PPC and the DONP/Nurse Executive. Nothing in this article shall be construed to restrict current practices in existence as of August 31, 2006. Disputes regarding the application of the Nurse Practitioner peer review educational process shall be referred to the facility NP PPC and DONP/Nurse Executive for resolution.

### Section E – DEA Number (Nurse Practitioners)

- 1706 The Employer shall reimburse a Nurse Practitioner for the cost of the Nurse Practitioner's initial DEA number and all renewals required for his or her position with the Employer, excepting only those Nurse Practitioners who work in areas where they never furnish scheduled drugs. The Employer shall also reimburse any Nurse Practitioner who has previously paid for a DEA number as a condition of employment with the Employer.

1800 ARTICLE XVIII – NURSE PRACTITIONER CLASSIFICATIONS

Section A – Definition of Clinical Experts

- 1801 The development of a NP Clinical Ladder recognizes the Nurse Practitioner III as a health care clinical expert who demonstrates increasing levels of excellence through clinical practice, teaching ability and leadership.
- 1802 The purpose of the NP III role is to encourage Nurse Practitioners to utilize and model clinical expertise, leadership abilities and health care practices by participation in research, education, publication and/or community involvement.

Section B – Criteria for Candidacy

- 1803 Minimum Qualifications for NP III shall include:

Current RN licensure and Nurse Practitioner certification to practice in California.

Four (4) years' experience as a Nurse Practitioner.

Work in the area of clinical specialty for the Employer for the last two (2) years.

Ongoing work in the area of clinical specialty a minimum of twenty-four (24) hours/week over the last year. A NP who is in a RNQL role (20 hour/week position) shall meet this qualification.

Current performance evaluation at the midpoint or above for clinical competence, interpersonal relationships and professional characteristics.

Thirty (30) CEUs/CMEs which are applicable to clinical specialty area over the past two (2) years or that meet national certification requirements. Masters/Post-Masters/Doctoral Degree courses shall apply if applicable to clinical specialty and are recognized by the BRN.

Hours Worked

- 1804 A Nurse Practitioner hired into a twenty-four (24) hour position or more, is exempt from any further calculation to determine paid or unpaid time away from work.
- 1805 For any Nurse Practitioner hired into a position of less than twenty-four (24) hours, the following NP calculations apply:

$$\frac{\text{Paid Time}}{\text{Number of Weeks}} = \text{Paid Hours Per Week}$$

- 1806 Paid time is calculated by determining total paid hours for the year minus the number of vacation hours taken in week blocks. This paid time is then divided by number of weeks, which is calculated by taking the fifty-two (52) weeks in a year minus weeks of vacation blocks minus California Nurses Association option week if taken, minus approved leave of absence up to three (3) months' time. Paid time divided by number of applicable weeks equals paid hours per week. This number must equal twenty-four (24) hours or more in order for a Nurse Practitioner to meet the hours worked qualifications.
- 1807 For a Nurse Practitioner on Disability (UCD) integration of the number of weeks will be subtracted from the number of total weeks. The number of sick leave hours paid during this time will be subtracted from the number of hours paid. If the Nurse Practitioner goes on non-paid status (no sick leave) the leave of absence cannot exceed three (3) months.

### Section C – Application Process

- 1808 The applicant must:
- 1809 Meet minimum qualifications as identified in Section B – Criteria for Candidacy
- 1810 Complete application portfolio:
- NP III application form.
  - Signature of Mentor<sup>3</sup>
  - Performance evaluation within the last twelve (12) months, which indicate performance standards at the midpoint or above overall for clinical competence, interpersonal relationships and professional characteristics.
  - Two letter of recommendation within the last twelve (12) months.
  - Documentation that required continuing education (CEU or CME) was completed within the last two (2) years.

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<sup>3</sup> For application and renewal periods beginning November 2011, Mentor signature(s) are encouraged but not required. For application and renewal periods beginning March 2012, Mentor signature(s) will be required.

Application essay of three to five pages describing professional contributions and experiences that demonstrate clinical excellence, and elaborates practice goals and aspirations.

Evidence of at least three (3) professional contributions within the indicated timeframes. See list of acceptable activities below. Additional activities may be considered with unanimous consent of the local NP III Selection Committee.

The Local Facility Selection Committee (FSC) will maintain an up to date listing of Mentors prior to the November 2011 application deadline.

1811 Submit application to Facility Selection Committee.

Professional Contributions (initial application)

1812 On-going teaching activity, such as adjunct professor at an accredited RN or NP program or assistant/clinical faculty position or lecturer. This must be an ongoing activity during at least one semester or two quarters per year.

1813 National certification as a Nurse Practitioner by a national certifying body recognized by Kaiser Permanente and the Board of Registered Nursing. This only applies to those Nurse Practitioners who obtained national certification after their initial date of hire.

1814 Active participation in quality activities which must be of an ongoing nature with participation occurring over at least six (6) months per year. Examples include:

Develop and implement “peer review” educational processes.

Involvement in quality committees/forums including but not limited to PPC, local safety committee, patient safety/error reporting, patient improvement projects.

Hold a RN Quality Liaison position.

1815 Active participation in at least one educational activity within the past 12 months.

Examples include:

Develop and present in-service education for staff, students or the community.

Develop and present a patient education program.

Publish a continuing education article for NPs/RNs or health education article for the general public.

1816 Leadership position as a committee chair or NP representative on local or regional committees including but not limited to P&T, Interdisciplinary Practice Committee, Collaborative Practice Committee, PPC, NPRC, spanning at least six (6) months per year. Hold a Chief Nurse Rep, Nurse Rep or other CNA leadership position.

1817 Active participation over at least six (6) months per year (alternate time frame may be considered with unanimous consent of the local NP III facility selection committee) in health related community activities, that utilize the RN/NP level expertise in activities such as, but not limited to the categories below:

Legislative/governmental participation.

Volunteer work in clinic, schools, or work with cultural community or general community organizations.

1818 Parameters regarding participation in health-related community activities will be developed by a regional committee comprised of equal numbers of NPs selected by CNA and nursing leaders selected by the Employer.

1819 Develop or be an active member of an implementation team for at least one written standard of NP care, including but not limited to: core competencies, new protocols or procedures within the past two (2) years.

1820 Make contributions to staff development by being a NP mentor or make contribution to development of the NP profession by being a NP preceptor.

1821 Practice as a NP in a clinical specialty field such as but not limited to: orthopedic surgery, plastic surgery, neurology, or sub-specialty in primary care, including but not limited to reproductive endocrinology, geriatrics, HIV care.

1822 Demonstrate participation in health-related research within the last three (3) years.

Examples include:

Participation in research in the areas of nursing practice, Nurse Practitioner practice, nursing education, nursing or health care management, or any areas concerning health promotion or health care practices, health policy or cultural competence in provision of

health care. Active participation may include but is not limited to principal investigator, data collector or member of a research team.

Publication of research in peer reviewed journals with NP's name listed as author or co-author or publication in nursing, Nurse Practitioner, health care, health care management /practices/policy textbook as a contributor, consultant, chapter writer or editor.

- 1823 Possess a health-related master's degree. (A MSN does not apply to any Nurse Practitioner if it was required as a condition of employment at the time of hire.)

Possess a health-related post-masters certification/doctoral degree/post-doctoral fellowship.

#### Section D – Facility Selection Committees

- 1824 Composition: Committee to be co-chaired by DONP and NP III or a NP II if there are no NP IIIs in the facility.

Two (2) NP IIIs (one shall be a co-chair): If there are no NP IIIs in the facility, two (2) NP II peers shall serve on the selection committee.

One (1) NP II who is actively involved in a professional NP committee, e.g. NPRC, local performance improvement committee.

A nurse manager and a department chief from a department which employs Nurse Practitioners.

Alternate: A substitute in the same category may be used as needed. Either the applicant or the committee may request an alternate if there is a direct line relationship between the applicant and a committee member or a vacancy on the committee. A large number of applicants may necessitate use of additional alternates.

A content expert may be called if the committee has limited knowledge of the applicant's specialty area. This person is not a voting member. Any NP II serving on the committee will be replaced by an alternate for review of her/his application for NP III classification.

- 1825 The Facility Selection Committee shall meet within thirty (30) days of each application deadline to determine the eligibility of each candidate for NP III status. Applicants shall be notified within ten (10) business days after this meeting of the Facility Selection Committee's decision.



Term & Vacancies

- 1826 Facility Selection Committee members may serve a maximum of three (3) years. Rotation will be staggered to provide continuity to the panel.
- 1827 Facility Selection Committee vacancies are to be publicized and shall be nominated by their peers.
- 1828 The Facility Selection Committee will choose replacement members from the nominees by consensus. Membership decisions will be reviewed by the co-chairs who are charged with ensuring broad-based representation over time.

Section E – Maintenance of NP III Designation

- 1829 Each appointment as NP III shall be made for three (3) years. Reappointment requires continued evidence that the NP Clinical Expert, also known as NP III, functions in the clinical setting as an exemplary clinical Practitioner, teacher and leader among peers. To maintain the NP III designation, a NP III will be expected to submit for review by the Facility Selection Committee a renewal packet that will demonstrate the following:

Current RN licensure and Nurse Practitioner certification to practice in California.

Continued work in the area of clinical specialty for the Employer since the last appointment as NP III.

Work in the area of clinical specialty an average of twenty-four (24) hours/week over the last year. A NP who is in a RNQL role (20 hour/week position) shall meet this qualification.

Hours Worked

- 1830 A Nurse Practitioner hired into a twenty-four (24) hour position or more, is exempt from any further calculation to determine paid or unpaid time away from work.
- 1831 For any Nurse Practitioner hired into a position of less than twenty-four (24) hours the following NP calculations apply:

$$\frac{\text{Paid Time}}{\text{Number of Weeks}} = \text{Paid Hours Per Week}$$

- 1832 Paid time is calculated by determining total paid hours for the year minus the number of vacation hours taken in week blocks. This paid time is then divided by number of weeks, which is calculated by taking the fifty-two (52)

weeks in a year minus weeks of vacation blocks minus California Nurses Association option week if taken, minus approved leave of absence up to three (3) months' time. Paid time divided by number of applicable weeks equals paid hours per week. This number must equal twenty-four (24) hours or more in order for a Nurse Practitioner to meet the hours worked qualifications.

- 1833 For a Nurse Practitioner on Disability (UCD) integration of the number of weeks will be subtracted from the number of total weeks. The number of sick leave hours paid during this time will be subtracted from the number of hours paid. If the Nurse Practitioner goes on non-paid status (no sick leave) the leave of absence cannot exceed three (3) months.
- 1834 Current performance evaluation which indicate performance standards at the midpoint or above overall for clinical competence, interpersonal relationships and professional characteristics.
- 1835 Documentation of completion of at least forty-five (45) CEUs/CMEs applicable to clinical specialty area over the past three (3) years.
- 1836 At least three (3) professional contributions within the last twelve (12) months, unless stated otherwise. See list of acceptable activities below. Additional activities may be considered with the unanimous consent of the local NP III selection committee.

#### Professional Contributions

- 1837 On-going teaching activity, such as adjunct professor at an accredited RN or NP program or assistant/clinical faculty position or lecturer. This must be an ongoing activity during at least one semester or two quarters per year for two (2) out of the past three (3) years.
- 1838 Within the past three (3) years, obtain national certification as a Nurse Practitioner from a national certifying body recognized by Kaiser Permanente and the Board of Registered Nursing.
- 1839 Active participation in quality activities which must be of an ongoing nature with participation occurring over at least six (6) months per year for two (2) of the past three (3) years. Examples include:

Develop and implement "peer review" educational processes.

Involvement in quality committees/forums included but not limited to PPC, local safety committee, patient safety/error reporting, patient improvement projects.

Hold a Quality Liaison position.

1840 Active participation in at least two different educational activities during the past three (3) years. Examples include:

Develop and present in-service education for staff, students or the community.

Develop and present a patient education program.

Publish a continuing education article for NPs/RNs or health education article for the general public.

1841 Leadership position as committee chair or NP representative on local or regional committees including but not limited to P&T, Interdisciplinary Practice Committee, Collaborative Practice Committee, PPC, NPRC spanning at least six (6) months per year for two (2) of the past three (3) years. Hold a Nurse Rep, Chief Nurse Rep, or other CNA leadership position.

1842 Active participation over at least six (6) months per year for two (2) of the past three (3) years (alternate time frame may be considered with unanimous consent of the local NP/III facility selection committee) in health related community activities, that utilize RN/NP level expertise in activities such as, but not limited to, the categories below:

Legislative/governmental participation.

Volunteer work in clinic, schools, or work with cultural community or general community organizations.

1843 Parameters regarding participation in health-related community activities will be developed by the regional committee (see Section C, paragraph 1818).

1844 Develop or be an active member of an implementation team for at least two written standards of NP care, including but not limited to: core competencies, new protocols or procedures within the last three (3) years.

1845 Make contributions to staff development by being a NP mentor or make contribution to development of the NP profession by being a NP preceptor.

1846 Practice as a NP in a clinical specialty field such as but not limited to: orthopedic surgery, plastic surgery, neurology, or sub-specialty in primary care, including but not limited to, reproductive endocrinology, geriatrics, HIV care.

1847 Demonstrate active participation in health care related research within the last three (3) years. Examples include:

Participation in research in the areas of nursing practice, Nurse Practitioner practice, nursing education, nursing or health care management, or any areas concerning health promotion or health care practices, health policy or cultural competence in provision of health care. Active participation may include but is not limited to principal investigator, data collector or member of a research team.

Publication of research in peer reviewed journals with NP's name listed as author or co-author or publication in nursing, Nurse Practitioner, health care, health care management/practices/policy textbook as a contributor, consultant, chapter writer or editor.

- 1848 Completion of a health-related masters/post-masters certification/doctoral degree/post-doctoral fellowship within the past three (3) years.

#### Section F – Appeal Process

- 1849 Any applicant denied the Clinical Expert designation may appeal the decision of the Facility Selection Committee (FSC) as follows:
- 1850 A written appeal, clearly stating the basis for the appeal, must be submitted to the Facility Selection Committee that made the original decision no later than thirty (30) days after notification of denial. The appeal shall not contain any application information that was not submitted with the original application as a justification for the appeal.
- 1851 The Facility Selection Committee shall review the appeal within sixty (60) calendar days of each application deadline and either accept the application or deny the appeal, providing a written explanation of the reasons for the denial. If the appeal is denied, the Nurse Practitioner may appeal that decision to the Regional Appeals Committee no later than thirty (30) days after denial of the appeal by the Facility Selection Committee.
- 1852 The Regional Appeals Committee shall be composed of six (6) members and two (2) alternates. Three (3) members, plus one (1) alternate, shall be selected by the California Nurses Association from among NP IIs and NP IIIs of different Facility Selection Committees (FSCs). Three (3) members and one (1) alternate shall be selected by the Employer from management representatives from different existing FSCs.
- 1853 The Regional Appeals Committee's review shall be limited to a consideration of the same appeal presented to the Facility Selection Committee. In addition, the Regional Appeals Committee may review the Nurse Practitioner's original application materials and the Facility Selection Committee's decision, including its reasons for the denial.

- 1854 The Regional Appeals Committee may overturn the decision of the Facility Selection Committee only when there is clear and convincing evidence of procedural error or bias that affected the decision to deny movement up the clinical ladder.
- 1855 If the decision of the Facility Selection Committee is reversed by the Regional Appeals Committee, the five percent (5%) increase in pay will be retroactive to the application deadline.
- 1856 The decision of the Regional Appeals Committee is final and binding and shall not be subject to the provisions of Article XLI of the Collective Bargaining Agreement.

#### Section G – Transfers

- 1857 NP IIIs who transfer to another facility in the same area of clinical specialty will retain their status. Transfers to another area of clinical specialty within the same facility or another facility will require application for NP III in the new area.
- 1858 **NP III's who transfer to another area of clinical specialty and lose their clinical classification as a result may appeal to the Regional Appeals Committee for reconsideration.**
- **The Regional Appeals Committee will determine individual exceptions to eligibility on a case-by-case, non-precedent setting, basis.**
  - **The decision of the Regional Appeals Committee is final and binding and shall not be subject to the provisions of Article XLI of the Collective Bargaining Agreement.**

#### 1900 ARTICLE XX – INSERVICE EDUCATION

- 1901 There shall be inservice education programs available for all Registered Nurses/Nurse Practitioners. The content of these programs may consist of but is not limited to onsite inservice education, mandatory classes, electronic study courses, policy review, skills days and simulations. Annual inservice education or mandatory training will be held during uninterrupted time not in conjunction with a patient or work assignment. Programs at each medical center or operational location shall be designed by clinical nurse educators/specialists and/or managers in conjunction with input from department based RNs and the Nurse Quality Forum (NQF) and developed based upon an annual survey completed by each unit's nursing staff. See timeline details in paragraph 1903. The results of the survey will be used to identify the priority of educational programs to be offered in each unit. In addition to the clinical nurse educators/specialists and/or managers, training may be provided by subject matter experts such as; Clinical Nurse

Educators/Specialists, Staff Nurse II/III/IV, Home Health/Hospice II/III, NP II/III, RNQLs and others as needed. Programs offered by the Employer shall be at no cost to the RNs and NPs.

1902 The inservice education program is a pertinent subject for discussion between the Professional Performance Committee and the facility via the NQF. The NQF shall be given an opportunity to advise on inservice education programs. The Employer will use its best efforts to see that the inservice education sessions are available monthly to all Nurses on all shifts. In the event that such best efforts are unsuccessful, the Employer will meet with the Association for the purpose of working out a mutually acceptable solution.

1903 The process for the annual survey is as follows:

1. The annual surveys will be completed by March 31<sup>st</sup>
2. The survey results will be discussed at the NQF by June 30<sup>th</sup>.
3. The inservice educational programs based on results of the annual surveys will begin by September 30<sup>th</sup>.

1904 The NQFs may recommend other educational needs to be included in the inservice education programs. Nothing in this section prohibits additional inservice education.

## 2000 ARTICLE XX – NURSE PRACTITIONER MENTORING PROGRAM

### Section A – Definition of a Nurse Practitioner Mentor

2001 A Nurse Practitioner II or III who voluntarily agrees and is so designated by the Employer to provide orientation and support to a NP I or NP II during the first six (6) months of service for the Employer as a newly hired Nurse Practitioner. The Employer will make such assignments on a rotational basis by seniority from NPs who have volunteered to be mentors. The Employer will encourage Nurse Practitioners to volunteer as mentors, and will not unreasonably deny the request of a Nurse Practitioner to mentor a newly hired NP or a NP transitioning to a new clinical specialty.

2002 The role of a NP mentor differs from the role of a NP preceptor. A NP preceptor is a Nurse Practitioner II or III who voluntarily agrees and is so designated by the Employer to provide clinical experience and guidance to Nurse Practitioner students during the course of their educational program. Specific functions of the NP preceptor will be coordinated between the preceptor, students and the students' NP program clinical supervisor. The Employer will encourage Nurse Practitioners to volunteer as preceptors, and will not unreasonably deny the request of a Nurse Practitioner to precept a NP student.

## Section B – Nurse Practitioner Mentoring Program

- 2003 The intent of a Nurse Practitioner Mentoring Program is to make the newly hired Nurse Practitioner sufficiently familiar with the Kaiser system and to have achieved a level of competency in the new role. The expectation at the end of the mentoring period is that s/he is able to fully function as a member of the health care team. When no NP II or NP III is available to mentor, a physician or other appropriate clinician mentor shall be designated.
- 2004 The Nurse Practitioner mentor will be responsible for mentoring a new Nurse Practitioner. However, other Nurse Practitioners may assume responsibility for a newly hired Nurse Practitioner in the absence of the mentor or to provide for additional mentoring needs.
- 2005 When a NP moves to a new clinical specialty area, they shall be formally mentored in the new area, to ensure clinical competency.
- 2006 A Nurse Practitioner designated as a mentor in a formal Nurse Practitioner Mentoring Program shall receive additional compensation of \$1.50 per hour above the NP's hourly wage rate for each hour that the NP is assigned to perform mentoring duties and responsibilities as defined in the regional "best practice" or model Nurse Practitioner mentoring program.

## 2100 ARTICLE XXI – CONSCIENTIOUS OBJECTION

- 2101 The rights of patients to receive necessary nursing care and the obligation of the facility to render such care must be recognized and respected. In the case of therapeutic abortions, the nursing profession accepts the obligation of providing competent nursing care as a major responsibility; however, it is recognized that a Registered Nurse may hold sincere moral or religious beliefs which require the Nurse in good conscience to refuse participation in such procedure.
- 2102 The facility agrees that a Nurse may, except in an emergency situation where the patient's needs will not allow for personnel substitution, refuse to participate in therapeutic abortion procedures and will not be subject to coercion, censure, unreasonable transfer, unreasonable reassignment or discipline by reason of such refusal. A Registered Nurse who has an assignment where participation in therapeutic abortion routinely occurs and who conscientiously objects to such participation, shall notify the Director of Nursing Service of this position in writing and must decide whether or not to request transfer to another assignment.

In emergency situations where the immediate nature of the patient's needs will not allow for substitution, the patient's right to receive the necessary nursing care shall take precedence over the exercise of the Nurse's

individual beliefs and rights. In such cases, the facility shall arrange for substitution at the earliest possible opportunity.

2200 ARTICLE XXII – PHYSICAL EXAMINATIONS

2201 Before employment, each Nurse shall be given without charge a physical examination by a licensed provider of the Employer's staff or her/his designee.

2202 An annual physical examination shall be provided by the Employer at the option of the Nurse. Such examination shall be conducted during the Nurse's non-working hours. The examining licensed provider may utilize diagnostic tests as deemed appropriate. Certification that the Nurse is free of communicable disease and physically able to perform work assigned will be provided in conjunction with the examination.

2300 ARTICLE XXIII – COMPENSATION

Section A – Salaries (See Appendix A – Wage Rates)

2301 The Staff Nurse I rate and the Staff Nurse II wage scale shall be as shown in Appendix A.

2302 The Staff Nurse III wage scale shall be five percent (5%) greater than Staff Nurse II at each step in each year of the contract.

2303 The Staff Nurse IV wage scale shall be eight percent (8%) greater than Staff Nurse II at each step in each year of the contract.

2304 The Charge Nurse II, III, and IV wage scales shall be five percent (5%) greater than the Staff Nurse II, III, and IV at each step in each year of the contract.

2305 The Home Health Nurse I wage scale shall be the same as Staff Nurse II.

2306 The Home Health Nurse II wage scale shall be five percent (5%) greater than Staff Nurse II at each step in each year of the contract.

2307 The Home Health Nurse III wage scale shall be eight percent (8%) greater than Staff Nurse II at each step in each year of the contract.

2308 The Nurse Practitioner I wage scale shall be seventeen percent (17%) greater than Staff Nurse II at each step in each year of the contract.

2309 The Nurse Practitioner II wage scale shall be twenty percent (20%) greater than Staff Nurse II at each step in each year of the contract.



2310 The Nurse Practitioner III wage scale shall be five percent (5%) greater than Nurse Practitioner II at each step in each year of the contract.

2311 Interim Permittees shall be paid at a rate of pay which is 5% less than the Staff Nurse I wage rate.

Advancement to Staff Nurse II

2312 A Staff Nurse I shall receive the appropriate Staff Nurse I salary for the first six (6) months of employment and will move automatically to the first step for Staff Nurse II upon the completion of six (6) months of employment. Upon the completion of six (6) months of employment at Staff Nurse II Step 1, the Nurse will move to the second step (or second year rate) for the Staff Nurse II and will thereafter continue to advance each year through the remaining annual steps.

Advancement to Home Health II

2313 A Home Health Nurse I shall receive the appropriate Home Health Nurse I salary for the first six (6) months of employment and will move automatically to the same step for Home Health Nurse II upon the completion of six (6) months of employment.

Advancement to Nurse Practitioner II

2314 A Nurse Practitioner I shall receive the appropriate Nurse Practitioner I salary for the first six (6) months of employment and will move automatically to the same step for Nurse Practitioner II upon the completion of six (6) months of employment.

Movement Between Classifications

2315 Movement on all clinical ladders, and movement between all Staff Nurse, Home Health Nurse, and Charge Nurse classifications shall be on a same step basis.

Registered Nurse to Nurse Practitioner Promotions

2316 Registered Nurses who are promoted to the Nurse Practitioner I classification shall be moved to the Nurse Practitioner I step, which provides a minimum of \$400 per month promotional increase. Registered Nurses who are promoted to the Nurse Practitioner II classification based on prior NP experience shall be moved to the appropriate NP II step based on the Nurse's previous NP experience, or to the NP II step which provides a minimum of \$400 per month promotional increase, whichever is greater.

### Short-Hour, Temporary and Per diem Nurses - Daily Rate

- 2317 All Short-Hour, Temporary and Per diem Nurses shall be paid a rate that includes a twenty-five percent (25%) premium over the appropriate classification and step rate for any particular Nurse. This covers all classifications under the jurisdiction of the California Nurses Association including the classifications of Staff Nurse I, II, III, IV; Charge Nurse I, II, III, IV; Nurse Practitioner I, II, III; and Home Health Nurse I, II, III.

### Section B – Credit for Previous Experience Tenure Credit

- 2318 Newly employed Registered Nurses, Home Health Nurses and Nurse Practitioners shall receive one (1) year tenure credit for salary purposes only for every two (2) years of previous experience within their respective classification within the last ten (10) years prior to the date of employment. For the purpose of this Section, any previous part-time experience which has been on a basis of twenty (20) hours per week or more shall be considered as if it were full-time experience.

### Automatic Tenure Credit

- 2319 Newly hired employees who are qualified and competent to perform to the Employer's position requirements shall receive automatic tenure credit pursuant to the above paragraph for experience previously acquired as a Registered Nurse, Home Health Nurse, or Nurse Practitioner. Newly hired Nurses with experience in foreign medical facilities who meet the above requirements shall qualify for tenure credit provided that all such experience is directly applicable and can be verified to the Employer's satisfaction. Only prior experience that can be verified under these circumstances shall be considered for tenure credit purposes.

### Previous Experience With Kaiser

- 2320 Former employees who are hired back into the same classification held at the time of termination are treated as follows:

Former employees who have had at least six months of previous service and are hired back within six months from the date of termination are placed at the step rate held at the date of termination and receive credit for prior service in determining the date of the next step rate increase.

Former employees who have had at least six months of previous service and are hired back after six months, but less than one year from the date of termination may, at the discretion of the head of the facility, receive credit for prior service in determining the new starting rate. Under no circumstance will they receive less than the amount due under paragraph 2318 and 2319 above.

The reinstatement of service credit relates to the establishment of the appropriate step rate level to apply to an employee who is hired back into a Regular position.

With respect to bargaining unit seniority the employee who is hired back is considered to be a new employee.

#### Other Experience

- 2321 Tenure credit for previous employment which does not fully conform to the above definition of previous experience shall be discussed at the request of the Association on a facility by facility basis.

#### Section C – Tenure Increases

##### Regular Nurses

- 2322 Upon completion of each required period of continuous employment each Regular Nurse shall receive an increase in accordance with the schedule listed in Appendix A – Wage Rates.
- 2323 With the exception of the Sacramento wage structure (through June 30, 2009), Regular Nurses shall progress to the eighth year tenure step upon completion of seven (7) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the fifth year tenure step rate.
- 2324 Regular Nurses shall progress to the eleventh year tenure step upon completion of ten (10) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the eighth year tenure step rate.
- 2325 Regular Nurses shall progress to a sixteenth year tenure step upon completion of fifteen (15) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the eleventh year tenure step rate.
- 2326 Regular Nurses shall progress to the twenty-first year tenure step upon completion of twenty (20) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the sixteenth year tenure step rate.
- 2327 Regular Nurses shall progress to the twenty-sixth year tenure step upon completion of twenty-five (25) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the twenty-first year tenure step rate.

- 2328 Regular Nurses shall progress to the thirty-first year tenure step upon completion of thirty (30) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the twenty-sixth year tenure step rate.
- 2329 **Effective January 1, 2024, Regular Nurses shall progress to the thirty-sixth year tenure step upon completion of thirty-five (35) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the thirty-first year tenure step.**
- 2330 Regular Nurses employed under the Sacramento wage structure (through June 30, 2009) shall be eligible for the tenure step increases described above with the exception that such increases commence with the eleventh year tenure step increase.

Short-Hour, Temporary and Per diem Nurses

- 2331 Short-Hour, Temporary and Per diem Nurses shall be eligible for progression through each tenure step upon the accumulation of one thousand (1,000) hours of work, provided, 1) no Nurse shall advance more than one (1) tenure step during the twelve (12) month period commencing with the date of employment or the date of the Nurse's most recent tenure advancement and 2) the accumulation of each one thousand (1,000) hours is accomplished in no more than three (3) years from the date of assignment to the Nurse's current tenure step. If a Nurse does not work at least one thousand (1,000) hours in such three (3) year period, the Nurse will remain in the same tenure step and must commence anew, accumulation of the one thousand (1,000) hours toward tenure advancement.
- 2332 With the exception of the Sacramento Wage Structure (through June 30, 2009), Short-Hour and Per diem Nurses shall progress to the eighth year tenure step upon completion of seven (7) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the fifth year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the fifth year tenure step.
- 2333 Short-Hour and Per diem Nurses shall progress to the eleventh year tenure step upon completion of ten (10) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the eighth year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the eighth year tenure step.
- 2334 Short-Hour and Per diem Nurses shall progress to the sixteenth year tenure step upon completion of fifteen (15) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at

the eleventh year tenure step rate and if they have completed at least one thousand (1,000) hours since progressing to the eleventh year tenure step.

2335 Short-Hour and Per diem Nurses shall progress to the twenty-first year tenure step upon completion of twenty (20) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the sixteenth year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the sixteenth year tenure step.

2336 Short-Hour and Per diem Nurses shall progress to the twenty-sixth year tenure step upon completion of twenty-five (25) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the twenty-first year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the twenty-first year tenure step.

2337 Short-Hour and Per diem Nurses shall progress to the thirty-first year tenure step upon completion of thirty (30) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the twenty-sixth year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the twenty-sixth year tenure step.

**2338 Effective January 1, 2024, Short-Hour and Per diem Nurses shall progress to the thirty-sixth year tenure step upon completion of thirty-five (35) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the thirty-first year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the thirty-first year tenure step.**

2339 Short Hour and Per diem Nurses employed under the Sacramento wage structure (through June 30, 2009) shall be eligible for the tenure step increases described above with the exception that such increases commence with the eleventh year tenure step increase.

#### Effective Date

2340 Tenure increases shall become effective at the beginning of the first full payroll period nearest the Nurse's step rate eligibility date as indicated for the Nurse's classification.

## Section D – Differentials

### Shift Differential for Eight-Hour Shifts

- 2341 Regular, Short-Hour, Temporary and Per diem Nurses who commence a shift of four (4) hours or more on the evening shift as defined below shall be paid a differential of eleven percent (11%) of the first year rate of the Staff Nurse II salary or a night shift differential as defined below of seventeen and one-half percent (17 1/2%) of the first year rate of the Staff Nurse II salary.
- 2342 Nurses who are regularly scheduled, and are paid the contractual differential, for Night or Evening Shifts shall be paid for such differential when they are required or permitted to attend meetings scheduled by the Employer, regardless of the times for the meetings, for all hours of such meetings.

### Evening Shift Definition

- 2343 An evening shift shall be defined as any shift of four (4) hours or more commencing at or after 12:00 noon and terminating after 6:00 PM, including the following: an eight (8) hour or ten (10) hour shift commencing at or after 12:00 noon and before 10:00 PM; or a twelve (12) hour shift commencing at or after 4:00 AM and before 4:00 PM.

### Night Shift Definition

- 2344 A night shift shall be defined as any shift of four (4) hours or more commencing at or after 10:00 p.m. but before 6:00 a.m., including the following: an eight (8) hour or ten (10) hour shift commencing at or after 10:00 p.m. and before 6:00 a.m.; or a twelve (12) hour shift commencing at or after 4:00 p.m. and before 4:00 a.m.

### Split Shift Differential

- 2345 Nurses performing work on split shifts shall be paid a premium equal to the minimum hourly wage set forth in the applicable Industrial Welfare Commission Order per day in addition to their regular rate of pay. A split shift is defined as a work day schedule which is interrupted by non-paid, non-working periods established by the Employer other than bona fide rest or meal periods. In addition, any split shift work completed beyond a spread of eleven (11) consecutive hours shall be paid at time and one-half (1 1/2) for all hours worked beyond the eleven (11) hour spread.
- 2346 Notwithstanding the foregoing, the applicable Industrial Welfare Commission Order shall govern to the extent that it establishes superior conditions.

### Multi-Medical Center

- 2347 All RNs/NPs who work at locations in both columns A and B in the chart in paragraph 910 based upon their job description, their job posting or through previously established and reoccurring practice, shall be compensated an additional two percent (2%) above their base rate for all hours worked in such positions.
- 2348 All RNs/NPs who work at locations in two (2) or more numbered lines in the chart in paragraph 910 based upon their job description, their job posting or through previously established and reoccurring practice, shall be compensated an additional five percent (5%) above their base rate for all hours worked in such positions.
- 2349 A Nurse who qualifies under both the preceding paragraphs shall be entitled to the additional five percent (5%) compensation only.
- 2350 This provision does not apply to RNs/NPs who voluntarily work extra hours at other locations.

### Section E – Standby and Call-Back Pay

#### Standby

##### Conventional Standby

- 2351 Nurses on a predetermined work schedule who are placed on “standby” duty beyond their regularly scheduled work day or workweek shall be allowed, within the following thirty (30) days, compensatory time off equal to one-half (1/2) of the time they were on such “standby duty” or shall be compensated for such time at one-half (1/2) times their straight-time hourly rate including shift differential. The determination of whether shift differential is due or not due shall be based on the qualifications dealing with eligibility for shift differential as reflected in Section D – Differentials of this Article in relation to the standby hours assigned.
- 2352 Standby periods shall be divided into eight (8) hour periods and fractions thereof and provisions pertaining herein to the three (3) hour guarantee and eligibility for shift differential shall be applied to each such period separately.

##### Holiday Standby

- 2353 Nurses on standby on a paid holiday will be paid at the rate of three-fourths (3/4) of the sum of the straight-time rate and shift differential of such Nurse.

## Call Back

### On Standby

- 2354 Nurses on standby duty who are called in to work shall be compensated for the time worked at one and one-half (1 1/2) times their straight-time hourly rate including shift differential; provided, however, that such Nurses are guaranteed a minimum credit of three (3) hours work for each occasion on which they are called in. However, the total hours of work paid at time and one-half (1 1/2) shall not exceed the number of hours in the standby period assigned to the Nurse and, further, the number of hours credited to the Nurse at time and one-half (1 1/2) shall be deducted from the number of hours the Nurse has been on standby to determine the number of hours, if any, to be paid at one-half (1/2) time.

### Not on Standby

- 2355 A Regular full-time Nurse who has completed a shift and leaves the facility but is recalled to work prior to the start of the Nurse's next scheduled shift shall be guaranteed a minimum of three (3) hours of work or pay at the rate of time and one-half (1 1/2).

### Definition

- 2356 Work which is performed under this Section is defined as a call for a Nurse who has left the Employer's facilities to return to perform work of an indefinite duration but shall not be work performed continuous with the Nurse's daily work schedule unless the Nurse had been previously scheduled to commence a standby period at the conclusion of his/her regular shift.
- 2357 The intent of standby is to provide coverage when it is impractical to regularly staff a shift, or when it is necessary to supplement core staffing to meet unpredictable emergency patient care needs. It is not the intent of the Employer to use standby assignments as a substitute for adequate core staffing.

## Section F – Relief in Higher Classifications

- 2358 Registered Nurses who relieve in higher classifications shall receive additional compensation of five percent (5%) above current pay rate to commence the first day of relief work. Payment for relief in higher classification shall be made for four (4) or more hours worked on each shift. Any RN/NP who is assigned to perform team leader, shift leader, resource nurse (excluding No Cancellation Resource RN) duties, or is



otherwise acting in a lead capacity shall receive relief in higher classification pay for all hours worked in such assignment.

- 2359 Any Nurse assigned to perform RN First Assist responsibilities shall receive five percent (5%) additional compensation for all hours worked in such assignment.

Section G – Relief in Higher Classification (RHC) as Supervisor

- 2360 The relief in higher class for supervisors or managers shall be paid at a six percent (6%) premium above the RN's/NP's regular status in the wage structure (NOTE: for all Charge Nurse classifications, the rate of pay will be one percent (1%) above his/her regular Step wage rate. The RHC as Supervisor or Manager shall have whatever explicit authority is delegated by the Employer, except that the RHC as Supervisor or Manager shall not have the authority to hire, fire or discipline or have effective input into or effectively recommend same.

Section H – Language Skills

- 2361 Within ninety (90) days of the ratification of this Agreement, the parties agree to meet with regard to the establishment of a compensation plan for RNs/NPs who are required to use second language skills for interpretation while delivering care. This plan shall include the qualifications for such skills and for the circumstances under which these skills are to be provided. **Nurses who successfully complete the language skills assessment shall receive a \$0.75 differential for all compensated hours.** [See Side-Letter M for further information].

2400 ARTICLE XXIV – FRINGE BENEFITS AND PART-TIME NURSES

Section A – Regular Part-time Nurses

- 2401 All Regular part-time Nurses are covered by the provisions specifying fringe benefits including, but not limited to Article XXIII, Section B – Credit for Previous Experience, Section D – Differentials, Section E – Standby and Call Back Pay, Article XXVI – Sick Leave, Article XXVII – Vacations, and Article XXVIII – Holidays, and Article XXXII – Insurance Benefits and Dependent Care Reimbursement Program. The compensation of time off benefits for Regular part-time Nurses shall be in the same ratio that the Nurse's schedule bears to a full-time schedule.

Section B – Short-Hour, Temporary and Per diem Nurses

- 2402 Short-Hour, Temporary and Per diem Nurses shall receive one and one-half (1 1/2) times their regular hourly pay for all hours worked on a

recognized holiday under this Agreement, and shift differential in accordance with Article XXIII, Section D – Differentials.

2403 Short-Hour, Temporary and Per diem Nurses are ineligible for all other fringe benefits such as, but not necessarily limited to the following: split workweek differential, 7th consecutive day pay, 3rd weekend penalty pay, holidays, group life insurance, hospital-medical-surgical insurance, dental insurance or accumulative benefits such as vacation pay, paid sick leave, and paid educational leave.

2404 Under no circumstances shall a Nurse be simultaneously eligible for the Short- Hour, Temporary and Per diem wage rate plus accumulation of fringe benefits other than those benefits mentioned as exclusions in the above paragraph.

#### 2500 ARTICLE XXV – DOMESTIC PARTNERS

2501 The following benefits and policies shall be offered to the employee's domestic partner and their eligible dependents, who meet the eligibility requirements as stated in paragraph 2502 below:

- Medical Benefits
- Dental Benefits
- Dependent Life Insurance
- Post-retirement Medical Benefits

#### Eligibility

2502 In order for an employee to be eligible for domestic partner benefits provided in this Agreement, he/she and the individual for whom benefits are being applied, must provide a completed Affidavit of Domestic Partnership as requested by the Employer. For purposes of this Agreement, a domestic partnership is one in which the employee and the domestic partner both meet all of the following requirements:

2503 Live together, sharing the same living quarters as a primary residence, in an intimate, committed relationship of mutual caring;

2504 Have no other domestic partner at this time;

2505 Are responsible for each other's basic living expenses during the domestic partnership, and agree to be financially responsible for any debts each other incurs as a direct result of Kaiser Permanente's extension of benefits to either domestic partner;

2506 Are not married to anyone;

2507 Are 18 years of age or older;

- 2508 Are not related to each other as a parent, brother or sister, half-brother or sister, niece, nephew, aunt, uncle, grandparent, or grandchild; and;
- 2509 Have not been covered by Kaiser Permanente sponsored benefits with another domestic partner at any time during the last twelve (12) months.
- 2510 The Employer's provision of insurance benefits to domestic partners and their eligible dependents will be in accordance with applicable federal and state laws, withholding tax requirements and Internal Revenue Service requirements.

2600 ARTICLE XXVI – SICK LEAVE

Section A – Eligibility

Accumulation

- 2601 Each Regular full-time Nurse shall accumulate sick leave at the rate of one (1) day (eight (8) hours) for each month of employment. Effective after the completion of the fourth year of employment each Regular Nurse shall accumulate sick leave at the rate of one and one-fourth days (ten (10) hours) sick leave with pay for each calendar month of employment. Each Regular part-time Nurse shall accumulate sick leave at the prorated rate pursuant to paragraph 2401.

Waiting Period

- 2602 A Nurse is not entitled to any paid sick leave during the first ninety (90) days of continuous employment; thereafter, credit on the above basis is granted from the first day of employment.

Section B – Payment of Sick Leave

- 2603 Pay for sick leave shall be base rate plus any shift differential to which the Nurse would have been entitled had the Nurse worked the regular schedule on the day or days of illness. Paid sick leave shall be counted as time worked for purposes of computing weekly overtime.
- 2604 For Nurses with one (1) or more years of continuous service, paid sick leave shall also apply for hours directly associated with medical, dental or mental health appointments. For those Nurses whose appointments are away from the facility where they work, the appointment shall be scheduled so that at least part of the scheduled appointment falls on the first or last hour of each paid period of scheduled work. The Nurse shall give written notice of at least twenty-four (24) hours and supply verification that the appointment was kept.

### Section C – Proof of Disability

- 2605 If an employee claims sick leave, the Employer may require reasonable proof of disability sufficient to justify the employee's absence from work for the period claimed. The employer may also request verification of time off for individuals who demonstrate a pattern of inappropriate use of sick leave. Sick leave during which pay is received shall not be determined an interruption of a Nurse's continuous service date.
- 2606 The employer shall not make blanket requests for Verification of Treatments (VOTs). Such requests may be made of those individual employees who demonstrate a pattern of suspicious use of sick time. It is not the intent of the parties that a nurse will be disciplined for using sick leave due to an accident or illness, where there is no pattern of suspicious use or history of attendance problems. Accordingly, nurses will not be disciplined because they have taken time off, including legitimate sick time, that is protected by federal or applicable state or local laws.

### Section D – Integration of UCD Benefits

- 2607 Sick leave pay subject to integration with Unemployment Compensation Disability (UCD) and Workers' Compensation (WC) shall be paid promptly even if information as to the precise amount of UCD and WC payments is not immediately available.
- 2608 If a Nurse is eligible for basic Unemployment Compensation Disability (UCD) benefits, Employer-paid sick leave shall be reduced by the amount of the UCD benefits the Nurse is eligible to receive. Payments received in the form of basic UCD benefits shall not be charged against the Nurse's accumulated sick leave. If a Nurse is eligible for Workers' Compensation insurance payments, the same method of integration with Employer-paid sick leave shall apply.
- 2609 Daily hospital benefits to which a Nurse may be entitled under the Unemployment Compensation Disability program shall not be assigned by the Nurse to Kaiser Foundation Hospital.

### Section E – Sick Leave During Vacation

- 2610 An employee hospitalized while on vacation is eligible to convert vacation time to unused sick leave for the period of hospitalization provided reasonable proof of the hospitalization is provided. Conversion of vacation time to sick leave time will apply only to those days the employee was pre-scheduled for vacation.
- 2611 An employee who suffers a disabling illness or injury of at least five (5) consecutive days duration while on prescheduled vacation leave, may

convert fifty percent (50%) of the verified period of illness to unused sick leave. Such conversion shall be limited to blocks of pre-scheduled vacation of one or more weeks. The employer shall require reasonable proof of the disabling illness or injury, obtained at the time of the disabling event.

#### Section F – Sick Leave Account

2612 At the Nurse's request the Employer shall provide the Nurse with a written account of the sick leave the Nurse has accumulated together with a recording of the sick leave used by the Nurse.

#### 2700 ARTICLE XXVII – VACATIONS

##### Section A – Eligibility

2701 Each Regular Full Time Nurse shall accumulate vacation at the rate of two (2) calendar weeks of vacation with pay annually during the 1st year of continuous service; three (3) calendar weeks' vacation with pay annually during the 2nd–4th years of continuous service; four (4) calendar weeks' vacation with pay annually during the 5th–9th years of continuous service; and five (5) calendar weeks' vacation with pay annually during the 10th year of continuous service and thereafter.

2702 Each Regular Nurse who has completed six (6) months of continuous employment shall be entitled to any vacation pay accrued during that period of time. Such paid vacation shall be charged against the Nurse's vacation accrual for the Nurse's first twelve (12) months of continuous service.

##### Section B – CNA Vacation Option

2703 Each Nurse who is eligible for 2 weeks or more vacation may, at the Nurse's option, elect to take an extra week of vacation without pay. No more than 1 extra week of vacation may be received in this manner. To implement this provision, each Nurse who wishes to exercise this option shall, at any time prior to the completion of her/his year of employment, notify the facility in writing. The option shall be effective during the anniversary year immediately following receipt of notification, and shall continue in effect until the Nurse notifies the Employer in writing of his or her desire to rescind the option. A Nurse exercising this option shall receive the extra weeks' vacation. A Nurse may not change the option until the Nurse's next anniversary year. Such vacation shall be granted in accordance with the vacation provisions of the contract. Entitlement is not dependent upon the prior exhaustion of other paid vacation.

## Section C – Payments

2704 Vacation pay shall be based on the Nurse's regular straight-time rate plus shift differential.

### Vacation Eligibility

2705 Vacations for Regular Nurses working a minimum of twenty (20) but less than forty (40) hours per week shall be paid proportionate to the average number of hours regularly worked, but not less than regularly scheduled per week during the vacation accrual year. However, they are entitled to time off in full week increments pursuant to paragraph 2708, unless otherwise requested.

2706 Each Short Hour Nurse shall receive scheduled vacation time off without pay based upon their years of service, in direct proportion to the entitlement of Regular Nurses.

2707 In the event a Nurse is called back to work from vacation, such Nurse shall be paid at time and one-half for any vacation days worked and a replacement vacation day with pay will be scheduled at a future date. In instances where there is a combination of vacation and work on a pre-scheduled basis, vacation hours paid shall count as hours worked in determining eligibility for weekly overtime.

## Section D – Scheduling of Vacation

### Vacation Scheduling

2708 Unit/departmental vacation schedules shall be developed with sufficient full week vacation opportunity to cover all vacation liability, including the CNA Vacation Option described in Section B above to be utilized by employees as time off within the vacation year.

2709 Pre-scheduled vacation requests shall not be automatically denied based upon rules associated with limits as to the number of employees taking vacation in any one week. Before denying a request, the Employer shall make all reasonable attempts to accommodate conflicts considering the utilization of its availability policy, pre-scheduling of per-diem and short hour employees, shift trades in support of vacation scheduling and the employment of registry/travelers.

2710 Staffing shall meet with employees on an individual and/or unit/departmental basis before schedules are finalized in order to explore all reasonable options for resolving such conflicts.

2711 Similar consideration shall be given to non-prescheduled vacation requests, provided that such requests are submitted at least thirty (30) calendar days

prior to the time to be taken. Regarding non-prescheduled requests made less than thirty (30) days in advance, good faith efforts shall be made to accommodate such requests, but in no event will the Employer incur any incremental costs in making such accommodations. With regard to non-prescheduled vacation requests, operational needs of the unit shall be considered in making such determinations.

#### Selection Procedure

- 2712 By January 1 the Employer will post, for each department, a seniority list and a vacation calendar for the period beginning April 1 of that year, through March 31 of the next year. Nurses will enter their vacation preference by January 31st of each year on the posted calendar. The facility shall post a schedule of vacations by March 15th of each year.

#### Schedule Preference

- 2713 If staffing and patient care requirements do not permit all Nurses requesting a certain vacation preference to take their vacations over the same time period, length of service in the bargaining unit shall be the determining factor within each unit.

#### Vacation Segments

- 2714 Nurses may split their vacation into increments of not less than one (1) day, subject to the requirements of efficient operations.

#### No Seasonal Ban

- 2715 A request for vacation shall not unreasonably be denied because of the season of the year.

#### Deferred Vacation

- 2716 It is the intention of the Parties to this Agreement that the vacation time to which a Nurse is entitled shall be taken each year. A Nurse may, because of a disability which may necessitate a postponement of the vacation or because of an approved leave of absence, or through mutual written agreement with the facility, defer earned vacation beyond the year during which the vacation would otherwise be taken. Earned vacation shall not be lost by reason of the provisions of this paragraph. Regular Nurses with five (5) or more years of continuous service may carry over one (1) week of unused vacation to their next anniversary year provided that they notify their supervisor in writing of their intention at least thirty (30) days prior to the completion of the anniversary year in which the one (1) weeks' vacation would normally be taken.

Section E – Prorated Vacation Pay at Termination

- 2717 Any Nurse who is eligible for vacations under the terms of this Agreement and whose service has been terminated after 6 months of service shall be entitled to terminal vacation with pay prorated on the basis of actual months of service.

Section F – Part-time Nurses Credit

- 2718 Regular part-time Nurses' vacation pay shall be the base rate including shift differential at the time the vacation is taken, times the average number of straight- time hours worked per week during the vacation accrual year. If such pay for a Regular part-time Nurse exceeds the Nurses' regular schedule, the excess shall be attributed to weeks of earned vacation and shall be paid on days not normally scheduled.

Section G – Vacation Buy Back

- 2719 **Nurses may elect to cash out up to one hundred sixty (160) hours of Vacation per year of their future annual accrual. Such irrevocable election must be made during Open Enrollment of the calendar year preceding the calendar year the cash out will occur.**

2800 ARTICLE XXVIII – HOLIDAYS

Section A – Recognized Holidays

Regular Holidays

- 2801 The following holidays shall be recognized for Regular Nurses: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day as designated by Federal and State Legislation.

Sunday Holidays – Observation

- 2802 Holidays falling on Sunday (Christmas, New Year's and July 4) shall be observed on that Sunday. Holiday premium rates for time worked on the holiday shall only be paid for hours worked on the Sunday shift to a maximum of eight (8) hours. Holiday premium rates will not apply to any hours worked on the Monday following the Sunday holiday shift. Regular employees whose normally scheduled day off falls on the Sunday holiday or who work the Sunday holiday and are entitled to another day off, shall take their holiday off on the Monday following the Sunday holiday as required by the Employer (it is understood that medical center and other operations will be significantly reduced on the Monday following the Sunday holiday).



### Near Holiday Closures

- 2803 In the event that a medical office or other department closes on a day other than those listed in paragraph 2801 (e.g., if December 25 falls on a Saturday or Sunday, and the medical office or department is closed on Friday or Monday), affected Nurses may either use earned holiday or vacation pay (if eligible), take the time off without pay, or, at the Nurse's request will be assigned alternative work for the day in the same or another department.

### Float and Birthday Holidays

#### Floating Holiday

- 2804 Each Nurse with 90 days of employment shall become eligible for one (1) floating holiday per calendar year. Each anniversary year the Employer and the employee shall agree on the day which shall be taken by the employee as a floating holiday. If the Employer and the employee do not reach such agreement, if the Nurse does not use the floating holiday, the day is to be added to the employee's next vacation.

#### Personal Birthday

- 2805 Regular Nurses with ninety (90) days of continuous service as a Regular Nurse will be entitled to their personal birthday as a recognized holiday. Such holiday shall be paid on a straight-time basis. If a Nurse's personal birthday falls on any of the other recognized holidays, the next regularly scheduled workday following such recognized holiday shall be considered as the Nurse's birthday. It is the responsibility of the Nurse to inform the supervisor annually one (1) month in advance of the date of the Nurse's birthday. The Nurse may substitute a day other than the birthday by mutual agreement with the Employer.

#### Confirmation

- 2806 Upon written request by the Nurse for time off for the Float or Birthday holiday, the facility will give written confirmation of approval or disapproval within two (2) weeks of the date of application subject to revision because of unforeseeable operational requirements.

#### Major Holidays Off

- 2807 Each Nurse qualifying for paid holidays shall be scheduled off work on at least one (1) of the following holidays each year: Christmas Day, New Year's Day.

### Per Diem Availability

- 2808 Per-Diem employees are expected to be available for one (1) of the following: Christmas Day, New Year's Day, or for p.m. shifts, Christmas Eve or New Year's Eve, plus one additional contractually designated legal holiday.

### Section B – Definition of a Holiday Shift

- 2809 A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

### Section C – Holiday Eligibility

- 2810 To be eligible for holiday pay, including personal birthday, a Nurse shall have successfully completed the probationary period. However, a Regular probationary employee shall be paid at the overtime rate of one and one-half (1 1/2) times regular pay for holidays worked.

### Section D – Holiday Pay Practices

#### Full-time Regular Nurses

- 2811 A full-time Regular Nurse who works on a recognized holiday shall, in addition to holiday pay, receive one and one-half (1 1/2) times the regular hourly pay for all hours worked.
- 2812 If a holiday falls on a full-time Regular Nurse's normal day off, the Nurse will be granted a work day off with pay within thirty (30) days of the holiday or an additional day's pay.
- 2813 A full-time Regular Nurse who works on a paid holiday may have the option to waive the holiday pay to which the Nurse is entitled (not the time and one-half (1 1/2) for hours worked on the holiday), and instead of holiday pay take compensatory time off without loss of salary at a later date. The date upon which the Nurse takes the compensatory time off shall be set only by mutual agreement between the Nurse and the facility involved. If such mutual agreement on a date cannot be reached, the Nurse shall take such compensatory time off without loss of salary as an addition to the Nurse's next vacation or as payment upon termination, whichever comes first.
- 2814 Holidays paid for but not worked shall count as time worked for the purpose of computing weekly overtime if the holiday falls on the Nurse's normally scheduled work day.

### Part-time Regular Nurses

2815 Part-time Regular Nurses working a minimum of twenty (20) but less than forty (40) hours per week shall be paid for holidays as follows:

If the holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight-time rate as the employee would have received had (s)he worked. For Nurses assigned to Alternative Shifts outlined in Article VII, Section E, paragraph 721 and 722, holiday hours not worked shall be paid 8 hours holiday pay for holiday not worked.

If the holiday falls on a day normally scheduled off, the employee shall receive additional pay equal to one-fifth (1/5) her/his regular weekly scheduled hours of work.

If a holiday other than Thanksgiving, Christmas or New Year's Day falls on a day normally scheduled to work and the employee works such holiday, the employee shall receive two and one-half (2½) times their pay for all hours worked. For holidays where the Nurse receives two and one-half times (2½) their regular pay, 1½ times for hours worked and 1 times holiday pay, for all hours worked. For example, if the Nurse works more than eight hours on the holiday, s/he will be paid two and one-half times for all hours worked.

If Thanksgiving, Christmas or New Year's Day falls on a day normally scheduled to work and the employee works such holiday, the employee shall have the option to receive two and one-half (2½) times pay for all hours worked or one and one-half (1½) times pay plus an additional day off. Such day(s) off shall be scheduled in the same manner as Regular full-time Registered Nurses as provided in paragraph 2813.

### Differential Included

2816 Pay as referred to in this Article means straight-time rate plus shift differential being received by the Nurse concerned.

### Section E – Holiday During Vacation

2817 If a holiday falls during the vacation of any Regular Nurse otherwise entitled to holiday benefits, the Nurse shall be granted a work day off with pay within thirty (30) days of the holiday.

Section F – Rotation of Holiday Time

2818 The Employer shall use its best efforts to rotate equitably holiday time off among Regular Nurses for each unit. This provision shall not affect Section A – Recognized Holidays, paragraph 2807, guaranteeing each Regular Nurse at least one of the following holidays off: Christmas Day and New Year's Day.

Section G – Standby Pay on Holidays

2819 See Article XXIII, Section E – Standby and Call-Back Pay, paragraph 2353

2900 ARTICLE XXIX – EDUCATION LEAVE

Criteria

2901 After completion of one (1) full year of service as a Regular Nurse, a Nurse will begin to earn paid educational leave at the rate of one (1) week per year accumulative to a maximum of four (4) weeks. The following shall serve as guidelines for the programs covered by paid educational leave:

Formally organized courses in nursing;

Formally organized courses in related subjects leading to a degree in nursing;

Formally organized seminars and symposia dealing with the contemporary practices of nursing;

Formally organized specialized courses relating to nursing practice;

Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical/Surgical;

Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care; Formally organized specialized programs not directly involving nursing but primarily related to patient's health and welfare (e.g. child development, counseling, home care, community health);

Credited portions of courses and programs that have continuing education approval from the Board of Registered Nursing, provided the above guidelines are met.

Computer courses taken on campus provided the above guidelines are met. Such courses may not be repeated unless the individual has "failed" the course.

- 2902 The various areas covered above shall include those sponsored by a hospital, educational institutions, government agencies or professional associations.
- 2903 Requests for such leave shall be made in writing setting forth the details, i.e. dates, hours, subject, faculty and purpose for taking the course, seminar, etc. The Nurse may be requested by management to make a report on such activity in writing to the Director of Nursing.
- 2904 Permission for such educational leave will not be unreasonably denied. The Employer and the Union mutually agree that pre-approval by management for education leave is not required on non-scheduled work time for BRN approved courses which offer continuing education units (CEUs) or continuing medical education (CMEs). Employees on any leave of absence will require management pre-approval of any education leave.
- 2905 Educational leave shall be scheduled separately from vacations and shall not be used as a basis for denial of vacation requests for the same time off. When educational leave requests are made with less than 30 days' notice, operational needs of the unit shall be considered prior to the approval of such requests.
- 2906 RNs/NPs shall not be denied paid education leave solely on course content, provided that nursing continuing education units (CEUs or CMEs) are being offered for the requested class.
- 2907 In the event that more than one Nurse within a given Department requests the same Educational Leave day(s) off, and it is not feasible to grant all such requests, then the requests shall be honored in rotation on the basis of the bargaining unit seniority of Nurses within the Department, provided that the rotation shall commence anew each calendar year.
- 2908 It is understood that an individual Nurse shall have a choice in the selection of the types of educational programs in which the Nurse shall participate.

#### Method of Payment

- 2909 A Nurse shall be paid for educational leave if the educational program occurs on a day that the Nurse is not scheduled to work, provided the educational program meets the other criteria established this Section. Such leave shall not count as time worked for the purpose of determining eligibility for overtime.
- 2910 If the educational program occurs on a day the Nurse is scheduled to work, the following principles shall govern:

- 2911 If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the Nurse will be excused from her/his shift and receive eight (8) hours educational leave pay for such day, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours.
- 2912 If the educational program has a duration of less than four (4) hours and falls within the Nurse's shift in whole or in part, the Nurse will be paid for hours spent at the educational program and will work the balance of her/his shift or at the option of the Employer, the Nurse can be excused from her/his entire shift and be paid eight (8) hours educational leave pay or up to a maximum of the Nurse's regular schedule if less than eight (8) hours. The facility shall notify the Nurse of the option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day, or the Nurse's regular schedule if less than eight (8) hours.
- 2913 If the educational program has a duration of less than four (4) hours and falls entirely outside the Nurse's shift, the Nurse shall not receive educational leave pay. In view of the fact that Nurses assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, an exception to this subsection will be as follows:

A night shift Nurse who attends educational programs which would otherwise qualify under the educational leave and pay provisions but fall entirely outside of the Nurse's night shift, may accumulate such educational leave time until (s)he has accumulated the equivalent of a full shift. At that time equivalent paid time off at the mutual convenience of the facility and the Nurse will be arranged.

If the approved educational program is four (4) hours or more in duration, the Employer will excuse the Nurse from the night shift either immediately preceding or immediately following the program. The night shift from which the Nurse shall be excused shall be determined by the Employer, and the deduction from accrued educational leave shall be equal to the Nurse's normally scheduled shift.

### Confirmation

- 2914 If written application for a paid or unpaid educational leave is received at least six (6) weeks prior to the effective date of the leave, the Employer will give written confirmation of approval or disapproval no later than four (4) weeks prior to the commencement of the leave. If written application is received less than six (6) weeks prior to the commencement of the leave, the Employer will give such written confirmation within two (2) weeks of receipt of the application.

## Home Study

- 2915 A Nurse who is entitled to educational leave may elect to utilize such leave on a day(s) the Nurse is not normally scheduled to work for the purpose of home study. See paragraph 2904.

All home study must be approved prior to starting the course. The course announcement must accompany the request for approval. Nurses will receive payment for CEU hours upon presentation of proof of successful completion of courses.

For calculation of time, one (1) CEU will be equal to one (1) hour of educational leave.

Home study will not be used to calculate overtime hours.

## 2916 Education Funding

Effective January 1, 2015, Nurses working 20 or more hours per week may be reimbursed up to \$2,300 per calendar year for tuition and continuing education credits. Of the overall total reimbursement, Nurses may submit up to five hundred dollars (\$500) for education-related travel and lodging expenses. Effective January 1, 2019, Nurses working 20 or more hours per week may be reimbursed up to \$2,500 per calendar year for tuition and continuing education credits. Of the overall total reimbursement, Nurses may submit up to five hundred dollars (\$500) for education-related travel and lodging expenses.

- 2917 **Effective January 1, 2023, Nurses working 20 or more hours per week may be reimbursed up to three thousand dollars (\$3,000) per calendar year for tuition and continuing education credits. Of the overall total reimbursement, Nurses may submit up to one thousand dollars (\$1,000) for education-related travel and lodging expenses.**

## 3000 ARTICLE XXX – BEREAVEMENT LEAVE

- 3001 When a death occurs in the immediate family of a Nurse, the Nurse shall be entitled to three (3) days leave of absence with pay for deaths in the area and two (2) additional days with pay for travel of 300 miles or more (each way) for a funeral or memorial service. Additional time off will not be unreasonably denied. A Nurse may use paid time off for such purposes.

- 3002 Immediate family is defined as spouse, domestic partner, parent, step parent, parent-in-law, step parent-in-law, in loco parentis, child, step child, legal ward, foster child, adopted child, daughter, step daughter, daughter in-law, step daughter in-law, son, step son, son in-law, step son in-law, sister,

step sister, sister in-law, step sister in-law, brother, step brother, brother in-law, step brother in-law, grandparent, step-grandparent, grandchildren, step grandchildren, and relatives living in the same household.

- 3003 If an employee is on paid time off and a death occurs in the immediate family, the employee may convert the paid time off to bereavement leave.
- 3004 The Employer will not unreasonably deny the employee time off to attend or arrange for the funeral or memorial service of a person who is close to them. The employee may take time off without pay or, at the employee's request, use earned or accrued paid time off for such purposes.
- 3005 The parties agree that this benefit will be used responsibly.
- 3006 Pay for bereavement leave shall be at the employee's regular straight-time rate of pay, including applicable shift premium/differential.

3100 ARTICLE XXXI – PAY FOR JURY DUTY

- 3101 Nurses who are required to report for jury service will be paid the difference between their regular straight-time pay and jury pay received.
- 3102 A Nurse excused in time to work at the facility as provided above shall not be required to work in the facility to the extent that the combination of service on jury duty and hours worked in the facility exceed a normal eight (8) hour day. Night shift Nurses shall be excused from work on the night immediately preceding or immediately following service on jury duty.
- 3103 In the event that the combination of service on jury duty and hours worked in the facility exceed a normal forty (40) hour workweek, the Employer will use its best efforts to grant a Regular Nurse the weekend off if such Nurse is scheduled to work the weekend.

3200 ARTICLE XXXII – INSURANCE BENEFITS AND DEPENDENT CARE REIMBURSEMENT PROGRAM

Section A – Scope

Hospital-Medical-Surgical-Drug Coverage

- 3201 Through December 31, 2016, the Employer agrees to provide Kaiser Foundation Health Plan benefits currently described in the Evidence of Coverage identified as PID 10 EU 7 for Regular Nurses and their eligible dependents or to pay the premium required to the Alternate Medical Plan currently described as KP2RX. Effective January 1, 2017, the Employer agrees to provide the post-2016 PID 10 EU7 (hereinafter "The Post-2016 PID Plan") or the Alternate Medical Plan currently described as KP2RX to



all Regular Nurses, and their eligible dependents. A detailed list of deductibles, co-payments, and out-of-pocket maximum for The Post-2016 PID Plan is in Appendix O. Such coverage shall become effective the first day of the month following assignment as a Regular Nurse. The Employer agrees to pay any additional premium payments required to maintain the Kaiser Foundation Health Plan benefits described above during the term of this Agreement.

- 3202 Should the Employer desire to change the health plan benefits described in paragraph 3201 upon expiration of an applicable collective bargaining agreement, it shall provide the Union with notice of such changes and an opportunity to bargain to agreement or impasse, as with any other mandatory subject of bargaining.

#### Maintenance of Benefits

- 3203 The Employer agrees to maintain the level of health benefits described in paragraph 3201 in place at the inception of the term of each collective bargaining agreement during the term of such agreement, absent mutual agreement of the parties to deviate from such benefit levels. It is understood by the parties that the term of the health plan contract between the insurer and the Employer may not be coextensive with the term of the collective bargaining agreement. Should the insurer seek to alter the benefits provided under the applicable Kaiser Foundation Health Plan benefit contract during the term of the collective bargaining agreement, the Employer shall pay an additional premium to the insurer to prevent such changes from impacting bargaining unit members (e.g., "buy up" the changes). Should this not be feasible due to constraints imposed by the insurer, the Employer shall provide notice and an opportunity to bargain over such changes to the Union. The Union and Employer shall bargain in good faith over such changes, and arrive at mutual agreement over maintenance of benefits or a mutually-acceptable alternative. Absence such mutual agreement, no change in the benefit shall be implemented.

#### Dental Plan Coverage

- 3204 The Dental Plan currently provided under Group #5454-9290, covering all Regular Nurses and eligible dependents will be paid for by the Employer provided such Nurse has been continuously employed as a Regular Nurse for six (6) or more continuous months. Orthodontic benefits for eligible dependents will also be paid for by the Employer provided the Nurse has been continuously employed as a Regular Nurse for six (6) or more months.

#### Section B – Health Care Spending Account

- 3205 Effective January 1, 2003, a Health Care Spending Account (HCSA) option will be provided to employees eligible for benefits. This account is a

voluntary plan that allows the employee to set aside pre-tax dollars to pay for eligible health care expenses. HCSA may be used to pay for certain expenses for the employee and eligible family members as permitted under IRS code.

3206 **Effective with Plan Year beginning January 1, 2024:**

- **Eligible Nurses who elect to enroll in the HCSA Plan in 2024 will receive an Employer contribution of two hundred fifty dollars (\$250) on 1/1/24 for the 2024 Plan Year.**
- **Eligible Nurses who elect to enroll in the HCSA Plan in 2025 will receive an Employer contribution of two hundred fifty dollars (\$250) on 1/1/25 for the 2025 Plan Year.**
- **The maximum HCSA voluntary employee contribution is determined each year by the IRS and the Plan.**
- **Unused amounts in the Health Care Flexible Account (HCSA) may carry over into the next Plan Year in accordance with the Plan.**

Section C – Family Coverage

3207 Eligible Dependents as referred to in Section A – Scope above shall also include children/foster children (if formal/legal intent to adopt is filed) of the employee and the employee's spouse/domestic partner to age twenty-six (26).

Dental Plan

3208 Employer provided coverage referred to in Section A – Scope above shall include the Nurse, the Nurse's spouse/domestic partner and eligible dependent children up to age twenty-six-(26). Orthodontic coverage applies only to eligible dependent children to age twenty-six (26). **Effective January 1, 2024, the annual maximum benefit of the Dental Plan currently covering all Regular Nurses and eligible dependents will be increased from \$1,500 to \$2,000.**

Parent/Parent-in-Law Coverage

3209 Parents and parents-in-law of Regular employees will be offered the opportunity to purchase Senior Advantage health plan coverage at their own expense provided they are enrolled in Parts A and B and D of Medicare and meet the eligibility rules of the Senior Advantage health plan.

3210 The enrollment rules and plan design (benefits and co-pays) will match the Parent Plan provided to the Salaried employee group, and any change applicable to that group shall apply to individuals covered by this provision. The Employer shall not be required to bargain over such changes.

However, the Employer shall provide the Association with forty-five (45) days' notice of the nature and date of such changes.

#### Section D – Change in Hospital-Medical-Surgical Coverage

- 3211 Nurses may make changes for the upcoming plan year, including adding or removing dependents, provided they submit a notice in writing or online to the Employer's Human Resource Service Center during open enrollment.

#### Section E – Retired Nurses Senior Advantage Coverage

- 3212 The Employer agrees to provide to those Regular Nurses covered by the Kaiser Foundation Health Plan currently described as Kaiser Permanente Senior Advantage (KPSA). The Alternative Medical Plan coverage currently described as KP2RX integrated with Medicare also will be offered. The medical benefits that retirees receive from the Senior Advantage program will be the same as those described as the KFHP Plan for active Nurses in Article XXXII, Section A except for the optical benefit modification described in 3217 for Nurses hired on or after January 1, 1988. These benefits will be provided for retiring Nurses who terminate before January 1, 2017, and meet the following qualifications:

##### Normal Retirement

- 3213 Sixty-five (65) years of age with ten (10) or more years of Pension Service. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.

##### Postponed Retirement

- 3214 Termination of employment after the sixty-fifth (65th) birthday of an employee who has had ten (10) years of Pension Service. Coverage is effective for Nurses who retire on or after January 13, 1991 and meet eligibility requirements. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.

##### Disability Retirement

- 3215 A Nurse who terminates employment due to disability after ten (10) years of Pension Service and who qualifies for Social Security Disability Income. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.

### Early Retirement

- 3216 A Nurse who terminates employment after age fifty-five (55) with ten (10) or more years of service as a Regular Nurse. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.
- 3217 Employees who meet the eligibility standards set forth above must be eligible for and participating in Parts A and B and D of Medicare. Dependents who are not yet Medicare-eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage.
- 3218 For Nurses hired on or after January 1, 1988 the retiree coverage described in Article XXXII, Section F – Retired Nurses Senior Advantage Coverage shall not include optical coverage.
- 3219 Employees retiring under the Early or Disability provisions referenced above shall become eligible for the Kaiser Foundation Health Plan Senior Advantage coverage (or the dual choice option of Alternate Medical Plan currently described as KP2RX) upon becoming eligible for and participating in Parts A, B and D of Medicare.
- 3220 Medicare-eligible employees who retire prior to May 25, 1998, along with their Medicare-eligible dependents, will be allowed to retain existing coverage presently described as Medicare Cost or may choose to enroll in the Senior Advantage Plan provided they meet eligibility requirements. Medicare-eligible retirees and dependents who retire on or after May 25, 1998 will be required to enroll in the Senior Advantage Plan. The medical benefits that retirees receive from the Senior Advantage program will continue to be the same as those described in Article XXXII, Section A. However, as described in Paragraph 3218, this coverage will not include optical for Nurses hired on or after January 1, 1988. Retirees covered by Senior Advantage must receive all medical care at Kaiser Permanente facilities in order to receive benefits.

### Section F – Cost for Post-Retirement Medical Coverage

- 3221 Costs for post-retirement medical coverage shall be shared as follows for employees who terminate on or after May 25, 1998, and prior to April 1, 2007 and who meet the eligibility requirements for retiree medical coverage. Such costs will be based on the January 1 retiree Senior Advantage group rate for each year.

Employees who terminate on or after April 1, 2007 and before January 1, 2017, shall not be subject to cost-sharing.

Years of Service	Employer Monthly Payments	Retiree Monthly Payments
15	50%	50%
16	55%	45%
17	60%	40%
18	65%	35%
19	70%	30%
20	75%	25%
21	80%	20%
22	85%	15%
23	90%	10%
24	95%	5%
25	100%	0%

Section G – Out of Area/Out of Region

- 3222 If individuals who terminate before January 1, 2017 covered under this plan move outside the Kaiser Permanente service area, and do not elect the Alternate Medical Plan currently described as KP2RX, Kaiser Permanente will offer its Medicare Out of Area Group Plan. However, such Medicare-eligible retirees and their dependents will be required to pay that amount of the Medicare Out of Area retiree group rate which is in excess of the Health Plan Senior Advantage retiree group rate in effect on January 1 of each year.
- 3223 If individuals who terminate before January 1, 2017 move to another Kaiser Permanente Service Area, Kaiser Permanente will offer an Out of Region group plan. Such individuals must enroll in Senior Advantage. Dependents who are not yet Medicare eligible must enroll in Kaiser Permanente’s Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage. If the individual moves out of any Kaiser Permanente Service Area, an Out of Area plan currently described as KP3RX will be offered in addition to the Alternate Medical Plan.

Section H – Retiree Medical Option

- 3224 Nurses who terminate on or after July 1, 2003 and meet the Early or Disability Retirement eligibility for retiree medical will, upon retirement, have an irrevocable election to receive the applicable retiree medical plan (with cost sharing) which begins upon Medicare enrollment (usually age 65) or “GAP” coverage which will begin upon retirement and terminate upon reaching Medicare eligibility (usually 65). This will be a one-time election and will continue in force even if the retiree returns to work with this Union or in another employee category and subsequently retires again.

- 3225 The cost-sharing for GAP coverage will be as noted on the Retiree Medical Premium Co-Pay Chart (Paragraph 3221). The premium charged for GAP coverage will be based on the group Retiree rates.
- 3226 Except as otherwise described, all other provisions of the contract regarding retiree coverage will apply.

Section I – Retiree Medical Program for Active Nurses On or After January 1, 2017

- 3227 A “Post-2016 Retiree” means a Nurse who terminates employment on or after January 1, 2017, after meeting the eligibility requirements for retiree health plan coverage, under the qualifications listed above (paragraphs 3213 – 3220). The retiree medical coverage for a Post-2016 Retiree and his/her spouse or domestic partner and eligible children will be equivalent to the KFHP Plan for active Nurses, currently described in Article XXXII, Section A, as the post-2016 PID 10 EU7 plan, effective 1/1/17, with a schedule of co-payments referenced in Appendix O, except this coverage will not include optical for Nurses hired on or after January 1, 1988, or equivalent to the Alternate Medical Plan currently described as KP2RX. Any changes to the cost-sharing features of the KFHP Plan for active Nurses or to the Alternate Medical Plan will also be implemented for the Retiree and his/her spouse/domestic partner and eligible children. The Employer will provide retiree medical coverage for a spouse or domestic partner who is not yet Medicare eligible, and for eligible children.
- 3228 In 2017, a Post-2016 Retiree will pay a base monthly premium contribution to the Employer of Ten Dollars (\$10) for herself/himself and for his/her Medicare-eligible spouse or domestic partner, for Kaiser Permanente Senior Advantage group retiree medical coverage (“KPSA Group plan”), or for Alternate Medical Plan. The base monthly premium contribution amount will increase Five dollars (\$5) every other year after 2017 (for example, \$15 per month per participant in 2019).
- 3229 Effective January 1, 2023, through December 31, 2026, the monthly base premium contribution will not be required.**
- 3230 In 2027, a Post-2016 Retiree will pay a base monthly premium contribution to the Employer of Thirty-Five (\$35) dollars for herself/himself and for his/her Medicare-eligible spouse or domestic partner, for Kaiser Permanente Senior Advantage group retiree medical coverage (“KPSA Group plan”), or for Alternate Medical Plan. The base monthly premium contribution amount will increase Five dollars (\$5) every other year after 2027 (for example, \$40 per month per participant in 2029).**

- 3231 Beginning January 1, 2017, the Employer will pay the monthly premiums for the KPSA Group plan or for the Alternate Medical Plan, less the Retiree's base monthly premium contribution, for each Post-2016 Retiree and for his/her Medicare-eligible spouse or domestic partner, and continuing through 2026.
- 3232 Beginning on January 1, 2027, the Employer will pay no more than a Fixed Monthly Amount for the KPSA Group plan or Alternate Medical Plan premiums for the post-2016 Retiree and for his/her Medicare-eligible spouse or domestic partner. In 2027, the Fixed Monthly Amount will be Four Hundred Twenty Dollars (\$420) per month. The Fixed Monthly Amount will increase each year by Five dollars (\$5.00) after 2027 until it reaches Four Hundred Fifty dollars (\$450.00) per month. The next annual increase in the Fixed Monthly Amount will be Ten dollars (\$10), to Four Hundred Sixty dollars per month, at which point it will remain constant at Four Hundred Sixty dollars (\$460) per month.
- 3233 Beginning in 2027, the Post-2016 Retiree's contribution to the retiree medical plan premium will be the greater of the base monthly premium contribution amount, as described in paragraph 3231, or the difference between the KPSA Group plan premiums in effect on January 1 of that year and the Fixed Monthly Amount of the Employer contribution for that year. The Post-2016 Retiree must pay the required contributions for premiums in order to maintain the retiree's medical coverage and in order to maintain coverage for her or his Medicare-eligible spouse or domestic partner.
- 3234 If individuals eligible for coverage under this plan live outside the Kaiser Permanente service area, and do not elect the Alternate medical Plan currently described as KP2RX, the Employer will offer its Medicare Out of Area Group Plan. If individuals eligible for coverage under this plan live in another Kaiser Permanente Service Area, the Employer will offer an Out of Region plan. Such individuals must enroll in Senior Advantage. Out of Region dependents who are not yet Medicare eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible. A Post-2016 Retiree who is in the Medicare Out of Area Group Plan or the Out of Region group plan will be required to pay the monthly premium contribution amount required of a Post-2016 Retiree in the in-region retiree medical plan, plus any amount of the Out of Area or Out of Region premium which is in excess of the in-region KPSA Group plan premiums in effect January 1 of each year. The Post-2016 Retiree must pay the required contributions for premiums in order to maintain the retiree's medical coverage and in order to maintain coverage for her or his Medicare-eligible spouse or domestic partner.
- 3235 Survivor coverage shall continue for the spouse or domestic partner of a Post-2016 Retiree until remarriage/recommitment or death, provided the spouse or domestic partner pays the required monthly premium

contribution in 2017 or subsequent years, as described above in paragraphs 3228, 3233 and 3234.

Retiree Premium Health Reimbursement Account (“HRA”) For Post-2016 Retirees

- 3236 A Post-2016 Retiree who elects the retiree medical plan (with cost sharing) which begins upon Medicare enrollment (usually age 65), will receive an Employer allocation to an unfunded Retiree Premium Health Reimbursement Account (“HRA”) at the time of retirement in the amount of **Fifteen Thousand dollars (\$15,000)**. A Post-2016 Retiree may access the Retiree Premium HRA only for reimbursement of the amount of his/her required monthly premium contribution for his/her own retiree medical plan coverage that is in excess of **Thirty Dollars (\$30) and for the required monthly premium contribution of his/her Medicare-eligible spouse/domestic partner’s retiree medical plan coverage that is in excess of Thirty Dollars (\$30)**. In the event of a Post-2016 Retiree’s death, any balance in the Retiree Premium HRA will be available for the benefit of the retiree’s surviving spouse or domestic partner, until remarriage, entering a domestic partnership, or death, for reimbursement of monthly premiums on the same basis as it was previously available for the Post-2016 Retiree. A Post-2016 Retiree who elects “GAP” coverage will not receive an HRA.

Section J – Long Term Disability Plan

- 3237 Effective January 1, 1992 the Association will establish a Long Term Disability Plan for all Regular Nurses who elect to participate. Such Plan shall be implemented and administered solely by the Association with no contribution by the Employer.
- 3238 To assist the Association in the establishment of such Plan, the Employer will deduct Plan fees and contributions from the salary of all Regular Nurses who elect to participate. Such deductions shall be made monthly and remitted to the Association.
- 3239 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 Paragraph 3238 above.
- 3240 Effective January 1, 2008 Short and Long Term Disability (S/LTD) benefits will be provided to all Nurses who are regularly scheduled to work 20 hours or more per week. S/LTD benefits shall provide periodic payments based upon 50% of the base hourly rate received by the Nurse on the day before commencement of his or her disability leave multiplied by the number of hours he or she was regularly scheduled to work.



- 3241 Short Term Disability will be provided to Nurses who have less than 2 years of service. This benefit is payable for a maximum of one year.
- 3242 Long Term Disability will be provided to Nurses who have two or more years of service. This benefit is payable for a maximum of five years.
- 3243 Within 30 days following ratification the parties will meet to develop a transition plan for Nurses who currently participate in the Association Plan outlined in Article XXXII, Section J to the Employer benefit plan effective January 1, 2008. Based upon that transition plan the parties will then modify paragraphs 3237-3239 for inclusion in the collective bargaining agreement.

Section K – Dependent Care Reimbursement Program

- 3244 A Dependent Care Reimbursement program known as the Dependent Care Spending Account shall be made available to all Regular Nurses.

3300 ARTICLE XXXIII – GROUP LIFE INSURANCE COVERAGE

- 3301 The Employer will provide each Regular Nurse with five thousand dollars (\$5,000) Group Life Insurance and five thousand dollars (\$5,000) Accidental Death and Dismemberment coverage currently provided under Group 95920 - E12 and the cost of such coverage shall be paid by the Employer.
- 3302 Such coverage shall become effective the first day of the month following the date the Nurse becomes a Regular Nurse.

3400 ARTICLE XXXIV – RETIREMENT PROGRAM

- 3401 The Employer shall continue to participate in the Federal Old Age and Survivors' Program (Social Security).

Section A – Kaiser Permanente Employees Pension Plan

- 3402 Effective January 1, 2003, all Nurses shall become eligible to participate in the Kaiser Permanente Employees Pension Plan upon completing one (1) year of Service.
- 3403 A joint committee will be established to review the pension benefits provided in Article XXXIV of this agreement. The purpose of the joint committee will be: (1) Compare pension benefits to competitor institutions (2) to explore retirement income programs for the purposes of recruiting and retaining RNs, controlling costs and liabilities as well as ensuring reasonable predictable income is available to eligible KP retirees; (3) to educate nurses on the cost of their benefits, how better to utilize services, how to access their care in the

most efficient and effective ways. The joint committee will provide timely annual summaries of its progress, and will make pension recommendations at the next round of bargaining.

#### Pension Service

- 3404 Years of Pension Service determine eligibility for participation, vesting and retirement. Any calendar year in which a Nurse receives pay for 1,000 or more hours of employment is a year of Pension Service. All employment with KP will be used to determine Pension Service under the plan for vesting purposes.

#### Credited Service

- 3405 Years of Credited Service determine the benefit amount at Normal Retirement. Except as noted in paragraph 3406, for purposes of determining benefits under this plan, Credited Service will begin 1/1/03. Any calendar year in which a Nurse receives pay for 1,800 hours or more of employment is a full year of Credited Service. Partial years of Credited Service are counted for calendar years in which a Nurse receives pay for less than 1,800 hours.

#### Past Credited Service

- 3406 For Nurses on the payroll as of January 1, 2003 and who were previously covered by Employer contributions to the 401k plan, Past Credited Service for years prior to 2003 will be granted under the following provisions. For purposes of determining Credited Service for years prior to 2003, a total of 2,000 compensated hours will be considered as a full year; partial years of Credited Service will be granted based on 2,000 compensated hours. A maximum of three (3) Credited Service years will be granted under this "look back" provision. For Nurses with pre-1976 service, Past Credited Service is in addition to regular Credited Service years.
- 3407 For 2003, Nurses who are scheduled to work at least 32, 36 or 40 hours for the entire year of 2003 and who were scheduled to work at least 32, 36 or 40 hours for the entire year of 2002, up to 1 year will be granted under the Plan for 2002, based on compensated hours.
- 3408 For 2004, Nurses who are scheduled to work at least 36 or 40 hours for the entire year of 2004 and who were scheduled to work at least 36 or 40 hours for the entire year of 2001, up to 1 year will be granted under the Plan for 2001, based on compensated hours.
- 3409 For 2005, Nurses who are scheduled to work 40 hours for the entire year of 2005, and who were scheduled to work 40 hours for the entire year of 2000,

up to 1 year will be granted under the Plan for 2000, based on compensated hours.

- 3410 Nurses on the payroll as of January 1, 2008 who are also on the payroll as of January 1, 2003, but who did not qualify for three years of Past Service Credit (PSC) (2000-2002) under the above provisions, will be granted no more than a total of one additional year of Past Service Credit for either 2000, 2001 or 2003, according to the following. For the purposes of this provision, "matching years" means either 2003 and 2002, or 2004 and 2001, or 2005 and 2000.

A nurse who did not qualify for any PSC under the provisions of the 2002-2006 Agreement will be granted PSC for one year, based on compensated hours, provided the nurse was scheduled to work at least 20 hours per week for any pair of matching years. If the nurse would otherwise qualify for more than one of the remaining pairs, the nurse will be granted PSC for the most recent year.

A nurse who previously qualified for PSC for only one year under the provisions of 2002-2006 Agreement will be granted PSC for a second year, based on compensated hours, provided the nurse was scheduled to work at least 20 hours per week for either remaining pair of matching years. If the nurse would otherwise qualify for both of the remaining pairs, the nurse will be granted PSC for the more recent year.

A nurse who qualified for PSC for only two years under the provision of the 2002- 2006 Agreement will be granted PSC for the third year, based on compensated hours, provided the nurse was scheduled to work at least 20 hours per week for the remaining pair of matching years.

### Eligibility for Pension and Amount of Benefits

#### Normal Retirement

- 3411 An employee is entitled to a Normal Monthly Pension if he/she retires on his/her 65<sup>th</sup> birthday and has completed at least one year of Pension Service. The Normal Monthly Retirement income shall be 1.4% of Final Average Monthly Compensation (FAMC is the average of the employee's base monthly compensation rate for the highest sixty consecutive months within the last 120 months of employment) multiplied by years and partial years of Credited Service. For purposes of determining FAMC, the base monthly compensation rate shall include evening and night shift differentials. For employees retiring on or after January 1, 2007, the pension multiplier shall be 1.45% of Final Average Monthly Compensation.

### Postponed Retirement

- 3412 An employee is entitled to a Postponed Pension if he/she retires after his/her 65<sup>th</sup> birthday and has completed at least one year of Pension Service. The Postponed Pension is computed in the same manner as a Normal Pension based upon the employee's Credited Service and Final Average Compensation as of his/her retirement date.

### Disability Retirement

- 3413 An employee is entitled to a Disability Pension if he/she is eligible for and receives disability income benefits under Title II of the Social Security Act when he/she retires and if he/she has ten (10) or more years of Pension Service. The Disability Pension is computed in the same manner as a Normal Pension, based upon the employee's years of Credited Service and Final Average Compensation at the time of his/her termination, and is not actuarially reduced.

### Early Retirement

- 3414 An employee is entitled to an Early Pension if he/she retires after his/her fifty-fifth (55<sup>th</sup>) birthday and has ten (10) or more years of Pension Service. The Early Pension is computed in the same manner as a Normal Pension based upon the employee's years of Credited Service and Final Average Compensation at the time of his/her termination, and is actuarially reduced based on age by 5% per year to reflect earlier commencement of benefits.

### Deferred Vested Pension

- 3415 An employee is entitled to a Deferred Vested Pension if his/her employment terminates and s/he has completed five (5) years or more of Pension Service. The Deferred Vested Pension is computed in the same manner as a Normal Pension, based upon the employee's years of Credited Service and Final Average Monthly Compensation at the time of his/her termination. Payments commence at age sixty five (65), subject to filing a retirement application.

### Section B – Kaiser Permanente 401k Plan (KP401k)

- 3416 Each eligible Nurse may continue to make voluntary contributions to the KP401k.
- 3417 Effective January 1, 2016, and continuing throughout the term of this Agreement, if a Nurse is contributing to the KP401K Plan and has one year of service, the Employer will contribute a 100% match of the Nurse's contribution, up to one and a quarter percent (1.25%) of the Nurse's eligible gross wages. Beginning with 2018 payroll year, if a Nurse contributes at

least 2 percent (2%) of annual eligible wages and is employed on December 31, the Employer will contribute an optimization match after the end of the year if necessary for the prior year match to equal one and a quarter percent (1.25%) of annual eligible wages. The Employer Defined Contribution Match (DC Match) will be vested at the rate of twenty percent (20%) per year of employment, with participants becoming fully vested after five (5) years of employment.

## 3500 ARTICLE XXXV – LEAVES OF ABSENCE

### Section A – Request Procedure

3501 A request for leave and extensions and approval thereof shall be in writing setting forth the details of the leave.

3502 Leaves of absence without pay may be granted employees at the discretion of the Administrator. Normally, an employee must have at least six (6) months of service to be considered for a leave of absence, except in the case of Association Leaves (See paragraphs 3517-3520). A leave of absence request shall not be unreasonably denied without adequate cause based upon operational requirements. The Employer will respond to leave of absence requests within fifteen (15) working days of receipt.

### Section B – Periods of Leave

3503 An authorized leave of absence, except maternity and Association Leaves shall not be in excess of thirty (30) days, but may be extended for successive periods up to thirty (30) days each at the discretion of the Administrator. The total period of such authorized leaves shall not exceed six (6) months, except in the case of Association Leaves (see paragraphs 3517-3520 below).

3504 For Registered Nurses who have been on a long term leave of absence due to illness or injury and no longer meet the minimum qualifications for recent experience, upon successful completion of a BRN approved refresher course shall be deemed as meeting the minimum qualifications for purposes of job bidding for a position of their current clinical competence, under the following provisions:

The Nurse will successfully complete a refresher course on the BRN website that is from an institution that also offers BRN approved pre-licensure programs; The Nurse will attend the entire new employee orientation; The Nurse will successfully complete unit orientation; The Nurse may submit BRN approved refresher course fees for reimbursement.

## Section C – Accruals During Disability Leave

### Accrued Rights During Disability Leave

- 3505 A Nurse shall not forfeit any accrued rights during an authorized leave of absence without pay, but likewise, shall not accrue any rights during such leave. The Nurse shall not, for example, be eligible for holiday pay for holidays that fall during the leave.

### Accrued Seniority During Disability Leave

- 3506 However, during the period of time that an employee is on a leave of absence resulting from an industrial injury or industrial illness incurred in the course of employment or arising out of employment with the Employer, s/he shall accrue seniority as defined in Article VIII Section A – Seniority, Accumulation and Application, not to exceed twelve (12) months or in the case of a non-industrial disability seniority accrual shall not exceed six (6) months.

### Industrial Leave

- 3507 An employee who has been on twelve (12) months' industrial leave of absence shall retain seniority until s/he returns to work or until such time as it is determined that s/he cannot return to work and her/his employment is terminated, whichever comes first. Such seniority may be utilized for the purpose of bidding on vacancies for which s/he is qualified.

## Section D – Return from Leave

### Notice of Return

- 3508 Except for maternity leave (see Section G – Parental Leave: Birth or Adoption of a Child) prior notice of one (1) week may be required from each Nurse returning from authorized leave of absence.

### Reinstatement

- 3509 When a Nurse returns from a leave of absence not exceeding thirty (30) days, in compliance with the approved terms of the leave, such Nurse shall be assigned to the same classification, position, unit and shift s(he) held before the leave.
- 3510 If the leave is in excess of thirty (30) days and the Nurse returns in compliance with the approved terms of the leave, the Employer will use its best efforts to, and will not unreasonably deny, return of the Nurse to the

same classification, position, unit or shift as occupied at the commencement of the leave.

#### Section E – Health, Dental and Group Insurance During Leave

- 3511 A Nurse placed on an authorized leave of absence must pay the required premium necessary for continued hospital-medical-surgical, dental and group life insurance coverage during the period of leave, provided, however that Nurses on a leave of absence attributable to an industrial injury or illness as determined by the Workers' Compensation Appeals Board shall continue to be covered by hospital-surgical- medical insurance as described in Article XXXII, Section A – Hospital-Medical- Surgical-Drug Coverage at the Employer's expense for a period of time not to exceed twelve (12) months.

#### Section F – Unpaid Educational Leave

- 3512 Nurses may request unpaid leaves of absence to attend professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association. Such requests will be given equitable consideration and may be granted at the sole discretion of management.

#### Section G – Parental Leave (Birth or Adoption of a Child)

- 3513 Parental leave without pay up to six (6) months shall be granted to full-time and Regular part-time Nurses with one (1) or more years of continuous service. Once an employee is placed into an unpaid status, the contractual parental leave will run concurrent with the any of the Federal and/or State leave time. This leave may be extended up to an additional six (6) months upon mutual agreement between the Employer and the Nurse. Fathers, mothers and adoptive parents shall be eligible for this leave. The Employer agrees that it will not unreasonably withhold consent to extending parental leave.
- 3514 Unless extended, as provided above, the father, mother or adoptive parents shall return to work following the initial parental leave period. Three (3) weeks' notice in writing to the facility is required for return from parental leave of absence.
- 3515 Employees interested in utilizing this benefit should consult with their local Benefits Specialist regarding benefits related to their specific situation.

#### Section H – No Seasonal Ban

- 3516 A leave of absence request shall not be unreasonably denied because of the season of the year.

#### Section I – Association Leaves

- 3517 Upon request from the Association, the Employer shall grant time off to employees for official union business so long as the number of Nurses and Nurse Practitioners absent for Association business does not impose an unreasonable burden on the Employer and the Employer receives reasonable notice. Association Leaves shall be defined according to the following: 1) 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: 2) Long Term Leaves are defined as leaves of absence for more than 30 days and up to a maximum of one (1) year, renewable through the duration of the contract. Such leaves will be granted by the Employer in increments of three (3) months and shall be reviewed periodically by the Employer's Labor Relations Director.
- 3518 The Association shall notify the Employer at least thirty (30) calendar days prior to the conclusion of any long-term leave of any employee covered by this provision of the Agreement. Such employee shall be returned to active employment pursuant to the employee's successful bid to a position within the bargaining unit for which he or she is qualified at the time of posting.
- 3519 The Employer shall not be responsible for providing health, dental, life insurance, or accrued time-off benefits during long term leave. However, bargaining unit seniority, Pension Service and Credited Service shall be bridged effective with the conclusion of such leave and the employee's return to active employment.
- 3520 Any employee elected to a CNA 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, so long as CNA reimburses the Employer for the costs of such. Pension Service and Credited Service will be applied for a maximum of **one term**, so long as the union reimburses the employer for such costs. Leaves beyond one term may be granted, however, time during such leave will not include Pension Service.



## Section J – RN Response Network

3521 Upon request from the Association, the Employer will grant unpaid leave, subject to operational necessity, to employees at the Regional level to provide disaster relief through the RN Response Network (RNRN). The Association will request in writing up to twenty-five (25) Nurses and/or Nurse Practitioners in totality at the Regional level to provide disaster relief through the RNRN program per each disaster. Requests made by the Association to exceed twenty-five (25) Nurses and/or Nurse Practitioners may be mutually agreed upon by both parties. All nurses and/or Nurse Practitioners participating in the RNRN program shall not be on leave for more than thirty (30) calendar days from the first day of release for this program. Employees may elect to utilize accrued vacation time during participation in the RNRN program.

3522 Additionally, the Employer may designate a disaster as one which warrants emergency relief efforts by a designated agency; and, therefore, may become a Kaiser Permanente (KP) sponsored Disaster Service. When KP sponsored Disaster Relief Service has been identified, the Employer and the Association mutually agree to adhere to the parameters and procedures outlined by the Employer; which includes, but is not limited to, the approval of time off, compensation and benefits.

### 3600 ARTICLE XXXVI – CALIFORNIA UNEMPLOYMENT AND DISABILITY COMPENSATION

3601 The Employer shall cause Nurses to be covered by unemployment and disability compensation in accordance with the terms of the California Unemployment Insurance Code. The above coverage may be adjusted during the life of this Agreement in the event future legislation is enacted that is applicable to non-profit hospitals.

### 3700 ARTICLE XXXVII – NO REDUCTION OF SALARIES OR FRINGE BENEFITS

3701 There shall be no reduction of present salaries or fringe benefits. Except as otherwise specifically provided, no Nurse currently receiving more than the minimum rate specified in this Agreement for such work shall have the rate of compensation reduced as a result of the execution of this Agreement so long as the Nurse continues in the present assignment. This Section refers only to a straight-time rate in excess of that to which the Nurse is entitled as outlined in Article XXIII. Any existing superior practice shall be continued.

3800 **ARTICLE XXXVIII – HEALTH AND SAFETY PROGRAM**

3801 The Employer agrees to continue to provide a safe and healthy work environment for RNs which complies with all applicable local, state, and federal health and safety laws and regulations.

- The Employer shall provide the protocols and personal protective equipment (PPE) based on the type and nature of any infectious disease diagnosis, according to applicable local, state, and federal requirements.
- The Employer shall maintain a three-month supply of PPE which includes new: N95 respirators, PAPR or CAPR, Elastomeric Respirators, Isolation Gowns, Isolation/Surgical Masks, Eye Protection, Shoe Coverings. It is understood by the parties that in the event of a natural disaster, global supply shortage, government mandated supply acquisition, or other significant impact to supply availability, maintaining a three-month supply may not be possible.
- Any RN assigned to a patient suspected of having an infectious disease shall be provided and use the same PPE and precautions as would be used with a confirmed case of the disease.
- The Employer will include department-specific infectious disease exposure precaution training and education as part of annual inservice education. This training and education may include proper donning and doffing of PPE, facility exposure control plans, and other programs related to infectious diseases.
- During an infectious disease outbreak, the Employer will activate appropriate disease transmission reduction measures as directed by facility Infection Prevention Department and/or local, state, or federal authorities including, but not limited to:
  - The Employer will screen patients in accordance with Infection Control Committee guidance based on applicable local, state, and federal health and safety guidelines.
  - Confirmed or suspected infectious disease patients will be placed in rooms with appropriate engineering or appropriate alternative engineering controls relevant to the outbreak disease.

- PPE donning and doffing training shall be provided to staff when caring for patients with the outbreak disease.
- In the event of a confirmed work-related exposure, the Employer will provide Nurses with the applicable testing.
- In the event of a confirmed work-related exposure, the Employer will conduct contact tracing as needed.
- When the Employer designates an infectious disease unit, additional staff resources will be utilized.
- An RN assignment will be adjusted if novel isolation procedures require complex donning and doffing of PPE when caring for patients with the outbreak disease.
- If a Nurse who has provided direct patient care to a patient with a documented infectious disease contracts the same infectious disease, Kaiser shall deem the disease to arise out of, and in the course of, employment, unless rebutted by other evidence. If an exposure has not been identified in the work environment, Kaiser shall not automatically deem the infectious disease as arising out of, and in the course of, employment, unless otherwise proven or required under the law.

### **Workplace Violence Prevention**

- 3802 The Employer and the Association agree that the workplace should be free from violent and/or aggressive behaviors. The Employer is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state and federal health and safety laws and regulations.
- 3803 The Employer shall prohibit the possession of knives, guns, and other weaponry in the workplace by anyone other than designated security and law enforcement personnel, and shall post such notice in all public entrances.
- 3804 Workplace violence is defined as the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.

## Workplace Violence Prevention Plan

3805 The Employer will have a workplace violence prevention plan in place at all times.

- As part of the Injury and Illness Prevention Program (IIPP) the Employer shall establish, implement and maintain an effective workplace violence prevention plan (Plan) that is in effect at all times in every unit, service, and operation. The Plan shall be in writing, shall be specific to the hazards and corrective measures for the unit, service, or operation, and shall be available to employees at all times. The written Plan may be incorporated into the written IIPP or maintained as a separate document, and shall include but not be limited to:
  - Training to all employees regarding the Workplace Violence Prevention Plan at least annually;
  - Procedures to communicate with employees regarding workplace violence matters;
  - Procedures for responding to violent incidents and situations involving violence or the risk of violence;
  - A system to, at least annually, assess and improve upon factors that may contribute to or help prevent workplace violence; and
  - A system to select and implement the assessment of risk factors for workplace violence.

## Education and Training

3806 The Employer will provide education and training on workplace violence to all nurses. Topics to be covered include, but are not limited to the following:

- How to recognize the potential for violence, factors contributing to the escalation of violence and how to counteract them, and when and how to seek assistance to prevent or respond to violence.
- Strategies to avoid physical harm.
- How to recognize and respond to alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering, as applicable.
- How to communicate concerns about workplace violence without fear of reprisal.
- How to report violent threats to law enforcement.
- Any resource available to RNs for coping with incidents of violence or the risk of violence.

- An opportunity for interactive questions and answers with a person knowledgeable about the workplace violence prevention plan.
  - The role of private security personnel, if applicable.
- 3807 The Employer will provide the written Workplace Violence Prevention plan to local PPCs and consider suggestions raised through the PPC or local safety committees as to what modifications should be made in improving the Workplace Violence Plan and Policy, local Workplace Violence prevention procedures, and/or training content.
- 3808 In the event a Nurse is impacted by an incident of workplace violence, the Employer will immediately provide appropriate care to affected Nurse(s), including offering trauma counseling, and will take necessary safety precautions in accordance with state law and Employer policy. Affected nurses may also request a leave of absence (utilizing sick, vacation, paid or unpaid administrative leave), or temporary accommodation.
- 3809 Following an incident of workplace violence, the Employer will conduct a post-incident debrief with involved in the incident, which shall include as applicable:
- Reviewing patient specific risk factors and any risk reduction measures specified for that patient;
  - Reviewing whether appropriate corrective measures developed under the workplace violence prevention plan were effectively implemented.
- 3810 The Employer shall, at each Nurse's request, create ID badges that do not include the Nurse's last name unless required for accreditation or by law.
- 3811 The Employer shall deter weapons in its facilities through the use of technology, signage, security presence, or other means. The screening process will be reviewed and discussed with PPCs.
- 3812 The Employer shall provide the Union with a regional workplace violence incident log twice annually that includes all incidents on Employer property during the previous year.

3900 ARTICLE XXXIX – SAFETY COMMITTEE

3901 A Safety Committee with Registered Nurse/Nurse Practitioner representation shall study and make recommendations regarding all problems pertaining to the Health and Safety of RN/NP employees. Such attendance on safety committees shall not result in loss of pay to employees. Recommendations to facility administration shall be responded to in writing within thirty (30) days. If the Safety Committee is in disagreement, or if the facility does not act upon the recommendations within thirty (30) days following receipt of the recommendations, the matter may be referred by the Association to the Special Review Panel (Article XIV, Section G – Resolution of Disputes with the PPC), under the procedures of the Section.

Patient Handling

3902 The Employer shall maintain a zero lift/safe patient handling policy at all times for all patient care units, and shall provide trained lift teams or other support staff trained in safe lifting techniques as described below in each Medical Center. For the purposes of this Article, a “zero lift/safe patient handling policy” means, a policy that requires replacement of manual lifting and transferring of patients with powered patient transfer devices, lifting devices, or lift teams, consistent with the Employer’s safety policies and the professional judgment and clinical assessment of the RN. As the coordinator of care, the RN is responsible for the observation and direction of patient lifts and mobilization, and participates as needed in patient handling in accord with the RN’s professional judgment and the functional requirements of the RN Job Description. The Employer will provide training to health care workers on appropriate use of lifting devices and equipment, body mechanics, and the use of lifting devices to handle patients safely.

4000 ARTICLE XL – TERMINATION NOTICE AND DISMISSALS

Section A – Employment Between Six (6) and Twelve (12) Months

4001 Any regular Nurse who has been continuously employed by the Employer for six (6) months but less than twelve (12) months and whose employment is terminated because of a reduction in staff shall be given one (1) weeks’ notice or one (1) week’s regular straight-time pay equivalent to what the Nurse was receiving immediately prior to termination.

Section B – Employment After One (1) Year

4002 Any Regular Nurse who has been continuously employed by the Employer for over one (1) year and whose employment is terminated by the Employer, except Nurses terminated for just cause shall be given two (2)

weeks' notice or two (2) week's regular straight-time pay equivalent to what the Nurse was receiving immediately prior to termination.

### Section C – Grievance Procedure Rights

4003 Except as otherwise provided in Article V, Section A – Probationary Nurses, a Nurse terminated by the Employer may refer the matter to the grievance procedure if the Nurse believes the dismissal to be unwarranted.

## 4100 ARTICLE XLI – ADJUSTMENT AND ARBITRATION

### Section A – Grievance Procedure

4101 The Association, as the exclusive bargaining representative of employees in the bargaining unit, has the sole and exclusive right to file, pursue, withdraw or resolve grievances at any step of the procedure. The parties agree that the grievance/arbitration procedure is the sole and exclusive remedy for any and all disputes or rights arising from or relating to this Agreement. Nothing in this provision shall be construed to abridge or expand the ability of the Association or individual Nurses to pursue claims arising from rights established through statutes or regulations in appropriate legal or administrative forums.

#### Step One

4102 The first step of the grievance procedure shall be the discussion with the Nurse's immediate supervisor or the Director of Nursing. Every grievance must be initiated in the first step within thirty (30) calendar days of the date when the Nurse or the Association had knowledge (or in the normal course of events should have had knowledge) of the event constituting the grievance. A grievance involving clerical errors may be presented within one (1) year from the date of such error.

4103 In the event the grievance concerns the discharge or suspension of the Nurse, the grievance must be presented in the first step or the second step within seven (7) calendar days following the discharge or suspension. The immediate supervisor, Director of Nursing, or Human Resources Consultant must give the aggrieved Nurse and/or Association representative, as the case may be, an answer within seven (7) calendar days after such discussion. If such answer is not satisfactory, the Association may appeal the grievance to Step Two or Step Three in writing within seven (7) calendar days from such answer.

#### Step Two

4104 A grievance appealed to the second step of the grievance procedure shall be discussed by the employee and Nurse Representative or Association

Representative and the Human Resources Consultant or designee within fourteen (14) days of a written request for a second step hearing, unless extended by mutual agreement. The Employer response will be in writing within seven (7) calendar days following the Step Two meeting.

### Step Three

- 4105 If a satisfactory adjustment is not made under the provisions of Step Two, the grievance may be appealed by the Association to the Labor Relations Manager or designee within seven (7) calendar days following the Employer's second step response. The Labor Relations Manager or designee shall meet with the Association Representative on a monthly basis to attempt to resolve all grievances then pending at Step Three. Such meetings shall be regularly scheduled at least one (1) day per month. Additional meetings may be scheduled by mutual agreement if necessary to review all pending grievances. The monthly meeting may also be canceled by mutual agreement if no grievances are pending.
- 4106 One (1) or more of the above grievance steps may be waived by mutual agreement of the Parties.

### Step Four - Arbitration

- 4107 If the grievance is not settled in Step Three within ten (10) working days after the third step monthly meeting the Association may submit in writing that the matter be submitted to an impartial Arbitrator for determination. The Arbitrator shall be chosen by the Parties by mutual agreement with a good faith effort by both Parties to increase mutual selection of female arbitrators.
- 4108 During the term of this Agreement the Parties agree to meet for the purposes of determining a more expeditious method of addressing grievances that are moved to the arbitration step of the Grievance Procedure. Until agreement is reached, or in the event that the Parties are unable to agree on such method, and no arbitrator is selected by mutual agreement as provided for in paragraph 4107, the Parties shall request and select from a panel of seven (7) arbitrators provided by FMCS. The selection of an arbitrator from such panel shall be in accordance with paragraph 4109 below.
- 4109 The Parties shall alternately strike one (1) name each from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial arbitrator.



4110 The submission in writing that the matter be submitted to an impartial arbitrator must be made not later than ten (10) days after the expiration of the time for settling the grievance in Step Three.

4111 In discharge and suspension cases, the Parties shall “request” the issuance of an award and condensed opinion within ten (10) days after submission, except in situations where either Party requires a written brief, in which case the award and condensed opinion shall be due within ten (10) days following receipt of such written briefs. At the request of either Party, the arbitrator shall render an expanded opinion at a later date.

#### Section B – Accelerated Arbitration Procedure

4112 The Parties have a good faith mutual objective in having discharge, suspension, and similar cases heard and decided as promptly as possible without sacrificing or denying any necessary aspect of due process.

4113 In other cases, the grievance must be presented in Step Two in writing within thirty (30) days of the event giving rise to the grievance.

4114 In the case of discharge or suspension, a grievance must be presented in writing in Step Two within seven (7) calendar days of such discharge or suspension. Upon completion of the Step Three meeting, the Parties will determine if any or several of the following accelerated procedures can be agreed upon under the circumstances of the particular case:

Agreement to stipulate the facts in advance of the arbitration hearing.

Agreement to waive transcript and/or written brief unless the arbitrator requires the same.

Agreement to obtain an expedited transcript and/or submission of a summary statement before receipt of a transcript unless the arbitrator requires otherwise.

#### Section C – Time Limit

4115 The arbitrator shall render her/his decision within thirty (30) days after the matter has been fully submitted, unless the Parties by mutual agreement extend such time limit. In discharge and suspension cases, the Parties shall “request” the issuance of an award and condensed opinion within ten (10) days after submission, except in situations where either party requires a written brief, in which case the award and condensed opinion shall be due within ten (10) days following receipt of such written briefs. At the request of either party, the arbitrator shall render an expanded opinion at a later date.

#### Section D – Scope of the Arbitrator's Authority

- 4116 The impartial arbitrator shall have no power to add to subtract from or to change any of the terms or conditions of this Agreement.

#### Section E – Final and Binding Decision

- 4117 The decision of the impartial arbitrator shall be final and binding upon the Parties.

#### Section F – Expenses of Arbitrator

- 4118 Expenses of any arbitration will be shared equally by the Employer and the Association. However, each party shall bear its own expenses of representation and witnesses.

#### Section G – Probation Period

- 4119 Regular Registered Nurses may be discharged without recourse to the grievance procedure within the first 90 days of employment. Short-Hour, Temporary and Per diem Nurses may be discharged without recourse to the grievance procedure until such Nurse has been employed for 6 months or worked 300 hours, whichever comes first.

- 4120 Interim Permittees are subject to the same limitations and restrictions on access to the grievance arbitration procedure that are applicable to probationary Nurses as described in paragraph 4119. The applicable probation period will begin on a Nurse's first day of work after s/he receives her/his RN license, and none of the time that a Nurse serves as an Interim Permittee shall count towards completion of the probation period.

#### Section H – Just Cause

- 4121 The Employer shall have the right to discharge or assess disciplinary action for just cause. Investigatory leaves shall be treated as paid administrative leave.
- 4122 A Nurse may request to have an Association representative present at a meeting with the Employer when the Nurse reasonably believes such meeting may result in disciplinary action. Furthermore, the Employer shall

advise a Nurse in advance if a requested meeting may result in suspension, discharge, or other discipline of the Nurse.

#### Section I – No Strikes or Lockouts

- 4123 There shall be no strikes, lockouts or other stoppages or interruptions of work during the life of this Agreement. All disputes arising under this Agreement shall be settled in accordance with the procedure outlined above.

#### Section J – Personnel Records

##### Access to Personnel Files

- 4124 The Nurse and/or the Nurse Representative and/or the Association Representative, if authorized in writing by the Nurse may examine any written warning, formal evaluation and written record of an oral warning which is issued with respect to such Nurse. Formal evaluations and written or oral warnings are not subject to the grievance procedure unless it results in or is relied upon to support future disciplinary or personnel actions. The Nurse may place in the file written comments on such material within two (2) weeks after inspection.
- 4125 Nurses shall be given an opportunity to read, sign and attach written comments to formal performance evaluations or formal letters of warning prior to the placement of such material into the Nurses' personnel file. It is understood that formal evaluations may address work performance and behavioral issues, but shall not include specific reference to disciplinary actions that may have previously been taken against the employee being evaluated.
- 4126 Warning letters and performance evaluations shall become a valid part of the personnel file if they have been signed by the Nurse, as proof of receipt only, or the Nurse Representative has been notified in writing of a Nurse's refusal to sign. Performance evaluations are not discipline and may not be relied upon for purposes of transfers or other personnel actions.
- 4127 Disciplinary actions that are more than twelve (12) months old shall be segregated from other materials in personnel files and shall not be relied upon for purposes of discipline or other personnel actions, unless (a) the RN/NP engages in the same or related conduct within twelve (12) months from the date of the disciplinary action, or (b) the conduct for which the disciplinary action was issued involved acts which result from willful negligence, use of drugs or alcohol, or are repetitive, or as otherwise agreed upon by the parties. Disciplinary actions within the last twelve (12)

months may be relied upon to deny the request for transfer only if the discipline is related to clinical competence, such as medication errors or inappropriate interaction with patients or families, and resulted in a plan of correction which has not been completed.

4128 The twelve (12) month term will be extended by any time spent in layoff. Corrective action plans will follow Nurses to their newly accepted positions.

4129 Authorized staff representatives of the Association shall be allowed at Step Two or later upon request to the facility to inspect appropriate material in personnel files which is related to an alleged contract violation if the employee's written consent is presented to the facility designee. In arbitration, the facility will not submit any such material which it has denied right of inspection to the Association.

#### Changes in Personnel Records

4130 In any case where agreement has been reached between the facility and the Association to make revisions in the personnel records, the Association shall be allowed upon request to the facility designee to inspect such personnel records.

#### Section K – Notice to the California Nurses Association

4131 Notice in writing of discharge or suspension shall be sent to the Association within twenty-four (24) hours of such action excluding holidays and weekends. The seven (7) calendar days provided for filing in Step Two shall commence from the date that the notice to the Association is postmarked.

#### 4200 ARTICLE XLII – SAVINGS CLAUSE

4201 If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America, the remaining provisions of the Agreement shall remain in full force and effect.

#### 4300 ARTICLE XLIII – TERM OF AGREEMENT

4301 Except as provided herein, this Agreement shall become effective on **September 1, 2022** and shall continue in effect without change, addition or amendment through **August 31, 2026**. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing to the other at least ninety (90) days prior to the expiration date of this Agreement of its desire to terminate or amend this Agreement. If a new Agreement is not reached prior to **September 1, 2026**

or any anniversary date thereafter, the Parties may, by mutual written consent extend the existing Agreement for a specified period of time.

4302 The parties will use their best efforts to ensure that this Agreement is printed promptly following ratification. Each party shall bear all the expenses related to the printing of their share of Agreement documents.

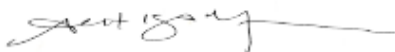
4303 For Master CNA Negotiations, the Union shall notify the Employer at least two (2) weeks in advance of the first negotiating session of the names of those Nurses selected to be on the CNA bargaining team. The Employer will provide paid release time for up to twenty-five (25) Nurses identified by the Association for any work days missed due to attending bargaining sessions or agreed-upon caucus days. Pay shall be at the Nurse's straight-time rate, including shift differential, for the Nurse's regularly scheduled hours. No pay will be due for hours in excess of the Nurse's regular work day, or in excess of the Nurse's regular workweek. Time spent in negotiating meetings or caucuses will not be considered time worked for purposes of calculating overtime, premiums or penalty pay under the Agreement. The Union will notify the Employer as soon as possible of any changes to the bargaining team following initial notification.

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

By: KAISER FOUNDATION HOSPITALS  
THE PERMANENTE MEDICAL GROUP, INC.

**/s/**

Carrie O. Plietz, FACHE  
President, Northern California Region  
Kaiser Foundation Health Plan, Inc.  
Kaiser Foundation Hospitals



Albert Mossman,  
Executive Director,  
Regional Labor Relations



Meghan A. Swinford, RN  
Regional Director,  
Patient Care Services Operations

**/s/**

Colleen W. Keller, PT, DPT Regional  
Director, Home Health and Hospice

**/s/**

Linzey M. Davenport, RN  
Chief Nurse Executive, Sacramento

**/s/**

Daniel Scroggins, RN  
Clinical Adult Services Director, Fresno

**/s/**

Matt J. Felton, RN  
Administrative Services Director  
Modesto

**/s/**

Betty L. Sargent,  
Regional Director, Labor Relations

**/s/**

David Pak,  
Regional Sr. Labor Relations Consultant

**/s/**

Lora Hather,  
Regional Labor Relations

**/s/**

Ann Williamson, RN  
Regional Chief Nurse Executive Patient  
Care Services Operations

**/s/**

DuPriest O. Hill, RN  
Chief of Labor Strategy and Relations,  
Nursing and Clinical Practice, TPMG



Richard Kimbrel, RN  
Regional Director,  
Medical Group Consulting Services

**/s/**

Lynn Campama, RN  
Medical Group Administrator, Fresno

**/s/**

JoAnn Glover, RN Operations  
Director, Regional Appt and Advice  
Call Center

**/s/**

Natalie Roesler, RN  
Director of Nursing and Clinical Practice,  
TPMG

**/s/**

Karen L. Miles, RN  
Regional Director,  
Care Coordination

**/s/**

Catherine A. Porter,  
Director of Labor Strategy and Strategic  
Initiatives, TPMG

**/s/**

Susan M. Lewitt,  
Regional Sr. Labor Relations Consultant

**/s/**

Krystal Prado,  
Learning Consultant, TPMG

By: CALIFORNIA NURSES ASSOCIATION

Bonnie Castillo

Bonnie Castillo, Executive Director

Matt Boyer

Matt Boyer, Kaiser Division Director

Cathy Kennedy

Cathy Kennedy, RN, Bargaining Team Chair

Amy Arlund

Amy Arlund, RN

Joseph Catindig

Joseph Catindig, RN

Leah Gatimu

Leah Gatimu, RN

Mary Goodwin

Mary Goodwin, RN

Michelle Gutierrez-Vo

Michelle Gutierrez-Vo, RN

Britta Houser

Britta Houser, RN

Janet Kinney

Janet Kinney, RN

Mary Magtanoog-Sigua

Mary Magtanoog-Sigua, RN

Diane McClure

Diane McClure, RN

Ashley Moore

Ashley Moore, RN

Shellane Raymundo

Shellane Raymundo, RN

Roxanne Stiles-Donnelly

Roxanne Stiles-Donnelly, NP

Khadijatu Kabba

Khadijatu Kabba, National Field Director

Jonathan Weitz

Jonathan Weitz, Northern California Private Sector Director

Claudia Alarcon

Claudia Alarcon, RN

Chelsea Carrera

Chelsea Carrera, RN

Elsia Garcia

Elsia Garcia, RN

Colleen Gibbons

Colleen Gibbons, RN

Thuy Ho

Thuy Ho, RN

Frances Iturburnia

Frances Iturburnia, RN

Cheryl Madsen

Cheryl Madsen, RN

Mike Marino

Mike Marino, RN

EC Mitchell

EC Mitchell, RN

Michelle Oyarzo

Michelle Oyarzo, RN

Tina Reaves

Tina Reaves, RN

Lyn Tirona

Lyn Tirona, RN

Monte Wright

Monte Wright, RN

## Appendices









APPENDIX A – WAGE STRUCTURE

CNA-AII AREAS		EFFECTIVE 1ST FULL PAY PERIOD IN JANUARY, 2026				5.25%								
REGULAR		Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 11	Year 16	Year 21	Year 26	Year 31	Year 36	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
032810	Nurse Permittee	81.2034												
022881	Staff Nurse I	85.4778												
022982	Staff Nurse I SH	106.8472												
022882	Staff Nurse II	89.7516	94.2396	98.9511	102.4993	105.0366	106.6123	108.7666	111.4672	113.6967	115.9702	119.4493	123.0328	
022952	Staff Nurse II SH	112.1894	117.7997	123.6886	128.1243	131.2961	133.2653	135.9584	139.3338	142.1205	144.9627	149.3114	153.7907	
022883	Staff Nurse III	94.2396	98.9511	103.8984	107.6253	110.2885	111.9428	114.2046	117.0410	119.3816	121.7688	125.4215	129.1841	
022963	Staff Nurse III SH	117.7997	123.6886	129.8728	134.5320	137.8608	139.9286	142.7559	146.3011	149.2268	152.2111	156.7771	161.4804	
022884	Staff Nurse IV	96.9316	101.7780	106.8674	110.7000	113.4397	115.1412	117.4684	120.3844	122.7925	125.2478	129.0050	132.8752	
022964	Staff Nurse IV SH	121.1645	127.2228	133.5844	138.3750	141.7997	143.9265	146.8352	150.4810	153.4910	156.5597	161.2563	166.0940	
022804	Staff Charge Nurse II	94.2396	98.9511	103.8984	107.6253	110.2885	111.9428	114.2046	117.0410	119.3816	121.7688	125.4215	129.1841	
022953	Charge Nurse II SH	117.7997	123.6886	129.8728	134.5320	137.8608	139.9286	142.7559	146.3011	149.2268	152.2111	156.7771	161.4804	
022816	Staff Charge Nurse III	98.9511	103.8984	109.0934	113.0065	115.8039	117.5395	119.9152	122.8926	125.3505	127.8576	131.6932	135.6440	
022817	Staff Charge Nurse IV	101.7780	106.8672	112.2108	116.2347	119.1117	120.8988	123.3415	126.4038	128.9316	131.5105	135.4554	139.5191	
022813	HH Nurse I	89.7516	94.2396	98.9511	102.4993	105.0366	106.6123	108.7666	111.4672	113.6967	115.9702	119.4493	123.0328	
022973	HH Nurse I SH	112.1894	117.7997	123.6886	128.1243	131.2961	133.2653	135.9584	139.3338	142.1205	144.9627	149.3114	153.7907	
022812	HH Nurse II	94.2396	98.9511	103.8984	107.6253	110.2885	111.9428	114.2046	117.0410	119.3816	121.7688	125.4215	129.1841	
022972	HH Nurse II SH	117.7997	123.6886	129.8728	134.5320	137.8608	139.9286	142.7559	146.3011	149.2268	152.2111	156.7771	161.4804	
022818	HH Nurse III	96.9316	101.7780	106.8674	110.7000	113.4397	115.1412	117.4684	120.3844	122.7925	125.2478	129.0050	132.8752	
022974	HH Nurse III SH	121.1645	127.2228	133.5844	138.3750	141.7997	143.9265	146.8352	150.4810	153.4910	156.5597	161.2563	166.0940	
022851	Nurse Practitioner I	105.0091	110.2595	115.7726	119.9243	122.8929	124.7367	127.2570	130.4168	133.0246	135.6852	139.7560	143.9487	
022991	Nurse Practitioner I SH	131.2613	137.8249	144.7158	149.9057	153.6163	155.9209	159.0713	163.0211	166.2809	169.6068	174.6948	179.9356	
022852	Nurse Practitioner II	107.7017	113.0869	118.7416	122.9996	126.0444	127.9346	130.5201	133.7604	136.4356	139.1645	143.3392	147.6394	
022992	Nurse Practitioner II SH	134.6272	141.3587	148.4267	153.7489	157.5554	159.9185	163.1499	167.2006	170.5442	173.9554	179.1738	184.5490	
022855	Nurse Practitioner III	113.0867	118.7416	124.6778	129.1489	132.3466	134.3313	137.0459	140.4483	143.2577	146.1226	150.5062	155.0214	
022993	Nurse Practitioner III SH	141.3586	148.4267	155.8480	161.4362	165.4333	167.9143	171.3072	175.5605	179.0722	182.6536	188.132966	193.7770	
028603	Patient Care Coord Case Mgr	89.7516	94.2396	98.9511	102.4993	105.0366	106.6123	108.7666	111.4672	113.6967	115.9702	119.4493	123.0328	
028607	Patient Care Coord Case Mgr SH	112.1894	117.7997	123.6886	128.1243	131.2961	133.2653	135.9584	139.3338	142.1205	144.9627	149.3114	153.7907	
028611	Patient Care Coord Case Mgr III	94.2396	98.9511	103.8984	107.6253	110.2885	111.9428	114.2046	117.0410	119.3816	121.7688	125.4215	129.1841	
028612	Patient Care Coord Case Mgr III SH	117.7997	123.6886	129.8728	134.5320	137.8608	139.9286	142.7559	146.3011	149.2268	152.2111	156.7771	161.4804	
028614	Patient Care Coord Case Mgr IV	96.9316	101.7780	106.8674	110.7000	113.4397	115.1412	117.4684	120.3844	122.7925	125.2478	129.0050	132.8752	
028615	Patient Care Coord Case Mgr IV SH	121.1645	127.2228	133.5844	138.3750	141.7997	143.9265	146.8352	150.4810	153.4910	156.5597	161.2563	166.0940	
	<b>Shift Diffs</b>													
	Evening=SN2.step1 * 11%	9.8727					<b>Weekender add</b>	10.0%						
	Night=SN2.step1 * 17.5%	15.7065					<b>Float add</b>	5.0%						
							<b>Multi-Facility add</b>	2.0%						
							<b>Multi Med Center add</b>	5.0%						
							<b>RN First Assistant add</b>	5.0%						
							<b>Charge add</b>	5.0%						
							<b>Volunteer Float</b>	5.0%						

## APPENDIX B – CHARGE NURSE

### Charge Nurse

A Registered Nurse regularly scheduled to work at least twenty-four (24) hours per week (nothing herein shall preclude the Employer from creating a Charge Nurse position of less than twenty-four (24) hours on an exception basis, such position not constituting a precedent for the establishment of hours for other Charge Nurse positions) assigned to a Kaiser Foundation Hospital department or a Permanente Medical Group clinic department who is classified as a Charge Nurse by the Employer and who:

Provides professional leadership and direction of department personnel necessary to maintain the efficient delivery of effective nursing care. Is responsible for managing the care/service given to a group of patients, which includes coordinating the activities of the nursing unit/department and is specifically and regularly assigned by the Employer to direct, check, review, assign and organize the work of at least five (5) FTE (full-time equivalent) personnel.

Has the responsibility to train and report on the work performance of those overseen.

Spends at least twenty percent (20%) of her/his work time involved in related Charge Nurse duties as described above.

### Charge Nurse Selection

The Employer upon posting a Charge Nurse position shall have discretion in filling the position by selecting from among the 3 most senior applicants within the department who meet the posted requirements. In the event there are not 3 applicants within the department who meet the posted requirements, the Employer shall have the option to consider applicants from the entity (KFH-Hospital and TPMG clinic), facility region or sources outside the bargaining unit and award the position in that order. The posting and filling of a Charge Nurse position, however, shall not result in the displacement of any Nurse from the department in which the position is posted.

With the above exceptions, posting and filling of vacancies shall be in accordance with Article IX – Position Posting and Filling of Vacancies.

Individual Registered Nurses classified as Charge Nurses as of December 31, 1987, whose positions do not meet the criteria set forth above, shall continue to be compensated as Charge Nurses as long as they remain in their current positions.

## APPENDIX B – CHARGE NURSE

### LETTER OF AGREEMENT RANDOM DESIGNATED RN ASSIGNMENTS (New in 2002-2006 CBA)

Kaiser Permanente and the Association agree that 90 days after ratification of this Agreement they shall begin a review of the duties and responsibilities assigned to Nurses designated as team leaders, shift leaders or resource nurses to determine whether those assignments constitute Charge Nurse positions and, accordingly, should be posted as such. If the Parties determine that such assignments in any department or facility do not warrant posting as Charge Nurse positions, then any Nurse who is assigned to perform team leader, shift leader, or resource nurse duties shall receive relief in higher classification pay for all hours worked in such assignment.

## APPENDIX C – JURISDICTION

### 2011 SUPPLEMENTAL LETTER OF AGREEMENT CLARIFICATION OF BARGAINING UNIT

The Jurisdictional Review Process identified in Appendix C of the 2006 CBA shall be accelerated and scheduled for completion by or before December 31, 2011. The Parties guarantee that they shall provide sufficient capacity to complete this work and make determinations regarding all remaining outstanding classifications subject to the jurisdictional review process as described in Appendix C (Jurisdiction) of the Master Agreement, and shall do so in good faith so as to guarantee a fair and accurate assessment of the bargaining unit status of each covered classification. A list of the outstanding classifications is provided below. Any classification or classifications not completed by 120 days from date of ratification shall be submitted to arbitration pursuant to paragraph 7 of the above referenced Appendix C. RNs/NPs who are in a classification deemed by the Parties under this review process to have been inappropriately assigned in a non-bargaining unit status, and should have been part of the CNA bargaining unit, shall have the right to transfer into the CNA bargaining unit in a covered classification subject to not less than thirty (30) days notice. Any RN in such classification who elects to transfer into the CNA bargaining unit shall have bargaining unit seniority from their date of hire or entry into a covered classification under the jurisdictional review process, calculated by the same formulas which have been used to calculate CNA seniority from Agreement to Agreement. Wages shall be based upon contractual standards established for CNA represented RNs/NPs, with any increase in hourly rate applicable immediately upon transfer. If for any reason the RN/NP is paid above the contractual scale, they shall be red circled until the contractual rate has reached the same rate as had been paid or a period of two (2) years, whichever occurs first.

Any postings for classifications deemed to belong to CNA subject to the jurisdictional review process and the terms and conditions of the Master Agreement shall be represented by C.N.A.

#### Jurisdictional Review Classifications

Patient Care Coordinator  
Case Manager  
Clinical Nurse Specialists  
Transplant Coordinator  
Quality Assurance Utility Coordinator  
Infection Control Coordinator  
In-Service Educator/Instructor-Clinical Educator  
Nursing project coordinator classification (job number 949017)

## APPENDIX C – JURISDICTION

### 2006 SUPPLEMENTAL LETTER OF AGREEMENT CLARIFICATION OF BARGAINING UNIT

This Letter of Agreement hereby entered into by Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (collectively, the “Employer”) and the California Nurses Association (the “Association”) to provide for the resumption of the jurisdictional review process established in Appendix C of the Master Agreement.

1. The parties recognize that this jurisdictional review process had been suspended during the jurisdictional review process due to certain actions by the NLRB. The parties now desire to move forward with the audit process established in Appendix C in accordance with the terms and conditions described below.
2. With respect to the Association’s prior submission of job classifications to be covered by the jurisdictional review process (see attachment A), by agreement between the parties the following classifications have been removed from consideration by the Audit Committee:

Certified Registered Nurse Anesthetist  
Chief Certified Registered Nurse Anesthetist  
Short Hour Certified Registered Nurse Anesthetist  
Certified Nurse Midwife  
Employee Health Manager  
Physician’s Assistant  
Research Nurse, Short Hour Research Nurse\*  
Research Nurse Practitioner\*

\*The Employer shall perform an audit of the Department of Research to determine if any bargaining unit nurses are employed within the department.

3. In order to process this review on an expedited basis, the parties further agree to use a reasonable sample of incumbents in order to make an initial determination of probability in prospective assignment of bargaining unit status. This sample shall consist of ten percent of the classification under review, provided not less than ten incumbents will be surveyed in each classification. For classifications with less than ten incumbents, all incumbents will be audited to insure a fair sample for initial determination purposes.
4. If such sample is sufficient to determine that incumbents of the classification under review should not be in the unit, no further review is necessary. If the initial determination is otherwise, the Audit Committee shall proceed with further review of all other incumbents in the classification to determine, on a case by case basis, whether such status is justified.



## APPENDIX C – JURISDICTION

5. In instances where the audit committee agrees that the work of any incumbents in reviewed classifications is bargaining unit work, no current incumbent shall be required to convert to the bargaining unit as a condition of employment. However, any affected incumbent shall have the option to convert to bargaining unit status if his or her position is deemed to be bargaining unit work as the result of this review. In the event that any incumbent does not opt to convert to bargaining unit status, such position shall be continued as a non-bargaining unit position until vacated, at which time it shall be posted, dependent upon the Employer's continuing need for such work, as a bargaining unit position.

Any disputes between the parties regarding this jurisdiction review process shall be governed by procedures established in Appendix C of the Agreement.

## APPENDIX C – JURISDICTION

### 2002 LETTER OF AGREEMENT CLARIFICATION OF CNA BARGAINING UNIT

This Letter of Agreement is entered into between Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (collectively “Employer”) and The California Nurses Association (“the Association”) to establish processes for clarifying the status of Registered Nurses employed by the Employer in positions that are currently not recognized as part of the bargaining unit represented by the Association.

1. The Employer and the Association recognize that KFH and TPMG currently employ Registered Nurses in non-supervisory, non-managerial positions that are not recognized as part of the Association’s bargaining unit.
2. The Employer and the Association further recognize that it is in the interest of both Parties to establish processes for identifying and resolving disputes concerning the bargaining unit status of Registered Nurses in such positions.
3. Accordingly, the Employer and the Association agree that no later than 60 days following execution of a collective bargaining agreement to succeed the contract which expires on August 31, 2002, each party will select 3 individuals to participate in a joint audit of non-bargaining unit positions held by Registered Nurses.
4. The audit Committee identified in paragraph 3 above, shall have access to information that is necessary and relevant to identifying positions currently held by non-bargaining unit Registered Nurses and for determining their appropriate bargaining unit status. The Audit Committee may meet periodically, as necessary, to conduct joint activities. The Audit Committee will make its best effort to complete its activities within nine (9) months from the date of ratification but in no case can resolution continue more than twelve (12) months from ratification.
5. The Employer and the Association agree that if the members of the Audit Committee agree on the status of Registered Nurses in a particular job classification, the Parties will accept that determination as final and binding.
6. If the Audit Committee is unable to agree on the status of Registered Nurses in a particular job classification or classifications, within ten (10) business days after the conclusion of the joint audit process the Association may submit such disputes, in writing, to final and binding arbitration.
7. The Employer and the Association agree to select a single neutral arbitrator to hear any and all disputes arising from or relating to this Letter of Agreement. The Parties agree to select an arbitrator who is familiar with the health care industry and NLRB’s policies, principles and precedents relating to Unit Clarification. The resolution of any bargaining unit placement dispute shall be governed by such principles, precedential arbitration awards or NLRB decisions involving disputes between the Parties, and paragraph 201 of the collective bargaining agreement.

## APPENDIX C – JURISDICTION

### 2002 LETTER OF AGREEMENT NEW FACILITIES

In the event that Kaiser extends or adds to current facilities, or adds new facilities within the thirty (30) mile area of any existing Kaiser facility covered under this collective bargaining agreement, then the terms and conditions of this Master Agreement shall apply automatically.

Where California Nurses Association jurisdiction applies outside the area, as defined above, the Parties shall meet to bargain over all wages, hours and other terms and conditions of employment for Registered Nurses assigned to such new facilities (hospitals and/or clinics).

## APPENDIX C – JURISDICTION

2001

October 4, 2001

Jim Ryder  
Kaiser Director  
California Nurses Association  
2000 Franklin Street  
Oakland, CA 94612

Re: New and Disputed Positions Employing Registered Nurses

Dear Mr. Ryder:

This will acknowledge our discussions with regard to the above referenced subject and affirms our agreement to establish a forum for review of the representational status of certain nursing classifications that the Union believes properly belong to the bargaining-unit. By agreeing to this forum, the Union should not infer that the Employer is in any manner modifying its prior positions on this subject. However, we believe that these meetings will serve to increase our understandings of each other's positions, fully develop the factual nature of our disagreements, and identify appropriate courses of resolution depending on the facts and circumstances of each dispute.

Additionally, we will agree to include in these discussions the development of a process whereby Labor Relations will have oversight of new RN positions to determine bargaining-unit status prior to the commencement of recruiting activities.

Sincerely,

SIGNED  
Nancy A. Carlson

CC: Chris Robisch  
Ron Yett  
Samuel Romano

## APPENDIX D – RETIREMENT

### IRA PENSION AGREEMENT CONVERSION (Historical Language)

As soon as practical but no later than July 24, 1983, the present Individual Retirement Account (IRA) Program set forth in Article XXXI shall be converted and designated in the Agreement as the California Nurses Association/Kaiser Permanente Pension Trust Fund (CNA/KPPTF) subject to the following conditions:

- A. The current eligibility requirements set forth in the present IRA Plan shall be applicable to the Pension Plan.
- B. The Employer IRA contribution rate (presently five percent (5%)) and the current method of calculation and payment shall continue to apply to the Pension Plan.

It is understood that this Agreement is contingent on IRS qualification. In the event that such qualification is not obtained prior to July 24, 1983, such date shall be extended as necessary but no later than December 31, 1983. Should the IRS not qualify the plan, the present IRA program shall be continued with Wells Fargo Bank<sup>41</sup> as custodian. Wells Fargo Bank\* will have complete administrative responsibility for enrolling eligible Nurses and for providing the Employer with authorization for individual contributions to Wells Fargo Bank\*. No contributions will be made without enrollment authorization. The Employer agrees to provide all reasonable cooperation to enable Wells Fargo Bank\* to fulfill its responsibilities. Until such time as a new custodial agreement is completed by the Nurse, the Employer will continue to make contributions into the escrow account.

All Registered Nurses presently participating in IRAs will be transferred to CNA/KPPTF. Registered Nurses who opted for the Kaiser Permanente Employees Pension Plan as set forth in Article XVI, F – Option for Nurses with Vested Rights in KPEPP, shall not have the option to switch to the Pension Plan in the CBA dated March, 25, 1998 through December 31, 2002.

No eligible Registered Nurse will have the right to refuse participation in the Pension Plan.

Voluntary contributions to the Pension Plan shall be made after payroll taxes are deducted.

The administrator and trustee of CNA/KPPTF will remain unchanged during the term of this bargaining agreement.

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<sup>4</sup> Or other bank as designated in writing by CNA. CNA shall provide reasonable notice of bank change.

## APPENDIX D – RETIREMENT

All administrative responsibilities, such as, but not limited to, enrollment of participants, investment changes, beneficiary designations, forms, educational material/programs, statements, retirements and/or termination distributions shall be the sole responsibility of the Plan administrator and trustee.

Nothing within the Pension Plan Trust Document shall supersede the terms and conditions of the Collective Bargaining Agreement between the Parties.

Disputes between the Parties relative to the Collective Bargaining Agreement provisions for the Plan shall be resolved within the dispute resolution process as set forth in the Collective Bargaining Agreement.

Prior to January 31, 1983, the Employer and the California Nurses Association shall meet with Crocker Bank officials for the purposes of discussing the creation of an interim or escrow account for Employer contributions. If such agreement is satisfactory to Kaiser, the Association and Crocker Bank, Employer contributions will cease being paid to Wells Fargo Bank and be forwarded to Crocker Bank on a date acceptable to all Parties. Should an agreement not be reached, contributions shall continue to be paid to Wells Fargo Bank IRA program until contributions can be made in accordance with paragraph 2 above.

Prior to January 31, 1983, the Parties shall meet for the purpose of establishing a Pension Plan document for qualification by the IRS.

It is agreed that, notwithstanding Article XVI, Contribution Rates and Eligibility in the CBA dated March 25, 1998 through December 31, 2002, participants in the new CNA/Kaiser Pension Trust Fund shall be eligible for Employer contributions upon reemployment within a year of their termination, as required by the Code.

## APPENDIX D – RETIREMENT

### REPLACEMENT OF IRA WITH 401(K) PLAN (Historical Language 1/1/76 – 12/31/02)

Effective January 1, 1976, except as modified by Conversion of IRA Program below, it is the intention of the Parties to provide an Individual Retirement Account as permitted by the Employee Retirement Income Security Act of 1974 (ERISA) for each eligible Regular full-time Nurse and Regular part-time Nurse. It is the further intention of the Parties that, except as provided below, such Individual Retirement Accounts shall be complete substitution for any rights under the Employer's present retirement plan known as the Kaiser Permanente Employees Pension Plan (hereinafter called "KPEPP").

Effective January 1, 1995, the Employer shall contribute to the KP401k Plan for each eligible Nurse a sum equal to five percent (5%) of the Nurse's gross compensation. An eligible Nurse for purposes of Employer contributions is defined as a new or present Regular Nurse who has completed one (1) year of Regular employment with the Employer. Nurses with rights under the Kaiser Permanente Employees Pension Plan (KPEPP), as described under - Option for Nurses With Vested Rights in KPEPP and Non-Vested Nurses Contingent Vesting shall retain such rights.

Nurses who were eligible and elected to continue participation in KPEPP on December 31, 1975 as described under Option for Nurses With Vested Rights in KPEPP, shall continue this participation and will not be eligible for Employer contributions under KP401k.

Until January 1, 1995, Employer contributions will be made to the CNA/Kaiser Permanente Money Purchase Plan for eligible Nurses as described above.

It is the intention of the Parties that the Employer contributions made to the KP401k Plan become a complete substitution for the CNA/Kaiser Permanente Money Purchase Plan. In addition, the Employer will cooperate with the Union, using its best efforts, to transfer account balances from the Money Purchase Plan to Kaiser Permanente as Administrator using the same investment options and combining the accounts with KP401k Plan.

#### Contribution Rates and Eligibility

The Employer shall contribute into an Individual Retirement Account for each eligible Nurse a sum equal to five percent (5%) of the Nurse's gross compensation.

An eligible Nurse for purposes of Employer contributions is defined as a new or present Regular full-time or Regular part-time Nurse who has completed one (1) year of employment with the Employer. If a Nurse is terminated by or terminates his or her employment with the Employer and thereafter is reemployed by the Employer, such Nurse must complete another one (1) year of service in her/his new employment before being eligible to have Individual Retirement Account contributions made on his or her behalf.

## APPENDIX D – RETIREMENT

### Contributions to Individual Retirement Accounts

#### Employer Contributions

Employer contributions shall be made by the tenth (10th) of each month for those payroll periods paid during the previous month based on the Nurse's gross compensation in those payroll periods.

#### Optional Nurse Contributions

All Nurses eligible to participate in an Individual Retirement Account Program shall be permitted to make voluntary contributions to their Individual Retirement Accounts. The Employer shall, when feasible, establish a payroll deduction plan under which voluntary additional contributions may be made by Nurses eligible for Employer contributions.

### To Whom Contributions Are Paid

The contributions of each Employer to the Nurse's Individual Retirement Accounts shall be paid to a corporate trustee or custodian designated by the California Nurses Association, in accordance with ERISA and in compliance with Section 302 of the Taft-Hartley Act. The same trustee or custodian shall be designated for all Individual Retirement Accounts established pursuant to this Article.

### New Nurses

A new Registered Staff Nurse first employed on or after January 1, 1976, or reemployed on or after January 1, 1976, following a break in service, shall be covered exclusively for pension purposes by the Individual Retirement Account provisions of this Article, and is not entitled to be an active participant in KPEPP.

### Option for Nurses with Vested Rights in KPEPP

#### Definition

A vested Nurse for purposes of this Article shall be defined as a Nurse employed by the Employer on December 31, 1975 who has ten (10) or more years of service and, according to the vesting provisions of KPEPP has a vested right as of December 31, 1975 to benefits under the Plan.



## APPENDIX D – RETIREMENT

### Option for Vested Nurses

Vested Nurses employed by the Employer on December 31, 1975 shall have a one (1) time irrevocable option to select either Option A or Option B below:

Option A: The Nurse shall cease to participate in the KPEPP as of December 31, 1975, and the Employer shall contribute into an Individual Retirement Account on the Nurse's behalf on and after January 1, 1976, all as provided in this Article. The Nurse shall retain all vested rights in KPEPP accrued as of December 31, 1975.

Option B: The Nurse shall continue to participate in KPEPP on and after January 1, 1976, and shall not in any way be covered by or subject to the Individual Retirement Account provisions of this Article.

If the Nurse does not submit a written option by June 1, 1976, such Nurse will be deemed to have selected: Option A, if the records of KPEPP do not show such Nurse to be vested; Option B, if the records of KPEPP show the Nurse to be vested.

### Future Benefits Under KPEPP

The retirement benefits for all Nurses who select Option B above and who retire January 1, 1976 or later, and for those already retired on December 31, 1975 under KPEPP shall be equivalent to those set forth in the KPEPP for employees covered by the collective bargaining Master Agreement of the Employer, covering the greatest number of employees other than Registered Nurses. Any improvements or increases granted in such Master Agreement are to be granted concurrently to Nurses covered by this subparagraph, provided however, that already retired Nurses shall only receive such increases or improvements if retired employees under such Master Agreement also receive such increases or improvements. The Association shall be notified by the Employer of any such improvement or increases.

A Nurse vested on December 31, 1975 under KPEPP and who selects Option A above, shall upon retirement receive benefits earned by reason of years of service prior to January, 1976 under the benefit formula set forth in KPEPP on December 31, 1975. A Nurse who becomes contingently vested under Non-Vested Nurses Contingent Vesting, shall upon retirement receive benefits earned for years of service prior to January 1, 1976 under the benefit formula set forth in KPEPP on December 31, 1975.

### Nonforfeiture of Vested Rights

In no event will a vested Nurse forfeit any rights vested as of December 31, 1975.

## APPENDIX D – RETIREMENT

### Non-Vested Nurses Contingent Vesting

Such Nurse shall not accrue any further benefits under KPEPP on and after January 1, 1976.

Such Nurse's years of service on and after January 1, 1976, shall count for vesting purposes under KPEPP but for no other purpose. If in the future such Nurse attains ten (10) or more years of participation in KPEPP, (s)he shall be deemed vested, but solely and only for benefits earned by reason of years of service prior to January 1, 1976.

On or after January 1, 1976, the Employer shall contribute on behalf of such a Nurse into an Individual Retirement Account as above set forth in this Article provided that such Nurse retains her/his status as a Regular full-time or Regular part-time Nurse.

### Ninety (90) Day Transfer Rule

#### A Non-Vested Nurse

A non-vested Nurse whose employment with the Employer has terminated, and who, within ninety (90) days thereafter is reemployed by the Employer or by a reciprocating hospital, as defined in KPEPP, and who continues in this new employment for one (1) year or more, shall continue to be credited for years of service for contingent vesting purposes under KPEPP as provided in Non-Vested Nurses Contingent Vesting.

#### A Vested Nurse

A vested Nurse who has elected to remain in KPEPP, and whose employment has subsequently terminated, and who, within ninety (90) days thereafter, is reemployed by the Employer and who continues in this new employment for one (1) year or more shall continue to participate in KPEPP.

### Five (5) Year Reinstatement Rule

A non-vested Nurse whose employment with the Employer has terminated, and who, at the date of termination had five (5) or more years service in KPEPP credited prior to January 1, 1976, and who, on or after January 1, 1976, is reemployed by the Employer or by a reciprocating hospital, and who continues in this new employment for one (1) year or more, shall have years of service after January 1, 1976, credited for purposes of contingent vesting as provided in Non-Vested Nursing Contingent Vesting.

## APPENDIX D – RETIREMENT

### Retired Nurses

The Employer will continue to provide retirement benefits as provided in the KPEPP for Nurses who have retired pursuant to KPEPP prior to January 1, 1976.

### Conversion of IRA Program

The present Individual Retirement Account Program set forth above shall be converted to the California Nurses Association/Kaiser Permanente Pension Trust Fund (CNA/KPPTF) in accordance with the conversion agreement as may be adjusted and set forth in Appendix D, The IRA Pension Agreement Conversion.

### Tax Savings Annuity Plan

Effective January 4, 1987 the Employer will provide for all Nurses a voluntary Tax Savings Annuity Plan.

Short-Hour, Temporary and Per diem Nurses shall be eligible for employee salary reduction plan effective September 1, 1988.

## APPENDIX E – NO CANCELLATION

### LETTER OF AGREEMENT NO CANCELLATION (New in 2002-2006 CBA)

The following Letter of Agreement made September 1, 2006 by and between Kaiser Foundation Hospitals, Inc. and The Permanente Medical Group, Inc. (the Employer) and the California Nurses Association (the Union) regarding “No Cancellation.” The purpose of this Letter of Agreement is to provide the Parties with general understandings regarding no cancellation as follows:

1. No Cancellation Definitions and Limitations: No Registered Nurse/Nurse Practitioner covered by this Letter of Agreement will be cancelled from his or her regularly assigned shift except as specifically provided for in this Letter of Agreement. Nurses working as regular full-time or part-time, regularly scheduled short-hour employees, per-diem employees, and employees confirmed to work extra hours or shifts are included in this Agreement.
2. Procedure for Alternative Assignment: During times of low census or when regular work is otherwise unavailable, an employee, upon arrival at the facility, will be offered an alternative assignment in lieu of cancellation. Should a Nurse decline such assignment, s/he may take a voluntary leave without pay (LWOP), a vacation day or float holiday (if the Nurse has the vacation day or float holiday accrued and available). Employees who are offered and who decline alternative assignments will not be eligible for report pay.

The procedure for advance request of an LWOP or vacation day will remain in accordance with current practice. A Nurse who wishes to take time off rather than accept alternative work (except for mandatory assignments, such as competency/regulatory modules) may notify the employer by placing his or her name on a list made for such purposes in the facility staffing office. A Nurse may cancel this request via telephone, with confirmation in writing to follow as soon as practical thereafter. The staffing office will develop a policy to implement this procedure.

In the implementation of this Agreement, it is agreed that nursing supervisors and managers shall continue to give first priority to the delivery of high quality patient care.

3. Alternative Assignments:

The Parties agree that the first source of alternative work shall be department based assignments. The Parties further agree that the second source will be the role of the Resource Nurse, with one Nurse each to be utilized in the Med/Surg/Telemetry, ICU/Step Down, and Maternal Child Health units when

## APPENDIX E – NO CANCELLATION

Nurses are available due to low census. Should house-wide census exceed 150, an additional Resource Nurse shall be assigned when a Nurse is available in accordance with the individual Nurse's competency and the unit with the greatest operational need. To accomplish the above, it may require floating an RN with validated competency to the unit provided with the fourth Resource Nurse, and back-filling such Nurse's position from the available No Cancellation pool. In no case shall assignments in this paragraph be undertaken if such assignments would jeopardize patient care.

When Nurses are sent to educational sessions as their alternative assignment, CEUs will be granted when applicable under provisions of the California Board of Registered Nursing. Obtaining CEUs under this provision shall have no effect on the individual Nurse's Educational Leave.

All alternative assignments will be granted on a rotational basis. Nurses will not be required to take alternative assignments when this would result in registry staff or travelers being provided with a patient care assignment.

4. Staffing: The practices regarding cross-training will remain as is current practice. The practices regarding floating will remain as current practice. Unless specifically modified by this Letter of Agreement, all current staffing practices will remain in force.
5. No Precedent/No Prejudice: The Parties agree that nothing in this Letter of Agreement implies or provides that either the Employer or the Union waives any right or prejudices its position on any issue contained in this Letter of Agreement.

### Term, Termination and Suspension of this Letter of Agreement

If, during the term of this Agreement, there is a significant change in circumstances affecting the Employer's business operations which would otherwise result in potential layoffs or other long-term reductions involving RNs/NPs covered by the Agreement, the Parties will meet to discuss these issues and decide whether to suspend this Letter of Agreement as a means of avoiding such layoffs or other reductions.

The parties agree that this letter will remain in full effect unless written notice is provided by one party to another of its intent to modify or cancel this letter prior to the termination date of the 2017-2022 agreement.

## APPENDIX F – QUALITY LIAISONS

### LETTER OF AGREEMENT REGISTERED NURSE QUALITY LIAISONS

The Employer and the Association agree to the following Letter of Agreement.

1. The Employer will employ **forty-two (42)** Registered Nurse Quality Liaisons (RNQL). RNs/NPs selected for a RNQL position will work a minimum thirty-two (32) hours per week. Twenty (20) hours per week will be dedicated to the RNQL role, whereas the remainder of the scheduled hours (e.g. 12-20/week) will be designated for work in their unit/department/service to ensure that they retain their clinical expertise.
2. The Association will recommend two (2) candidates for each RNQL position. The Employer will select the final candidates to fill the RNQL positions from the identified candidate pool; ensuring representation includes staff Registered Nurses from each service area and representation from across the care continuum. Of the **forty-two (42)** RNQL positions, six (6) will be Registered Nurse Practitioners, four (4) will be Home Health/Hospice representatives, two (2) will be Appoint and Advice Call Centers representatives and **four (4)** will be Patient Care Coordinator Case Manager representatives.
3. RNQLs will serve three (3) year terms, and will be replaced on a rotational basis. One-third of the RNQL positions will change each year. New RNQLs will begin their terms at two designated periods during the year to allow for formal orientation and education to the RNQL role. These periods are designated as the first day of the first pay period in April and October, respectively. Former RNQLs shall be considered equally with other candidates, if nominated by the Association. There shall be a one (1) month overlap between rotations for new RNQLs to be oriented by the incumbent RNQL, unless an unforeseen departure of the incumbent RNQL prevents the full orientation.
4. The Employer shall provide adequate backfill for RNs and NPs selected as RNQLs. To provide such backfill, positions and/or additional hours shall be posted for an identified time period concurrent with the QL's term, or the unexpired portion of that term, and an identified number of hours available. The Employer may combine available hours with other hours to establish a benefited RNQL Backfill position. When a RNQL returns to her or his former position, the backfill RN/NP may lose benefited status. RN/NPs who accept these backfill positions shall have the option to bid on open positions subject to provisions of Article IX – Position Posting and Filling of Vacancies, except that the six-month bar referenced in paragraph 913 shall be waived.
5. Before the RNQL returns to their position, a minimum of thirty (30) days written notice will be given to the backfill RN/NP that the position/hours are being eliminated. This notice requirement is contingent upon the RNQL providing the

## APPENDIX F – QUALITY LIAISONS

Employer with forty-five (45) days written notice of their intent to vacate the RNQL role, or the expiration of their term if they are not going to seek reappointment.

6. The RNQL role will not be replaced for vacations. If the RNQL is absent for less than two (2) months (for any reason), the Employer will not be obligated to temporarily replace the position. If the absence is expected to be between two (2) and six (6) months, the Parties will meet to discuss temporary replacement, taking into consideration the Employer's ability to backfill a temporary RNQL replacement and time frame for replacement. The Employer may consider orienting RNQL alternates for the RNQL position or designating former RNQLs who have volunteered as RNQL temporary replacements.
7. Unless the RN/NP is selected for another RNQL rotation, when a RN/NP completes her or his RNQL rotation, she or he will return to her or his former position (or may apply for any open position). If the RN/NP returns to her or his former position, the displaced backfill Nurse will be given the opportunity to bid on any vacant position for which the displaced RN/NP qualifies.
8. If a RN/NP selected as an RNQL is medically unable to perform clinical work for a temporary time period (up to six (6) months), she or he will be allowed to continue to perform the RNQL role (with physician clearance) and will not be replaced. If the RN/NP is unable to perform either the clinical or RNQL role for a period of more than six (6) months, the RNQL position may be filled.
9. The Employer will identify a designated manager for each RNQL at the time that she or he is selected. Each RNQL shall provide a monthly written report to that manager. The parties will adopt a standard format for such reports to be used by each RNQL.
10. The Employer and CNA Leadership shall jointly develop annual goals and measurement metrics for the Quality Liaison program no later than January 31 of each year. The goals shall be implemented consistently across the Northern California Region. Each RNQL's monthly written report shall include a status report on the implementation of these goals based upon the mutually-developed metrics.
11. Each facility will maintain an RNQL binder that will address issues such as job description and position requirements, education and training and resources.
12. RNs/NPs in RNQL positions will participate in the Kaiser Permanente Quality process/structure/committees as well as serve as a liaison between these committees and PPC, NPRC and Home Health committees.

## APPENDIX F – QUALITY LIAISONS

### Registered Nurse Quality Liaisons Geographical Assignments

#### 10 Outpatient Registered Nurse Quality Liaisons

#### **Medical Centers include all associated MOBs and Satellites in Article IX**

- 1 – Santa Rosa, San Rafael, SRF Downtown, Novato, Petaluma
- 1 – San Francisco, French Campus, South San Francisco, Bayhill
- 1 – Santa Clara, Campbell, Mountain View, Marina Playa, Milpitas
- 1 – San Jose, Redwood City, Gilroy
- 1 – Oakland, Richmond, Hayward, Fremont, Union City, **San Leandro**
- 1 – Walnut Creek, Martinez, Antioch, Pleasanton, Shadelands
- 1 – Vallejo, Fairfield, Vacaville, Napa
- 1 – Sacramento, Point West, Davis, Rancho Cordova (and any other Sacramento Valley clinics)
- 1 – Roseville, South Sacramento
- 1 – Fresno, First Street, Oakhurst, Stockton, Manteca, Modesto (and any other San Joaquin Valley clinics)

#### 16 Inpatient Registered Nurse Quality Liaisons

- |   |  |
|---|--|
| (1) Antioch                               | (1) South Sacramento                     |
| (1) Oakland, Richmond                     | (1) Fresno                               |
| (1) Hayward, Fremont                      | (1) Roseville                            |
| (1) Walnut Creek, Pleasanton,<br>Martinez | (1) San Jose                             |
| (1) Vallejo                               | (1) Santa Clara                          |
| (1) Vacaville                             | (1) South San Francisco, Redwood<br>City |
| (1) Modesto, Manteca                      | (1) San Francisco                        |



## APPENDIX F – QUALITY LIAISONS

(1) Sacramento

(1) Santa Rosa, San Rafael

### 6 Nurse Practitioners Registered Nurse Quality Liaisons

- 1 – South Bay: Santa Clara, San Jose, Gilroy, Campbell, Mountain View, Marina Playa, Milpitas, Redwood City
- 1 – Golden Gate: Santa Rosa, San Rafael, Novato, Petaluma, San Francisco, French Campus, South San Francisco, Bayhill
- 1 – Vallejo Napa, Fairfield, Vacaville, Walnut Creek, Antioch, Martinez, Pleasanton, Park Shadelands
- 1 – Oakland, Richmond, Fremont, Hayward, Union City
- 1 – Sacramento, Point West, Davis, Rancho Cordova (and other outlying clinics), Roseville, South Sacramento
- 1 – Stockton, Manteca, Modesto, Fresno, First Street, Oakhurst, (and other Valley clinics)

### 4 Home Health Registered Nurse Quality Liaisons

- 1 – Sacramento, South Sacramento, Roseville, Vallejo
- 1 – Walnut Creek, Martinez, Oakland, Richmond, Union City
- 1 – Santa Rosa, Novato, San Francisco, South San Francisco
- 1 – Redwood City, Santa Clara, San Jose

### 2 AACC Registered Nurse Quality Liaisons

- 1– Sacramento,
- 1– Vallejo and San Jose AACCs
- The AACC Nursing Quality Liaisons shall also be responsible for the linkage between the AACCs and the RN TSTs in the facilities dealing directly with the AACCs and for coordination with the Outpatient Nursing Quality Liaisons regarding continuity of care and quality issues between the AACCs and the facilities.

### 4 Patient Care Coordinator Case Manager Quality Liaisons

- 1 – **Fresno, Manteca, Modesto, Roseville, Sacramento, South Sacramento**
- 1 – **Antioch, Oakland, Richmond, Vacaville, Vallejo, Walnut Creek**
- 1 – **Santa Rosa, San Rafael, San Francisco, South San Francisco**
- 1 – **Fremont, Redwood City, Santa Clara, San Jose, San Leandro**

## APPENDIX G – REQUIRED CERTIFICATIONS

### LETTER OF AGREEMENT REQUIRED CERTIFICATIONS

The following agreement is made by and between Kaiser Foundation Hospitals (KFH) and the Permanente Medical Group (TPMG) this 1<sup>st</sup> day of September, 2006, **and revised on September 1, 2022** with respect to the issues contained herein:

#### REIMBURSEMENT FOR REQUIRED CERTIFICATIONS AND NATIONAL CERTIFICATIONS IN A CLINICAL SPECIALTY

Certain certifications are required for nursing practice at Kaiser Permanente. These include Advanced Cardiac Life Support (ACLS), Neonatal Resuscitation Program (NRP), and Pediatrics Advanced Life Support (PALS), and national certifications required for Nurse Practitioners to achieve and maintain Medicare-provider eligibility.

Other National certifications reflect training or education in a clinical specialty that enhances a RN's/NP's professional practice. This letter sets forth the agreement of the parties concerning reimbursement for Nurses who obtain and maintain both required certifications and certain National certifications in a clinical specialty.

#### Part A: Required Certifications

With respect to required certifications, the parties agree to the following:

1. Responsibility for Required Certifications

Registered Nurses/Nurse Practitioners are responsible for maintaining required certifications.

2. RN Certification

A. Initial Certification

If a Nurse applies for a position for which one of the above mentioned certifications is required, it is the Nurse's responsibility to pay for the required certification training. In the event that the employer modifies job requirements related to any special certifications (e.g. ACLS, NRP or PALS) the employer will provide required training to all incumbents. The time necessary for this training will be paid at straight time by the employer and will not result in use of any of the Nurse's educational leave. Additionally, Nurses who accept new positions contingent upon certification are responsible for all fees and costs incurred for such certification.

## APPENDIX G – REQUIRED CERTIFICATIONS

### B. Re-Certification

Nurses who enroll in required re-certification courses shall be paid straight time for attendance in the program not to exceed a total of eight (8) hours pay in total.

Employees shall have the option to purchase required books for such courses, or to borrow books from their facility based upon availability. Each facility shall maintain a reasonable inventory of books for such purpose. The Nurse to whom the books are loaned shall be responsible for returning the books within seven (7) days of the completion of the course.

### C. Enrollment Responsibility

Nurses have the responsibility to enroll in the requisite program prior to the expiration of their certification. Should the Nurse be unable to schedule the required course, the Nurse must notify their manager in writing no later than 90 days prior to expiration of their certification. Failure to notify management as outlined above shall relieve management from any responsibility for payment of fees or related costs associated with such re-certification. If courses are not available pursuant to the above, the employee may attend an outside course and the employer shall be responsible for reimbursement of course fees including class time not to exceed eight (8) hours straight time pay upon successful course completion.

In the event the Nurse fails to comply with the above, he or she will be responsible for costs and fees associated with re-certification; however, such Nurse shall also be compensated for class time not to exceed eight (8) hours pay at straight time for attending and successful completion of such program.

## 3. Maintenance of National Certification for Nurse Practitioners

NPs must maintain national certification required to achieve and maintain Medicare-provider eligibility. The NP is responsible for meeting all timelines associated with re-certification. The NP is responsible for obtaining the CEUs required to maintain eligibility for national certification. The employer will reimburse the NP for the costs of the re-certification application.

This provision does not apply to NPs who are grandparented or are not required to achieve or maintain Medicare-provider eligibility.

## APPENDIX G – REQUIRED CERTIFICATIONS

### 4. Non-Compliance

Any RN/NP who allows his or her required certification to lapse shall not be scheduled for work in the unit where the certification is required until such certification has been obtained. The Nurse shall be offered work in another unit, if available, for which (s)he is competent, in accordance with the Collective Bargaining Agreement (CBA), until certification has been obtained.

### Part B: National Certifications in a Clinical Specialty

With respect to National Certifications in a clinical specialty, the parties agree to the following:

1. The employer will reimburse the RN/NP for the cost of the initial application and examination fees that result in the RN/NP being certified in a clinical specialty, provided that the following circumstances are met:
  - A. The certification is clinically relevant to the RN/NP's area of clinical specialty and will enhance the RN/NP's knowledge base and skill in providing expert patient care.
  - B. The request for certification reimbursement shall be made in writing, setting forth the details of the program for certification. This includes the dates, hours, subject and fees requested for reimbursement and any other applicable information, including course announcement.
  - C. The certification is issued by a recognized, reputable organization.
2. The RN/NP shall submit the request (1. B.) to his/her manager prior to initiation of the certification process. Disputes/lack of agreement regarding the clinical relevance of certification shall initially be referred to the Nurse Executive/DONP and a CNA representative. If the dispute/lack of agreement is not resolved, the RN/NP has recourse to the grievance process.
3. The employer will reimburse the RN/NP for the cost of a single certification. This is in addition to the required certifications set forth in Part A above.

Upon successful completion of the re-certification process, the employer will reimburse the RN/NP for the fees associated with the renewal of certification.

The following is a sample list of certifications that may be reimbursed by the employer: Certified Diabetic Educator, Certified Oncology Nurse, Certified Occupational Health Nurse Practitioner, CCRN, a Neonatal Intensive Care Nurse. Other certifications will be reimbursed by mutual agreement by the parties.

## APPENDIX H – QUALITY FORUMS

### LETTER OF AGREEMENT NURSING QUALITY FORUM

#### Section A - Establishment of Nursing Quality Forum

- Intent
- The Employer and the Association agree to work cooperatively to create and implement an error reporting environment which shall be conducive to reporting errors and near misses and analyzing factors which cause the error, is supportive of staff, management and physician education, and which involves staff in the analysis and resolution of errors to the extent consistent with the requirements of Kaiser Permanente's quality assurance programs. As part of this work, the Parties shall cooperate to jointly identify systems and processes that contribute to errors or problems and to develop a system to correct them. The Parties shall mutually agree upon agendas for the Nursing Quality Forum meetings that further these goals.
- In furtherance of this intent, the Employer and Association agree that four hours per month shall be devoted to a Nursing Quality Forum which shall be focused on creating a system and culture for patient safety and responsible reporting.
- The Staff Nurse/Nurse Practitioner co-chair of the Nursing Quality Forum shall be given one hour to prepare an agenda to be reviewed with the Nurse Executive/DONP.
- The co-chairs of these forums shall provide annual updates to the Executive Director for Patient Care Services and the Regional Director of TPMG Nursing and Clinical Practice.
- Activities of and issues before the Nursing Quality Forums shall not be subject to either the grievance and arbitration procedure under the collective bargaining agreement or to resolution by a mediator. Any contrary provision in the collective bargaining agreement is not applicable.

Guidelines outlining the proposed mission, principles for moving forward, membership, and activities of the forums are described in Appendix H.

## APPENDIX H – QUALITY FORUMS

### Section B - Intent and Mission

The mission of this forum will be as follows:

#### Patient Safety & Responsible Reporting

##### Mission Statement

As an important part of the organization's nursing quality efforts, patient safety requires providing care that is reliable, effective, consistent, and safe. The Nursing Quality Forum's mission is to assist in building safer systems and in preventing errors. This mission is founded on a philosophy that patient safety is every patient's right and every leader's, employee's, and physician's responsibility.

#### Objectives

Responsibility and mutual accountability are critical to the safe and effective delivery of health care by individual and team caregivers. Activities for the Nursing Quality Forums are designed to assist in the achievement of the following:

- A strong and unified patient safety culture, with patient safety embraced as a shared value.
- An environment that focuses on system improvements, promotes responsible reporting of near misses and errors, fosters trust, and reduces fear.
- Priorities that optimize the allocation of resources in the implementation of patient safety performance improvement strategies.
- Ongoing identification, sharing, and implementation of relevant best practices from other parts of the organization and other industries.
- Routine patient safety and error prevention training and education for individuals and groups.
- Developing new knowledge and understanding of safety in the delivery system.
- Identifying, assessing, and implementing the most appropriate indicators and measures of safety.

## APPENDIX H – QUALITY FORUMS

### Section C - Principles for Moving Forward

- The primary focus of the Nursing Quality Forums will be to identify and correct problems with the systems in which staff operate and/or to make recommendations when problems cannot be corrected directly by involved staff.
- The Employer shall implement a plan to ensure all staff, managers, and physicians receive education and training regarding patient safety, root cause analysis, collaborative issue identification and resolution, and responsible reporting. RNQLs will be engaged in the planning, development, and delivery of this training for RNs/NPs.
- Patient safety issues, adverse events, and near misses shall be addressed in a confidential manner consistent with the Kaiser Permanente's quality assurance processes.
- The intent of the proposed system for reporting errors and near misses and concerns is to identify problems with systems and processes and not to target individuals. However, none of the provisions related to the Nursing Quality Forums shall restrict a RN/NP's right to request review of a safety concern.
- Individual names shall not be revealed in the Nursing Quality Forum discussions.
- Learnings and actions to resolve issues shall be shared with the affected units for discussion and further input on proposed solutions.
- Agreed upon Patient Safety improvement efforts shall be sponsored by nursing leadership.
- If a solution requires focused training/skills building for an individual or group of individuals/department, all reasonable efforts will be made to support those individuals whose skills may be deficient to succeed through education, training, or skill development.
- In the event of a breach of accepted standards of professional conduct, including but not limited to a pattern of behavior that reflects a departure from the standard of care, gross negligence or working under the influence of drugs or alcohol, disciplinary action may be taken based on the circumstances.

## APPENDIX H – QUALITY FORUMS

### Section D - Membership

- 1) The forum membership shall include:
  - Members of the PPC.
  - RN/NP QL
  - Co-chair Staff RN/NP
  - Co-chair Nurse Executive
  - Quality department representative
  - Additional membership as determined by the co-chairs to include:
    - Other Quality Department Representatives (e.g. UM Director, Risk Manager, Name others)
    - Nursing Management Representatives
    - Other individuals necessary to satisfactorily review and or resolve issues across the continuum
- 2) Forum members will receive education, including procedures for root cause analysis, understanding of the quality infrastructure, and effective minute taking.

### Section E - Purpose

The purpose of the forum is to:

- a) Identify Issues to be further explored for intervention to improve patient safety. Examples of possible activities include but are not limited to:
  - i. Review of mutually agreed upon Nursing Indicators (inpatient, outpatient, HH/H, AACC) to identify issues.
  - ii. Review of issues regarding Patient Safety referred by PPC.
  - iii. Review of Process Improvement and Nursing Research projects for potential learnings.
  - iv. Review of other quality related information.
- b) Develop Recommendations to Address Issues
  - i. Apply analytical systems such as root cause analysis to selected issues and/or staff requests.
  - ii. Focus on addressing interventions across the continuum of care.



## APPENDIX H – QUALITY FORUMS

- c) Communications and Feedback Loops
  - i. Contribute to updates promoting ongoing responsible reporting. For example, a Regional and a Medical Center newsletter, either monthly bimonthly, quarterly (untitled) publication to share and promote best practices.
  - ii. Keep minutes and provide information to other committees related to quality.
  - iii. Use Quality Fairs to promote and educate.
  - iv. Share learnings as a standing agenda item at quarterly RNQL meetings.
  - v. Establishment, by the Employer, of a process for confirmation of receipt of quality related concerns/issues (e.g. UORs) by the appropriate body.
  - vi. Assure that action plans include communication back to appropriate units/departments.
  
- d) Education and Training
  - i. Develop recommendations for education/training for:
    - 1. updating staff, managers, and physicians
    - 2. new employee orientation agendas
  - ii. Participate in other ongoing training. Topics to include:
    - 1. Appropriate use of UORs, including an explanation of the use and the purpose of the forms and the function of the UOR as a quality improvement tool rather than a disciplinary tool.
    - 2. Support and encouragement of reporting
    - 3. Patient Safety
    - 4. How this Quality Forum works and communicates
    - 5. Quality Structures
    - 6. For managers: education on the system that focuses on corrective action rather than punitive discipline.

## APPENDIX I – TRANSITION ASSISTANCE PROGRAM

### LETTER OF AGREEMENT TRANSITION ASSISTANCE AGREEMENT

This will confirm agreement between the Parties to renew Letter of Agreement dated March 11, 1994 regarding the Transition Assistance Program to continue until the conclusion of the 2006-2011 replacement Master Agreement. This agreement to renew shall terminate concurrent with the 2006-2011 Master Agreement unless specifically continued by mutual agreement between the Parties. New termination language reflecting the above shall be inserted into the renewed Letter of Agreement at the end of page 10 under separate section entitled "Termination of Agreement."

## APPENDIX J – GUIDELINES FOR NURSE PRACTITIONER AND PHYSICIAN ASSISTANT POSITION POSTINGS

The following guidelines shall be followed for the posting of Nurse Practitioner and Physician Assistant positions throughout Kaiser Permanente:

### PRIMARY CARE POSITIONS (Medicine, Pediatrics, OB/GYN)

For a newly created and/or vacated Nurse Practitioner position in Primary Care Departments (e.g., Medicine, Family Practice, Obstetrics/Gynecology or Pediatrics) the Employer shall post first for a Nurse Practitioner. If a Nurse Practitioner is qualified for the position, the position shall then be awarded to her/him. If there is no Nurse Practitioner qualified for the position after internally posting for a five (5) day period, in addition to advertising externally (e.g. local newspaper) for a minimum of thirty (30) days, a Physician Assistant position may be posted concurrently with a Nurse Practitioner posting. Efforts to attract a qualified Nurse Practitioner shall continue while recruiting for a Physician Assistant. A qualified Physician Assistant may then be hired if no qualified Nurse Practitioner applies for the position.

All efforts to attract and hire a qualified Nurse Practitioner must be documented and available for review in the event the hiring of a Physician Assistant is challenged.

Temporary or long-term reassignments of duties that will meet operational needs of a department, may be offered to Nurse Practitioners, provided that the following are met:

- The successful NP candidate must have the skills and required competencies for the position to which the NP is assigned.
- The successful NP candidate must have certification which allows the NP to practice in the department/setting of the new assignment.
- The Standardized Procedure must be updated if necessary.
- An appropriate Supervising Physician must be identified, in accordance with the requirements of the Standardized Procedure.

Posting and awarding of the assignment shall follow the contractual language; Article IX - Posting and Filling of Vacancies.

### SPECIALTY CARE POSITIONS (All other departments)

For newly created and/or vacant positions in specialty care departments, separate postings for a Nurse Practitioner and Physician Assistant may be posted simultaneously. The following order of hiring shall apply:

APPENDIX J – GUIDELINES FOR NURSE PRACTITIONER AND  
PHYSICIAN ASSISTANT POSITION POSTINGS

1. A Nurse Practitioner with the required training and experience
2. A Physician Assistant with the required training and experience
3. A Nurse Practitioner with the required training but no or limited experience
4. A Physician Assistant with the required training but no or limited experience
5. A Nurse Practitioner without the required training or experience (to be trained on the job)
6. A Physician Assistant without the required training or experience (to be trained on the job).

All efforts to attract and hire a qualified Nurse Practitioner must be documented and available for review in the event the hiring of a Physician Assistant is challenged.

**Nurse Practitioner Dept./Subspecialty Experience Equivalency Chart  
for internal candidates**

**Nurse Practitioners applying for posted positions in the department/subspecialty who possess an active NP license, certification as listed in the chart below and have one in last three years' experience as a Nurse Practitioner caring for the patient population relative to the corresponding certification type shall be deemed qualified to bid.**

**Purpose: To provide internal Nurse Practitioner Candidates transfer experience guidelines. Internal transfer candidates will be considered qualified for transfer based on equivalencies outlined in this grid.**

APPENDIX J – GUIDELINES FOR NURSE PRACTITIONER AND  
PHYSICIAN ASSISTANT POSITION POSTINGS

Department/ Subspecialty (Posted Position(s)):	Credential/Experience						
	Women's Health	Pediatrics	Adult	Family	ACNP	Gerontology	Psychiatric
Allergy	No	No	Yes	Yes	No	No	No
Cardiology and Cardiac Specialties	No	No	Yes	Yes	Yes	No	No
CDRP	No	No	Yes	Yes	Yes	Yes	Yes
Derm	No	No	Yes	Yes	No	No	No
Diagnostic Imaging Invasive/Invasive Care/Sp Procedures	No	No	No	No	Yes	No	No
Emergency Dept	No	No	No	Yes	Yes	No	No
Employee Health	No	No	Yes	Yes	Yes	No	No
Endocrinology	No	No	Yes	Yes	Yes	Yes	No
Gastroenterology	No	No	Yes	Yes	Yes	Yes	No
Infectious Disease	No	No	Yes	Yes	Yes	Yes	No
Medicine, Adult	No	No	Yes	Yes	Yes	Yes	No
Nephrology	No	No	Yes	Yes	Yes	Yes	No
Neurology	No	No	Yes	Yes	Yes	Yes	No
Neurosurgery	No	No	No	No	Yes	No	No
Occupational Health	No	No	Yes	Yes	No	No	No
Oncology/Hematology	GYN ONC/Breast Cancer Survivorship Only	No	Yes	Yes	Yes	No	No
Ophthalmology • Should have experience in Ophthalmology – NP II experience required	No	No	Yes	Yes	Yes	No	No
Pain Services	No	No	Yes	Yes	Yes	No	No
Palliative Care	No	No	Yes	Yes	Yes	Yes	No
Pediatrics	No	Yes	No	Yes	No	No	No

**APPENDIX J – GUIDELINES FOR NURSE PRACTITIONER AND  
PHYSICIAN ASSISTANT POSITION POSTINGS**

<b>Department/ Subspecialty (Posted Position(s)):</b>	<b>Credential/Experience</b>						
	<b>Women's Health</b>	<b>Pediatrics</b>	<b>Adult</b>	<b>Family</b>	<b>ACNP</b>	<b>Gerontology</b>	<b>Psychiatric</b>
<b>Periop/Surgical</b> • May require WOCN for Wound Care	No	No	Yes	Yes	Yes	Yes	No
<b>Urology</b>	Uro-GYN	No	Yes	Yes	Yes	Yes	No
<b>Women's Health</b>	Yes	No	Yes	Yes	No	No	No
<b>Wound/Ostomy Care/Continence</b>  *WOCN certification required upon hire.	No	No	Yes	Yes	Yes	Yes	No
<b>Urgent Care/Minor Injury Clinic</b>	No	No	Yes	Yes	Yes	Yes	No
<b>Pre-Op Case Management (POM)</b>	No	No	Yes	Yes	Yes	Yes	No
<b>Psychiatry</b>	No	No	Yes	Yes	Yes	Yes	Yes

APPENDIX K – SUMMARY OF STAFFING RATIOS  
FROM **TITLE 22** REGULATIONS

70217. NURSING SERVICE STAFF.

- (a) Hospitals shall provide staffing by licensed Nurses, within the scope of their licensure in accordance with the following nurse-to-patient ratios. Licensed nurse means a Registered nurse, licensed vocational nurse and, in psychiatric units only, a licensed psychiatric technician. Staffing for care not requiring a licensed nurse is not included within these ratios and shall be determined pursuant to the patient classification system.

No hospital shall assign a licensed nurse to a nursing unit or clinical area unless that hospital determines that the licensed nurse has demonstrated current competence in providing care in that area, and has also received orientation to that hospital's clinical area sufficient to provide competent care to patients in that area. The policies and procedures of the hospital shall contain the hospital's criteria for making this determination.

Licensed nurse-to-patient ratios represent the maximum number of patients that shall be assigned to one licensed nurse at any one time. "Assigned" means the licensed nurse has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of licensed nurses on the unit during any one shift nor over any period of time. Only licensed nurses providing direct patient care shall be included in the ratios.

Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses, and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when those licensed nurses are engaged in providing direct patient care. When a Nurse Administrator, Nurse Supervisor, Nurse Manager, Charge Nurse or other licensed nurse is engaged in activities other than direct patient care, that nurse shall not be included in the ratio. Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses who have demonstrated current competence to the hospital in providing care on a particular unit may relieve licensed nurses during breaks, meals, and other routine, expected absences from the unit.

Licensed vocational nurses may constitute up to 50 percent of the licensed nurses assigned to patient care on any unit, except where Registered nurses are required pursuant to the patient classification system or this section. Only Registered nurses shall be assigned to Intensive Care Newborn Nursery Service Units, which specifically require one Registered nurse to two or fewer infants. In the Emergency Department, only Registered nurses shall be assigned to triage patients and only Registered nurses shall be assigned to critical trauma patients.

APPENDIX K – SUMMARY OF STAFFING RATIOS  
FROM **TITLE 22** REGULATIONS

Nothing in this section shall prohibit a licensed nurse from assisting with specific tasks within the scope of his or her practice for a patient assigned to another nurse. “Assist” means that licensed nurses may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

- (1) The licensed nurse-to-patient ratio in a critical care unit shall be 1:2 or fewer at all times. “Critical care unit” means a nursing unit of a general acute care hospital which provides one of the following services: an intensive care service, a burn center, a coronary care service, an acute respiratory service, or an intensive care newborn nursery service. In the intensive care newborn nursery service, the ratio shall be 1 Registered nurse: 2 or fewer patients at all times.
- (2) The surgical service operating room shall have at least one Registered nurse assigned to the duties of the circulating nurse and a minimum of one additional person serving as scrub assistant for each patient-occupied operating room. The scrub assistant may be a licensed nurse, an operating room technician, or other person who has demonstrated current competence to the hospital as a scrub assistant, but shall not be a physician or other licensed health professional who is assisting in the performance of surgery.
- (3) The licensed nurse-to-patient ratio in a labor and delivery suite of the perinatal service shall be 1:2 or fewer active labor patients at all times. When a licensed nurse is caring for antepartum patients who are not in active labor, the licensed nurse-to-patient ratio shall be 1:4 or fewer at all times.
- (4) The licensed nurse-to-patient ratio in a postpartum area of the perinatal service shall be 1:4 mother-baby couplets or fewer at all times. In the event of multiple births, the total number of mothers plus infants assigned to a single licensed nurse shall never exceed eight. For postpartum areas in which the licensed nurse’s assignment consists of mothers only, the licensed nurse-to-patient ratio shall be 1:6 or fewer at all times.
- (5) The licensed nurse-to-patient ratio in a combined Labor/Delivery/ Postpartum area of the perinatal service shall be 1:3 or fewer at all times the licensed nurse is caring for a patient combination of one woman in active labor and a postpartum mother and infant. The licensed nurse-to-patient ratio for nurses caring for women in active labor only, antepartum patients who are not in active labor only, postpartum women only, or mother-baby couplets only, shall be the same ratios as stated in subsections (3) and (4) above for those categories of patients.



APPENDIX K – SUMMARY OF STAFFING RATIOS  
FROM **TITLE 22** REGULATIONS

- (6) The licensed nurse-to-patient ratio in a pediatric service unit shall be 1:4 or fewer at all times.
- (7) The licensed nurse-to-patient ratio in a postanesthesia recovery unit of the anesthesia service shall be 1:2 or fewer at all times, regardless of the type of anesthesia the patient received.
- (8) In a hospital providing basic emergency medical services or comprehensive emergency medical services, the licensed nurse-to-patient ratio in an emergency department shall be 1:4 or fewer at all times that patients are receiving treatment. There shall be no fewer than two licensed nurses physically present in the emergency department when a patient is present.

At least one of the licensed nurses shall be a Registered nurse assigned to triage patients. The Registered nurse assigned to triage patients shall be immediately available at all times to triage patients when they arrive in the emergency department. When there are no patients needing triage, the Registered nurse may assist by performing other nursing tasks. The Registered nurse assigned to triage patients shall not be counted in the licensed nurse-to-patient ratio.

Hospitals designated by the Local Emergency Medical Services (LEMS) Agency as a “base hospital”, as defined in section 1797.58 of the Health and Safety Code, shall have either a licensed physician or a Registered nurse on duty to respond to the base radio 24 hours each day. When the duty of base radio responder is assigned to a Registered nurse, that Registered nurse may assist by performing other nursing tasks when not responding to radio calls, but shall be immediately available to respond to requests for medical direction on the base radio. The Registered nurse assigned as base radio responder shall not be counted in the licensed nurse-to-patient ratios.

When licensed nursing staff are attending critical care patients in the emergency department, the licensed nurse-to-patient ratio shall be 1:2 or fewer critical care patients at all times. A patient in the emergency department shall be considered a critical care patient when the patient meets the criteria for admission to a critical care service area within the hospital.

Only Registered nurses shall be assigned to critical trauma patients in the emergency department, and a minimum Registered nurse-to-critical trauma patient ratio of 1:1 shall be maintained at all times. A critical trauma patient is a patient who has injuries to an anatomic area that: (1) require life saving interventions, or (2) in conjunction with unstable vital signs, pose an immediate threat to life or limb.

APPENDIX K – SUMMARY OF STAFFING RATIOS  
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- (9) The licensed nurse-to-patient ratio in a step-down unit shall be 1:4 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a step-down unit shall be 1:3 or fewer at all times. A “step down unit” is defined as a unit which is organized, operated, and maintained to provide for the monitoring and care of patients with moderate or potentially severe physiologic instability requiring technical support but not necessarily artificial life support. Step-down patients are those patients who require less care than intensive care, but more than that which is available from medical/surgical care. “Artificial life support” is defined as a system that uses medical technology to aid, support, or replace a vital function of the body that has been seriously damaged. “Technical support” is defined as specialized equipment and/or personnel providing for invasive monitoring, telemetry, or mechanical ventilation, for the immediate amelioration or remediation of severe pathology.
- (10) The licensed nurse-to-patient ratio in a telemetry unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a telemetry unit shall be 1:4 or fewer at all times. “Telemetry unit” is defined as a unit organized, operated, and maintained to provide care for and continuous cardiac monitoring of patients in a stable condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval, and display of cardiac electrical signals. “Telemetry unit” as defined in these regulations does not include fetal monitoring nor fetal surveillance.
- (11) The licensed nurse-to-patient ratio in medical/surgical care units shall be 1:6 or fewer at all times. Commencing January 1, 2005, the licensed nurse-to-patient ratio in medical/surgical care units shall be 1:5 or fewer at all times. A medical/surgical unit is a unit with beds classified as medical/surgical in which patients, who require less care than that which is available in intensive care units, step-down units, or specialty care units receive 24 hour inpatient general medical services, post-surgical services, or both general medical and post-surgical services. These units may include mixed patient populations of diverse diagnoses and diverse age groups who require care appropriate to a medical/surgical unit.
- (12) The licensed nurse-to-patient ratio in a specialty care unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a specialty care unit shall be 1:4 or fewer at all times. A specialty care unit is defined as a unit which is organized, operated, and maintained to provide care for a specific medical condition or a specific patient population. Services provided in these units are more specialized to meet the needs of patients with the specific condition or disease process than

APPENDIX K – SUMMARY OF STAFFING RATIOS  
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that which is required on medical/surgical units, and is not otherwise covered by subdivision (a).

- (13) The licensed nurse-to-patient ratio in a psychiatric unit shall be 1:6 or fewer at all times. For purposes of psychiatric units only, “licensed nurses” also includes licensed psychiatric technicians in addition to licensed vocational nurses and Registered nurses. Licensed vocational nurses, licensed psychiatric technicians, or a combination of both, shall not exceed 50 percent of the licensed nurses on the unit.
- (14) Identifying a unit by a name or term other than those used in this subsection does not affect the requirement to staff at the ratios identified for the level or type of care described in this subsection.

**70214. NURSE STAFF DEVELOPMENT**

- (1) All patient care personnel, including temporary staff as indicated in subsection 70217(m), shall receive and complete orientation to the hospital and their assigned patient care unit before receiving patient care assignments. Orientation to a specific unit may be modified in order to meet temporary staffing emergencies as described in subsection 70213(e).
- (2) All patient care personnel, including temporary staff as described in subsection 70217(m), shall be subject to the process of competency validation for their assigned patient care unit or units. Prior to the completion of validation of the competency standards for a patient care unit, patient care assignments shall be subject to the following restrictions:
  - (A) Assignments shall include only those duties and responsibilities for which competency had been validated.
  - (B) A Registered nurse who has demonstrated competency for the patient care unit shall be responsible for nursing care as described in subsections 70215(a) and 70217(b)(3), and shall be assigned as a resource nurse for those Registered nurses and licensed vocational nurses who have not completed competency validation for that unit.
  - (C) Registered nurses shall not be assigned total responsibility for patient care, including the duties and responsibilities described in subsections 70215(a) and 70217(b)(3), until all the standards of competency for that unit have been validated.

APPENDIX K – SUMMARY OF STAFFING RATIOS  
FROM **TITLE 22** REGULATIONS

70215. PLANNING AND IMPLEMENTATING PATIENT CARE

- (a) A Registered nurse shall directly provide:
  - (1) Ongoing patient assessments as defined in the Business and Professions Code, Section 2725(d). Such assessments shall be performed, and the finding documented in the patient's medical record, for each shift, and upon receipt of the patient when he/she is transferred to another patient care area.
  - (2) The planning, supervision, implementation, and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the Registered nurse responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject to any limitations of their licensure, certification, level of validated competency, and/or regulation.
  - (3) The assessment, planning, implementation, and evaluation of patient education, including ongoing discharge teaching of each patient. Any assignment of specific patient education tasks to patient care personnel shall be made by the Registered nurse responsible for the patient.
- (b) The planning and delivery of patient care shall reflect all elements of the nursing process: assessment, nursing diagnosis, planning, intervention, evaluation and, as circumstances require, patient advocacy, and shall be initiated by a Registered nurse at the time of admission.
- (c) The nursing plan for the patient's care shall be discussed with and developed as a result of coordination with the patient, the patient's family, or other representatives, when appropriate, and staff of other disciplines involved in the care of the patient.
- (d) Information related to the patient's initial assessment and reassessments, nursing diagnosis, plan, intervention, evaluation, and patient advocacy shall be permanently recorded in the patient's medical record.

70217. NURSING SERVICE STAFF

- (a) Registered Nursing personnel shall:
  - (1) Assist the administrator of nursing service so that supervision of nursing care occurs on a 24-hour basis.
  - (2) Provide direct patient care.

APPENDIX K – SUMMARY OF STAFFING RATIOS  
FROM **TITLE 22** REGULATIONS

- (3) Provide clinical supervision and coordination of the care given by licensed vocational nurses and unlicensed nursing personnel.

## APPENDIX L – USE OF TRAVELERS

### Agreement Between

Kaiser Permanente Hospitals and The Permanente Medical Group  
(The Employer)  
And  
The California Nurses Association  
(The Union)

The following shall govern the use of Travelers, pursuant to the new agreements reached in the Collective Bargaining Agreement.

#### General Provisions:

1. With regard to the scheduling of Travelers, two such nurses who are working twelve hour shifts may fill three consecutive posted, vacant eight-hour shifts.
2. If in the event that a Traveler is employed in a twelve hour shift which overlaps the schedule of a regularly scheduled Nurse, the Traveler may work the additional four hours provided that the regularly scheduled Nurse's shift is not affected.
3. When a Traveler is working a twelve hour shift and that shift overlaps an unfilled posted position, the unfilled hours left from the affected position shall be filled pursuant to the application of the regional scheduling guidelines.
4. The parties agree that filling of positions by Travelers shall not extend beyond thirteen calendar weeks for each posted, vacant position filled. If it becomes necessary to extend such time the employer agrees to first repost such position prior to employing a Traveler in it.
5. The department/unit, days of work and hours (start and quit times) of each position will be specified.
6. The Employer shall make the best effort to contract with Travelers and Registry on the basis of competency in more than one department.

#### Temporary Positions:

1. All temporary positions shall be posted pursuant to the Collective Bargaining Agreement for a maximum of 90 days. Employees may bid for all of the posted hours or some portion thereof.
2. Management may utilize Travelers in the remaining hours or posted hours for the period of time that the employee who created the opening is away from work on

## APPENDIX L – USE OF TRAVELERS

vacation or leave of absence. Any Traveler engaged under these circumstances shall not be subject to displacement by bargaining unit employees making themselves available for overtime or extra shifts.

### Regular Unfilled Posted Positions:

1. Any Traveler who is filling a posted vacancy in accordance with the terms of the CBA and this Agreement shall not be subject to displacement by bargaining unit employees making themselves available for overtime or extra shifts.
2. Regular unfilled positions shall remain continuously posted until permanently filled. If at the end of one hundred twenty (120) days from the time a traveler begins the assignment for a regular vacant position and the position remains unfilled, management will evaluate the vacancy and if appropriate, repost the position as a tiered/training position. An evaluation and decision to post a training position will include the Employer's inability to recruit and fill the position from the local market. The Employer shall continue recruitment efforts to fill those positions through employment advertising and other normal recruiting methods.
3. The Employer shall hire qualified applicants for any unfilled, posted position and expeditiously remove the Traveler from that posted position. The Employer will then utilize the Traveler in some other capacity that does not violate the CBA.

### Travelers Utilization Planning:

1. Quarterly, each facility will meet with the appropriate CNA Labor Representative to provide general information and hold discussions with regard to planning, any anticipated use of Traveling Nurses.
2. The parties agree that best efforts will be made to identify the number of Traveling Nurses contemplated to be used at least forty-five (45) days in advance of their use.
3. An announcement of these positions shall notice any Nurse who wishes to do so that s/he may increase his or her availability through notification to the facility staffing office not later than thirty (30) days prior to the planned report date of the Traveling Nurse(s).
4. Where such notice cannot be provided, **due to emergent circumstances, such as internal/external disasters**, the **Employer** will respond to the changed **staffing** needs and the **parties** will meet to discuss why the notice could not be provided.
5. In such instances, facility Nurses will still have at least a fifteen (15) day window to make themselves available for a portion or all of this work.

## APPENDIX L – USE OF TRAVELERS

6. The Employer will then utilize the Traveler in some other capacity that does not violate the CBA.
7. The parties agree that filling of positions by Travelers shall not extend beyond thirteen calendar weeks for each posted, vacant position filled. If it becomes necessary to extend such time the Employer agrees to first repost such position prior to employing a Traveler in it.
8. Any Traveler engaged under these circumstances shall not be subject to displacement by bargaining unit employees making themselves available for overtime or extra shifts.



## APPENDIX M – REGIONAL SCHEDULING GUIDELINES

Home Department RNs, Float Department RNs, Travelers working in a posted position, and block-booked supplemental RNs are scheduled up to their PARed hours. (Float Department RNs may or may not be assigned to a unit when scheduled.)

These guidelines may be used for filling extra shifts during the scheduling process or to staff absences 72+ hours before need.

Staff who have indicated formal availability for extra work will be called first, followed by staff who have not indicated formal availability. (Do NOT include those on the Do Not Call List)

The contractual provisions for offering CNA staff extra straight time, overtime, and penalty pay third weekend work are as follows:

1. Extra straight time work is offered to Departmental Staff (includes all regular, full-time, part-time, short hour, and per diem RNs) in the following sequence:
  - a) Departmental staff by seniority, in shift who have made themselves available to work.
  - b) Departmental staff by seniority, out of shift who have made themselves available to work.
  - c) Float Department staff by seniority, in shift who have made themselves available to work.
  - d) Float Department staff by seniority, out of shift who have made themselves available to work.
  - e) Qualified personnel from any department within the facility who have made themselves available to work.
  - f) Qualified personnel from another Kaiser facility who have made themselves available to work
2. Extra overtime work is offered by seniority in the same order as above but in the following sequence according to the least amount of overtime pay. Generally speaking, overtime paid at time and one-half and overtime paid at double time are offered first to departmental staff, then to qualified Float Department RNs, then to qualified staff from any department (including Float Department) within the facility, and then to qualified staff outside the facility.
  - a) Overtime paid at time and one half:
    - 1) Daily overtime, defined as not more than four (4) hours before or after the regular shift worked in addition to the employee's regular eight (8) hour shift.

## APPENDIX M – REGIONAL SCHEDULING GUIDELINES

- 2) Staff who would be working the 6<sup>th</sup> day in a payroll week.
  - 3) Staff who would be working the eighth consecutive day.
- b) Overtime paid at double time
- 1) Double shifts.
  - 2) Staff who would be working the 7<sup>th</sup> consecutive day in a work week.
  - 3) Staff who have not indicated formal availability.
- c) Registry and travelers (straight time or overtime) are offered extra shifts only after the above process has been followed and has not been successful in assigning the extra work.
3. Third Weekend Penalty Pay work is offered in the following sequence
- a) RNs who have waived third weekend penalty pay in accordance with paragraph 733.
  - b) Departmental staff by seniority, in shift, who have made themselves available to work.
  - c) Departmental staff by seniority, out of shift, who have made themselves available to work.
  - d) Float Department staff by seniority, in shift, who have made themselves available to work.
  - e) Float Department staff by seniority, out of shift, who have made themselves available to work.
  - f) Qualified personnel from any department within the facility who have made themselves available to work.
  - g) Qualified personnel from another Kaiser facility who have made themselves available to work.

As provided in paragraphs 2402-2403, short-hour, temporary, and per diem RNs shall receive one and one-half times their regular hourly pay for all hours worked on a holiday plus shift differential. They are not eligible for other fringe benefits such as, but not limited to, split workweek differential, holidays, group life insurance, hospital-medical-surgical insurance, dental insurance or accumulative benefits such as vacation pay, paid sick

## APPENDIX M – REGIONAL SCHEDULING GUIDELINES

leave, and paid educational leave. Arbitration language further added 7<sup>th</sup> day pay and 3<sup>rd</sup> weekend penalty pay to the list of benefits not available to these RNs.

## APPENDIX N – SHIFT DIFFERENTIALS FOR 8, 10 AND 12 HOUR SHIFTS

In determining which, if any, shift differential applies, identify the Nurse's start time in column A. Moving left to right, identify the shift (8-hour, 10-hour or 12-hour) that the Nurse is working and determine the appropriate shift differential.

A	B	C	D
Shifts Starting at	8-hour Shift Differential	10-hour Shift Differential	12-hour Shift Differential
12-midnight	night	night	Night
12:30 AM	night	night	Night
1:00 AM	night	night	Night
1:30 AM	night	night	Night
2:00 AM	night	night	Night
2:30 AM	night	night	Night
3:00 AM	night	night	Night
3:30 AM	night	night	Night
4:00 AM	night	night	Evening
4:30 AM	night	night	Evening
5:00 AM	night	night	Evening
5:30 AM	night	night	Evening
6:00 AM	day	day	Evening
6:30 AM	day	day	Evening
7:00 AM	day	day	Evening
7:30 AM	day	day	Evening
8:00 AM	day	day	Evening
8:30 AM	day	day	Evening
9:00 AM	day	day	Evening
9:30 AM	day	day	Evening
10:00 AM	day	day	Evening
10:30 AM	day	day	Evening
11:00 AM	day	day	Evening
11:30 AM	day	day	Evening
12-Noon	evening	evening	Evening
12:30 PM	evening	evening	Evening
1:00 PM	evening	evening	Evening
1:30 PM	evening	evening	Evening
2:00 PM	evening	evening	Evening
2:30 PM	evening	evening	Evening
3:00 PM	evening	evening	Evening
3:30 PM	evening	evening	Evening
4:00 PM	evening	evening	Night
4:30 PM	evening	evening	Night

APPENDIX N – SHIFT DIFFERENTIALS FOR 8, 10 AND 12 HOUR SHIFTS

A	B	C	D
Shifts Starting at	8-hour Shift Differential	10-hour Shift Differential	12-hour Shift Differential
5:00 PM	evening	evening	Night
5:30 PM	evening	evening	Night
6:00 PM	evening	evening	Night
6:30 PM	evening	evening	Night
7:00 PM	evening	evening	Night
7:30 PM	evening	evening	Night
8:00 PM	evening	evening	Night
8:30 PM	evening	evening	Night
9:00 PM	evening	evening	Night
9:30 PM	evening	evening	Night
10:00 PM	night	night	Night
10:30 PM	night	night	Night
11:00 PM	night	night	Night
11:30 PM	Night	night	Night

APPENDIX O – POST 2016 PID PLAN

KAISER FOUNDATION HEALTH PLAN Post-2016 PID 10 EU7 COST-SHARING  
Effective 1/1/17

COVERED SERVICES	CO-PAYMENT
<u>Annual Co-payment Limit</u> Individual Family	\$1,500 \$3,000
<u>Outpatient Services</u> (including professional services)  Primary and specialty care office visits - Allergy injection visits - Allergy testing visits  Physical, occupational, and speech therapy  Outpatient surgery and certain other outpatient procedures, including anesthesia, imaging, lab tests, and administered drugs  Imaging, lab tests, and special procedures Blood, blood products, and their administration Health education: - Individual visits - Group educational programs	\$20 per visit \$3 per visit \$20 per visit  \$20 per visit  \$50 per procedure  No charge No charge  \$20 per visit No charge
<u>Hospital Inpatient Care</u> Including room and board, surgical services, nursing care, anesthesia, X-rays, and lab tests	\$100 per admission
<u>Routine and Preventive Care Services*</u> Physical exams Well-child visits (through age 23 months) Most vaccines (including travel immunizations) Family planning visits—outpatient Family planning--inpatient Scheduled prenatal care visits and first postpartum visit Hearing tests (Hearing aids not covered)  *Affordable Care Act preventive care services are provided at no charge.	\$20 per visit No charge No charge \$20 per visit \$100 per admission No charge No charge

APPENDIX O – POST 2016 PID PLAN

COVERED SERVICES	CO-PAYMENT
<u>Emergency Department</u> Emergency room visits	\$50.00 per visit
<u>Urgent Care</u> Urgent Care visits	\$20.00 per visit
<u>Ambulance</u> (medically necessary or KP approved)	No charge
<u>Prescription Drugs, Supplements, and Supplies – Outpatient</u> KP Pharmacy (up to 30-day supply) - Generic formulary - Brand formulary  Mail Order (up to 100-day supply) - Generic formulary - Brand formulary  Diabetes urine testing supplies (up to 100-day supply)  Certain IV drugs, supplies, and supplements (up to 30-day supply)  Sexual dysfunction drugs (8-dose supply in a 30-day period not to exceed 27-dose supply in a 100-day period)	\$10 per fill \$15 per fill  \$20 per fill \$30 per fill  No charge  No charge  \$10 generic/\$15 brand
<u>Mental Health Care</u> Inpatient Outpatient Outpatient group visits	\$100 per admission \$20 per visit \$10 per visit
<u>Alcohol and Drug Dependency Care</u> Inpatient (detox only) Transitional Residential Recovery Services Outpatient (individual) Group therapy	\$100 per admission \$100 per admission \$20 per visit \$10 per visit

APPENDIX O – POST 2016 PID PLAN

COVERED SERVICES	CO-PAYMENT
<u>Hospice (when prescribed by KP physician and within service area)</u> <u>(custodial care not covered)</u>	No charge
<u>Home Health Services (custodial care not covered)</u>	No charge
<u>Skilled Nursing Facility</u> (up to 100 days per benefit period)	No charge
<u>Vision Care</u> Eye refraction examinations for eyeglasses Eyeglass lenses, eyeglass frames, and/or contact lenses (credit allowance must be used all at one time—no carry over credit)	\$20 per visit \$175 allowance every 24 months toward the purchase of covered lenses, frames, and/or contact lenses
<u>Durable Medical Equipment and Prosthetic and Orthotic Devices</u> (when approved, in accordance with the formulary)	No charge



## APPENDIX P – CALL CENTER SCRIPTS

### Call Center Scripts

January 16, 2015

Ms. Debra Grabelle  
California Nurses Association  
2000 Franklin Street  
Oakland, CA 94612

Re: Letter of Understanding – Tentative Agreement  
Package Proposal: Union Proposal 9 and Withdrawal of Union Proposal 10 Dear

Debra:

Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (hereinafter, the Employer) provides this Letter of Understanding (LOU) to the California Nurses Association (CNA) (hereinafter, the Union). The Employer and the Union agree to the following:

- The Call Center Quality Liaison Nurses may request to review scripts up to three (3) times a year. The Quality Liaison Nurses will use their contractually provided Quality Liaison time for script review.
- An AACC Clinical Director and other AACC leaders will be present to review the scripts with the Quality Liaison Nurses. Four (4) hours will be allotted for each session.
- Up to two (2) other RNs from each call center may join these sessions.

## APPENDIX Q – Accidental Death and Dismemberment Benefit Enhancement

### Accidental Death and Dismemberment Benefit Enhancement

January 16, 2015

Ms. Debra Grabelle  
California Nurses Association  
2000 Franklin Street  
Oakland, CA 94612

Re: Letter of Understanding – Tentative Agreement Union  
Proposal 38

Dear Debra:

Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (hereinafter, the Employer) provides this Letter of Understanding (LOU) to the California Nurses Association (CNA) (hereinafter, the Union). The Employer and the Union agree to the following:

The Union made a proposal for an enhanced Accidental Death and Dismemberment ("AD&D") benefit, and proposed a vendor who offered a potential plan. Provision of this benefit is governed by the Employee Retirement Income Security Act ("ERISA"). To provide an employee benefit plan governed by ERISA, an employer must have plan fiduciaries who are subject to legal duties regarding the selection of plan providers, and the terms and administration of benefits. To consider CNA's vendor in compliance with these fiduciary obligations, the plan fiduciaries must follow a prudent selection and monitoring process when providing AD&D coverage. Accordingly, the Employer proposes that it will assess competitive bids and implement an enhanced AD&D plan that will provide a benefit package that is substantially similar to or better than those contained in CNA's proposal. CNA's proposed vendor will be included in the competitive bidding and the relationship between CNA's proposed vendor and the union will be considered as a positive factor in the assessment of the bids within the discretion of the Plan fiduciaries.

## APPENDIX R - PATIENT CARE COORDINATORS CASE MANAGERS

The unit of Patient Care Coordinator Case Manager will be integrated into the California Nurses Association Collective Bargaining Agreement as follows:

**Department Definition:** For purposes of seniority, availability of extra shifts, filling of vacancies, vacation scheduling, floating, layoffs, and bumping the department definition is recognized to be the Medical Facility in which the Patient Care Coordinator Case Managers work.

### BENEFITS AND PERQUISITES

Integrate into the California Nurses Association (CNA), subject to the changes set forth in this document. Benefit changes are effective the first pay period following ninety (90) days from the date of ratification ("Implementation Date"). The Health and Welfare benefits implementation date ("H&W Implementation Date") will be the first of the month following the Implementation Date.

#### Health Benefits and Welfare Benefits

Medical Benefits (including Vision): Through the H&W Implementation Date, benefit eligible employees will maintain the existing medical benefit plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, all employees eligible for medical coverage will receive basic comprehensive plan based on the Kaiser Foundation Health Plan HMO Plan for CNA members in the Northern California region. Copayments for the plan include, but are not limited to, \$20.00 medical office visits, \$20.00 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit, \$10.00 generic/\$15.00 brand prescription 30-day supply maximum, etc.

Dental Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the existing dental benefit plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, all employees eligible for dental coverage will receive the basic dental coverage in accordance with the CNA Agreement.

Welfare Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the welfare benefit plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, life insurance, AD&D coverage, disability benefits and flexible spending accounts will be provided in accordance with the CNA Agreement.

#### Retirement Benefits

Pension Benefits: Employees will be covered under the Kaiser Permanente Employees Pension Plan for California Nurses Association (KPEPP-CNA) with a 1.45% multiplier.

## APPENDIX R - PATIENT CARE COORDINATORS CASE MANAGERS

The following provisions will become effective on the Implementation Date:

- Retirement benefits going forward will be as specified under the terms of the CNA Agreement.
- Employees will move to the KPEPP-CNA benefits in accordance with the CNA Agreement.
- Employer contributions to the Kaiser Permanente Supplemental Savings and Retirement Plan (Plan B)/Kaiser Permanente Tax-Sheltered Annuity Plan (TSA) or The Permanente Medical Group, Inc. (Plan 2) and voluntary Employee payroll deductions (i.e., retirement plan pre-tax contributions and any after-tax contributions) to TSA and The Permanente Medical Group, Inc. Salary Deferral Plan (Plan 3) will cease. Prior contributions to these plans will remain in employee's accounts, and employees will continue to receive statements and have access to direct and allocate funds in those accounts.
- Employees will be eligible to enroll in the Kaiser Permanente 401(k) Retirement Plan (KP401K) and receive employer matching contributions consistent with the CNA Agreement.

Retiree Medical Benefits: Through the Implementation Date, benefit eligible employees will maintain the existing non-represented, non-union retiree medical benefits as applicable. Eligible employees retiring on or after the Implementation Date will receive retiree medical benefits in accordance with the CNA Agreement.

### TIME OFF BENEFITS

All accrued and earned hours in Paid Time Off (PTO) banks will be converted to Vacation hours as of the Implementation Date. Vacation hours accruals shall be governed by the terms outlined in the CNA Agreement on and after the Implementation Date.

All accrued and earned hours in Extended Sick Leave (ESL) banks will be converted to Sick leave as of the Implementation Date. Sick leave accruals shall be governed by the terms outlined in the CNA agreement on and after the Implementation Date.

Beginning on the Implementation Date, employees will receive Holidays in accordance with the CNA Agreement. Beginning on the Implementation Date, eligible employees will start accruing Educational Leave in accordance with the CNA Agreement.

Wages: Appendix A: The Patient Care Coordinator Case Manager classification will be added to the Wage Scale as Patient Care Coordinator Case Manager II. The Patient Care Coordinator Case Managers will be paid the equivalent of a Staff Nurse II and be mapped to the wage scale as follows:

- The PCCCMs will receive a 2% increase to their current hourly rate to be effective the first pay period 90 days after ratification. They will be placed on

## APPENDIX R - PATIENT CARE COORDINATORS CASE MANAGERS

the wage scale that is closest to their new wage rate for placement within Steps 1-5; longevity placement on the wage scale requires the PCCCM to have met the longevity requirements under the collective bargaining agreement. Patient Care Coordinator Case Managers currently above the appropriate step placement will be red-circled until such time as the wage scale catches up. After wage placement, the Patient Care Coordinator Case Managers will advance on the wage scale as outlined in the collective bargaining agreement.

**Staffing:** Article XIII (Staffing) shall not apply to Patient Care Coordinator Case Managers.

**Clinical Classification:** Article XVI (Clinical Classifications) shall not apply to Patient Care Coordinator Case Managers.

**Extended Layoffs:** Article VIII – Seniority – Section D Lay-off and Recall shall be modified for the Patient Care Coordinator Case Managers as follows:

- In the event the Employer implements a layoff of sixty (60) days or more, the Employer will notify and meet with the Association at their request prior to layoff to discuss the layoff and retention procedures specific to that situation. In any such layoff, the Employer will retain Patient Care Coordinator Case Managers based on their department seniority within the facility. Work will be reassigned by the Employer provided the patient Care Coordinator Case Manager is qualified to perform such work. In the event of a layoff, The Employer is under no obligation to reassign, orient, train, or cross-train a Staff Nurse I-IV, Home Health Nurse I-II, or Nurse Practitioner I-III to work as a Patient Care Coordinator Case Manager.

**Quality Liaison Program:** Article XV, Paragraph 1501 shall be amended in the CBA as follows:

1501 The RN Quality Liaison Program was established in 1998. The RN Quality Liaison has created thirty-six (36) Registered Nurse and Nurse Practitioner Quality Liaison (QL) bargaining unit positions in Northern California. The Quality Liaison Program shall be expanded to thirty-eight (38) members with the addition of a Nurse Practitioner QL for the Central Valley service area. The Quality Liaison Program shall be expanded to forty (40) members with the addition of two Patient Care Coordinator QLs for Northern California.

The parties agree to meet in good faith to discuss any remaining integration issues or concerns during the first 100 days after ratification of the Collective Bargaining Agreement.

## **APPENDIX S – EQUITY, INCLUSION, AND DIVERSITY (EID) COMMITTEE**

**Kaiser Permanente will continue to address the impact of historical racism, bias and discrimination in the nursing profession and healthcare industry and is committed to an inclusive work environment where the RN workforce is representative of the communities it serves.**

- 1. Within 180 days of ratification of the 2022 collective bargaining agreement, a Regional EID Committee comprised of two (2) RNs from each Medical Center and Employer representatives shall be established.**
  - a. The Association will select up to two (2) RNs from each Medical Center, and one (1) RN from each Call Center.**
  - b. The function of the committee will be to identify EID issues of mutual interest and to recommend to the Employer ways and means to address opportunities in recruitment, selection, retention, training, promotion, and inclusive environment. This committee is not convened for the purposes of collective bargaining with the Association, nor does it have the authority to modify or amend the current collective bargaining agreement.**
  - c. The committee will meet on a quarterly basis for a period of four (4) hours. The Employer will compensate each member of the committee for time spent in the quarterly committee meetings.**
  - d. Activities of, and issues before, the committee shall not be subject to either the grievance and arbitration procedure under the collective bargaining agreement, or to resolution by a mediator. Any contrary provision in the collective bargaining agreement is not applicable.**
- 2. Upon request, the Employer will provide no more than annually a demographic report of represented employees in the bargaining unit. Such report shall include, to the extent such information exists, race/ethnicity, national background, educational background, sexual orientation, gender identity, age, unit, shift, job title, and pay rate.**
- 3. The Employer is committed to hiring an educated and fully qualified workforce. The Employer will continue to hire regardless of degree status provided they meet the minimum standards of the position in accordance with the job descriptions covered in this CBA.**

## **SIDE LETTERS**

## SIDE LETTER A

### GRANDFATHERING THE DIFFERENTIAL PREMIUM FOR MULTI MEDICAL CENTER / MULTI FACILITY NURSES FROM STOCKTON, TRACY, MODESTO AND MANTECA

RNs/NPs identified in the list provided to CNA on October 17, 2017 who are located at Manteca Hospital, Modesto Hospital, Tracy Medical Office Building or the Stockton Medical Office Building and are currently receiving Multi-Site (Facility) or Multi-Medical Center premiums shall not be adversely impacted by any changes that may be made to the Multi-Medical Center/Multi-Site grid.

RNs/NPs shall continue to receive their current Multi-Site or Multi-Medical Center premium until they leave their current position. In the event a RN/NP currently receiving Multi-Medical Center/Multi-Site premiums at the above named Hospitals/Medical Office Buildings has not been identified in the above referenced list, the parties agree to meet and discuss resolution. In the event resolution is not reached the parties will use the grievance and arbitration process to settle any disagreements that may arise whether the premium applies to those RNs/NPs.

List of impacted nurses:

See Tentative Agreement signed 10-18-17 for Grandfather RN List.



## SIDE LETTER B

### WORK/LIFE BALANCE COMMITTEE

During the term of this agreement the parties agree to develop and implement a Region-wide program to help Registered Nurses/Nurse Practitioners and nurse managers identify and understand the possible effects of prolonged work periods on their effectiveness as patient care providers and advocates. This program is intended to provide RNs/NPs with information and other tools to help them make informed decisions concerning the balance between their professional and non-working time.

The parties will designate up to four (4) nurse managers selected by KP and up to four (4) RNs/NPs selected by CNA to be the primary program developers. The program developers will begin meeting no later than sixty (60) days following ratification, and will review literature, studies such as those conducted by the Institute of Medicine, and relevant internal and external data to help them design an effective program. The program will include an awareness campaign concerning the potential impact of extended work periods, development of communications, education and self-assessment materials, and development or identification of other resources that can be made available to RNs/NPs and nurse managers throughout the Northern California Region.

## SIDE LETTER C

### MANTECA SERVICE CREDIT FOR POST-RETIREMENT MEDICAL COVERAGE

For Nurses hired under the 2004 St. Dominic's Acquisition Agreement between the parties, the Employer will recognize service at St. Dominic's towards eligibility for post-retirement medical coverage as outlined in Article XXXII of the Master Agreement.

SIDE LETTER D

LONG TERM CARE

In the event any other union in the Northern California Region negotiates a provision for Long Term Care and/or Post-Retirement Medical Coverage at age 55, such agreement(s) shall be extended to the California Nurses Association.

## SIDE LETTER E

### NURSE PRACTITIONER REGIONAL COMMITTEE

The Nurse Practitioner Regional Committee (NPRC) shall have one NP from each Medical Center representing all Registered Nurse Practitioners at their Medical Center and Satellite Medical Offices. The Committee members shall be elected by the Nurse Practitioner staff at the facility. The Nurse Practitioners shall schedule their meetings as will best support their objectives for a total of eight (8) hours per quarter, paid by the Employer.

The NPRC shall meet together and in subgroups by medicine, pediatrics, OB/Gyn and any other appropriate subgroup(s) which contribute to the successful implementation of their objectives.

Nurse Practitioners sub-group may be asked to attend Chiefs of Service meetings periodically to report their progress and share their successful practices and protocols with chiefs.

It is expected that the NPRC shall develop effective means of communication, which shall include sharing successful practices and protocols discuss professional practice issues, address quality improvements and issues relating to Nurse Practitioner practice, in all Medical Offices, and acknowledge the value and contributions of RNPs in the Northern California Region.

The Chair and Secretary of the NPRC shall each be granted four (4) hours per quarter paid preparation time.

CNA and KP have jointly agreed to continue the NPRC. Both parties will review and approve the committee charters and bylaws.

## SIDE LETTER F

### STAND-BY ONLY POSITIONS

As a result of a dispute in 1999-2000 regarding the posting and filling of an evening shift stand-by only Hospice position in the NEB, the parties have agreed that:

1. The contract does not explicitly provide for “stand-by only” positions. Standby is normally provided by regular staff in accordance with Article XXIII E. A stand-by only position was not contemplated in Articles V, Personnel Categories, or VI, Change in Status.
2. Kaiser Permanente will not post any “Stand-by only” position(s) without mutual agreement in writing between the parties.

## SIDE LETTER G

### INCENTIVES

The Employer and CNA agree that time off benefits that protect Nurses from loss of income if they are ill or injured promote employee well-being and security. The Parties wish to optimize the value of these benefits with the goals of enhancing the quality and continuity of care provided to our patients, promoting work/life satisfaction for Nurses, and supporting the Employer's ability to meet staffing ratios and other contractual commitments.

The Parties agree to work cooperatively to achieve these goals. The parties recognize that doing this fairly and successfully will require them to consider a variety of approaches, including but not limited to:

- Clear and consistent standards and expectations that are fairly applied;
- Education and training for RNs, NPs and managers;
- Economic or other incentives for RNs and NPs;
- RN and NP participation in development and implementation.

During the first year of the collective bargaining agreement, CORE will consider options for achieving these goals and will be responsible for making any decisions concerning their adoption and implementation.

## SIDE LETTER H

### ASSIGNMENT DESPITE OBJECTION POLICY (ADO)

The Assignment Despite Objection form is used by Registered Nurses to formally document circumstances in which the Registered Nurse believes a staffing situation is unsafe or inadequate. The ADO also ensures and documents that appropriate Kaiser Permanente supervision has been notified.

Kaiser Permanente leadership values our nurses' input regarding staffing levels, and therefore supports the use of this form to ensure quality of care and safety of patients/staff is not jeopardized.

#### PURPOSE

- A. To support our staff and address any concerns when given assignments they believe are potentially unsafe for patients or staff.
- B. To apply a standard set of guidelines and instructions for addressing ADO's within the NCAL region.
- C. To ensure all ADO's are efficiently and promptly processed and resolved.

#### POLICY STATEMENTS

- A. The RN with the concern will make a good faith effort to inform the manager/assistant manager/nursing supervisor at the time of objection to the assignment. The immediate goal is to address the concerns at hand relative to quality or safety within the resources available or appropriate scopes of practice or policy. The manager/assistant manager/nursing supervisor must be aware of the problem to be able to solve the problem
- B. In keeping with our values and desire to support our workforce and create a positive work environment, KP leadership requires a prompt response to all ADO's filed.
- C. ADO forms are not kept on file for RNs to fill out. The RN is responsible for obtaining and completing the form, and giving the manager a copy.

#### PROCEDURE

- A. Staff will submit copies of the ADO and/or Staffing Adequacy Form (SAQ) to unit management and the PPC or QL.

## SIDE LETTER H

### ASSIGNMENT DESPITE OBJECTION POLICY (ADO)

- B. When management receives a copy of an ADO, the date and time it was received will be noted on the upper right corner of the form.
- C. Management respond in writing to the ADO within one week of its receipt. If there are extenuating circumstances necessitating additional time to respond to the ADO, the initiating RN and PPC shall be notified within one week that the ADO is under review.
- D. Management will return the response to the initiating RN, the CNO or DONP.



## SIDE LETTER I

### HOME HEALTH CARE LEVEL SYSTEM (CLS)

**The Care Level System is to establish common language of scheduling of patients with an average of 7.5 care level points per day. Each care level includes 30 minutes of drive time. It is intended to be a guide to staffing the following day based on the projected needs of the patient, including documentation. Not every scenario can be predicted, and when those scenarios arise, communication must take place between the clinician and the supervisor. Home Health RN's assigned as Case Managers will be given a total of 1.5 hours of case management time scheduled per week.**

CARE LEVEL	VISIT TYPE	DESCRIPTION	CONVERSION TIME
0.50	Telephone Discharges Hospital Transfers	<ul style="list-style-type: none"> <li>OASIS Telephone D/C / Non-OASIS Telephone D/C</li> <li>OASIS Transfers / Non-OASIS Transfers</li> </ul>	30 min
0.75	Non-Skilled Visit	<ul style="list-style-type: none"> <li>2<sup>nd</sup> visit of the day without full assessment</li> <li>Aide Supe visit without skill (800)</li> <li>Drop off supplies or equipment only</li> </ul>	45 min
1.75	Routine Visit Discharge Visit	<ul style="list-style-type: none"> <li>Non-OASIS Discharge Visit</li> <li>Follow up visit with routine visit component (s)</li> <li>For OASIS Discharge Visit, a 0.25 multiplier will be added</li> </ul>	1 hr 45 min
2.5	2 <sup>nd</sup> Service Eval / IDR Complex Visit	<ul style="list-style-type: none"> <li>All evals performed after SOC</li> <li>Follow up visit with 2 complex visit components</li> </ul>	2 hrs 30 mins
2.75	Recertification Visit SCIC Non-OASIS (Commercial) SOC	<ul style="list-style-type: none"> <li>Recert visit with 1 complex visit component</li> <li>SCIC – Sudden Change in Condition (Observation)</li> <li>For OASIS Recert Visit, a 0.25 multiplier will be added (3.00)</li> <li>For Non-OASIS (Commercial) SOC with routine visit component, a 0.5 multiplier will be added (3.25)</li> </ul>	2 hrs 45 mins
3.75	Resumption of Care Complex OASIS Recert OASIS SOC	<ul style="list-style-type: none"> <li>Resumption of Care (Admitted to Inpatient)</li> <li>OASIS Recert with 2 complex visit components</li> <li>For OASIS SOC with routine visit components, a 0.25 multiplier will be added (4.00)</li> <li>For OASIS SOC with 1 complex visit component, 0.5 multiplier will be added (4.25)</li> </ul>	3 hrs 45 mins
4.50	Complex SOC Complex Non-OASIS SOC	<ul style="list-style-type: none"> <li>SOC with 2 complex visit components</li> <li>For OASIS SOC with complex visit components, a 0.25 multiplier will be added (4.75)</li> </ul>	4 hrs 30 mins
0.25 to 1.0	Daily Multiplier	<ul style="list-style-type: none"> <li>Additional Care Level points added based on agreement between nurse and supervisor on the following descriptions:</li> <li>Items described in "Discuss concerns with Supervisor" box</li> <li>A minimum of 0.25 for each additional visit component</li> <li>A minimum of 0.25 for delay in start of daily assignment</li> <li>A minimum of 0.25 for each High Risk/Medium Risk Patient for first and second revisit</li> <li>Prep time / Follow Up time</li> </ul>	15 min to 1 hour

## SIDE LETTER I

### HOME HEALTH CARE LEVEL SYSTEM (CLS)

<p><u>“Routine” Visit Components:</u></p> <ul style="list-style-type: none"> <li>• Assessments / Teaching</li> <li>• NONMC Letters</li> <li>• Vitals / O2 Saturations</li> <li>• Simple Foley / Suprapubic Catheter Changes</li> <li>• PT/INR via CoaguCheck</li> <li>• Ongoing IV / Cassette / Bag Changes / TPN with trained CG</li> <li>• PICC Dressing Change</li> <li>• Simple wound care with measurements (up to 2 wounds)</li> <li>• Peripheral IV Start</li> <li>• Existing Trach / Vent with IV/Peg</li> <li>• Life Care Planning as Consultative Visit</li> <li>• Medication Reconciliation</li> </ul>	<p><u>“Routine” visit diagnosis examples:</u></p> <ul style="list-style-type: none"> <li>• Arthritis / DJD / Rheumatoid Arthritis</li> <li>• Depression</li> <li>• CABG, CAD, Valve Replacements, A-Fib</li> <li>• Fractures / Joint Issues</li> </ul>
<p><u>“Complex” Visit Components:</u></p> <ul style="list-style-type: none"> <li>• Lab draws requiring transport to lab</li> <li>• Simple wound care with measurements (3 or more wounds)</li> <li>• Complex wound care (i.e. packing large/deep wound, wound vac, profore, una boot [one or both legs])</li> <li>• Communication Barriers (i.e. language, translation, speech difficulties, deaf)</li> <li>• High Risk for Readmit Program Patients</li> <li>• New IV / Cassette / Bag Changes / TPN with training needs</li> <li>• New Trach / Vent</li> <li>• New / Fresh Ostomy / New PEG / Tube Feed</li> <li>• Palliative Care</li> <li>• Recent transplant patient</li> <li>• New portable chest tube devices</li> <li>• Complex Foley / Suprapubic Catheter Changes</li> <li>• Pediatrics</li> </ul>	<p><u>“Complex” visit diagnosis examples:</u></p> <ul style="list-style-type: none"> <li>• Dementia with ongoing active symptom management needs</li> <li>• Neurological disorders with active symptom management needs</li> <li>• Heart Failure / COPD with active symptom management needs</li> </ul>
<p>Discuss concerns with Supervisor</p> <ul style="list-style-type: none"> <li>• Service Recovery</li> <li>• Psych patients</li> <li>• Repatriation</li> <li>• Non-compliance / Social / Cultural Issues</li> <li>• Patients with Safety Issues</li> <li>• Caregiver Issues</li> <li>• Extended Drive Times</li> <li>• Approval of overtime</li> </ul>	

## SIDE LETTER I

### HOME HEALTH CARE LEVEL SYSTEM (CLS)

**The parties understand the Home Health landscape is evolving.**

**At any time during the life of this Agreement, either party may request a re-evaluation of any aspect of the Care Level System; provided at least 180 days have elapsed since the previously requested re-evaluation.**

**The re-evaluation review process of the Home Health Care Level System will be for a period of 90 days or more, as mutually agreed, in effort to reach an agreement.** If agreement of the issue or issues cannot be reached within the **90** day framework agreed to by the Parties, either party may proceed to binding resolution in accordance with #4 below. The arbitrator shall, if the Parties mutually agree, be permitted to act as a mediator, prior to hearing the dispute in arbitration.

The Employer shall select its own committee members for this process and CNA shall appoint six (6) Home Health Care RN's from among Kaiser Home Health Agencies within the NCAL Region. The Parties shall meet for one day, bi-weekly during the **90** days, or more often as mutually agreed until agreement is reached.

The parties agree to utilize information contained in the Clinical Documentation System or other existing data for its research and analysis whenever feasible in order to expedite this review and to insure the accuracy of data collection. The necessary elements of the CLS which must be included and times agreed to include, but are not limited to:

The parties will be engaged in the following:

- 1) Evaluation of driving time and a refinement of the system accurately reflects the effects of driving times on nursing schedules based upon conditions in place at each agency. Such evaluation shall utilize currently available technology (GPS/Google Mapping) for data collection purposes as well as individual audits as is necessary to validate such data.
- 2) Appropriate allowance in the CLS for schedule changes, including delays in start time including, but not limited to a delay in the provision of schedules, addition(s) or changes in patient assignment, including re-visits and admissions.
- 3) Admission visits, resume visits, re-certifications (including both complex and simple patient needs in each category), discharges, new regulations, computer documentation, and patient acuity must all be assessed.

Recorded times must be agreed to through the review of currently available electronic information or some other form of mutually agreed study, adequate in

## SIDE LETTER I

### HOME HEALTH CARE LEVEL SYSTEM (CLS)

number to be able to provide assurance of reasonable accuracy. These observations must include examples from all Agencies and the different conditions in patient population, geography, road/traffic conditions, etc.

- 4) Pursuant to the data and information developed for the analysis of items 1, 2 and 3 above, if the combination of assignments generates a difference of more than thirty (30) minutes per day, and no further auditing can resolve such differences, either party may proceed to Arbitration of such difference. If a difference in position between the parties of less than thirty (30) minutes exists, such issue shall be resolved through bargaining between the parties.

## SIDE LETTER J

### AACC PERSONAL TIME PROCESS

AACC KP leadership and selected CNA representatives will meet within 90 days following ratification of this **2022** agreement to discuss a process by which requests for additional personal time will be reviewed and evaluated. This process will be based on the use of the current, up to date employee information regarding employee's need for accommodation, the current policy regarding personal time, individual circumstances, **and evaluations** based on medical leave. **This side letter will expire at the end of the current contract term.**

## SIDE LETTER K

### NURSE PRACTITIONER SELECTION

Kaiser Permanente re-affirms its commitment to hire qualified Nurse Practitioners, commensurate with their scope of practice, education and clinical training, in positions which meet the operational needs of the department(s) (e.g., Pre-Op Clinic, Osteoporosis Program).

## SIDE LETTER L

### CHARGE NURSE DEVELOPMENT

The Employer proposes developing a two (2) day training of eight (8) hours for all Inpatient Charge Nurses. It is proposed that the parties will discuss the criteria for such training at a Regional Level. The goal of such training is to offer training and direction to the Charge Nurses as a Leadership/Role Model, education on skills necessary and valuable to perform their role. The full agenda shall be agreed upon at the Regional Level within 90 days of ratification and the first educational day shall be rolled out within 180 days of ratification with the second day within the next 180 days. The specifics of such training shall be determined between the parties.

## SIDE LETTER M

### Bilingual Program

#### KAISER PERMANENTE AND CNA

#### REGISTERED NURSE BILINGUAL PROGRAM

April 15, 2008

Revised May 14, 2008

The following agreement with regard to the Registered Nurse Bilingual Program is hereby made by and between Kaiser Foundation Hospitals, The Permanente Medical Group, Inc (collectively the "Employer") and the California Nurses Association (the "Union"), as follows:

#### PREAMBLE

The purpose of this side letter is to implement Article 23, Section H paragraph 2359 of the parties' 2006-2011 Collective Bargaining Agreement. The parties have agreed that the advancement of patient care will be served by the establishment of a Registered Nurse/Nurse practitioner Bilingual Program, effective May 1, 2008.

#### LANGUAGE PROFICIENCY

RN/NPs who qualify for bilingual positions shall be sufficiently fluent to function within their scope of practice in clinical settings requiring advanced level of medical terminology appropriate for the membership and population they serve. Such Nurses shall also be competent to perform sight translation as part of their bilingual duties.

#### ASSESSMENT OF LANGUAGE SKILLS

To qualify for assignment to a bilingual position, or to function in an intermittent basis, RN/NPs must successfully complete an initial assessment of language skills to include an advanced level of fluency, competency in advanced medical terminology, and sight translation as determined by the Employer. It is the Employer's intent, in fulfilling the requirements of the assessment described above, to utilize the services of an independent third party testing agency as part of the qualification process.

The Employer shall pay for testing services associated with the qualification process. RN/NPs who fail to qualify for bilingual status shall be eligible to retake the test following six months of employment from the date of the previous test.



## SIDE LETTER M

### Bilingual Program

#### PERFORMANCE EXPECTATIONS

Bilingual Nurses shall be expected to perform their duties consistent with the needs of patients and their families, and the clinical requirements of their scope of practice. Bilingual RN/NPs will not be required to perform third party interpretation unless no alternative language services are readily available and unless operationally feasible, i.e., the RN/NP has been relieved of other duties. RN/NPs who do not qualify for bilingual status must utilize third party interpreter services.

#### LANGUAGES

Language services covered by this agreement shall be determined by the Employer's data and analysis. Languages to be supported regionally are **Korean, Filipino dialects (Tagalog and Ilocano), Armenian**, Spanish, Vietnamese, Mandarin, and Cantonese. Other languages shall also be considered based upon local conditions and the Employer's determination of need.

#### POSTING AND FILLING OF POSITIONS

New positions designated by management as bilingual positions shall be posted and filled in accordance with the Master Agreement. Registered Nurses and Nurse Practitioners who are currently in positions which were posted as requiring bilingual functions shall retain their current positions, and shall not be required to complete the Assessment of Language Skills. Such positions shall be reclassified as Bilingual positions, and shall be compensated in accordance with the compensation provisions of this agreement beginning on the pay period closest to September 1, 2007. Compensation from pay period closest to September 1, 2007 to pay period closest to May 1, 2008 shall be in the form of a lump sum payment, and such lump sum shall not be included in any benefit calculation.

Registered Nurses and Nurse Practitioners currently in positions which were not originally posted as requiring bilingual functions, but which are designated by management as requiring the frequent and recurrent use of bilingual skills, shall retain their current positions. Upon successful completion of the Assessment of language Skills by the RN/NP, the position shall be reclassified as a Bilingual position, and shall be compensated in accordance with the compensation provisions of this agreement beginning on the first pay period following completion of the Assessment, except as provided below.

Intermittent bilingual functions performed by other RNs/NPs shall be assigned by management as necessary for operational needs. Upon successful completion of the Assessment of language Skills, the RN/NP shall be compensated in accordance with

## SIDE LETTER M

### Bilingual Program

the compensation provisions of this agreement beginning on the first pay period following completion of the Assessment, except as provided below.

RNs/NPs who qualify in accordance with one of the two preceding paragraphs, and who apply for the program no later than June 7, 2008, shall be compensated in accordance with the compensation provisions of this agreement beginning on the pay period closest to December 1, 2007. Compensation from pay period closest to December 1, 2007 to pay period closest to May 1, 2008 shall be in the form of a lump sum payment, and such lump sum shall not be included in any benefit calculation. The only exception to the June 7, 2008, deadline will be those who were absent on approved vacation, medical or other paid or unpaid approved leave during the date of the communication. Such staff shall have an additional fifteen (15) calendar days to apply and be eligible for compensation in accordance with this paragraph.

#### ADMINISTRATION OF PROGRAM

The Employer shall provide sufficient administrative support regionally and locally to monitor operations and to insure consistency and compliance in the implementation and utilization of this bilingual program.

#### COMPENSATION

Compensation for Registered Nurses/Nurse Practitioners who are assigned to bilingual positions or who function in an intermittent basis under this agreement shall be a premium of **seventy-five cents ( \$0.75)** per hour which shall be added to the RN/NP's base rate for all compensated hours.

RNs/NPs will not receive the \$0.55/hr differential as a regular part of their paychecks until 2009. Employees will receive a lump sum payment in December, 2008, in the amount of \$0.55/hr, for all compensable hours for which they qualify to receive the differential in 2008, except for those hours for which they have already received payment as provided in Posting and Filling of Positions, above.

#### DISPUTES

In the event that the parties disagree about the application of any of the provisions of this Side Letter, the issue may be referred to the grievance procedure.

SIDE LETTER M

Bilingual Program

PROGRAM REVIEW

Not less than one year following the implementation of this agreement, the parties agree to meet in order to review the operation of the agreement and determine what modifications, if any, should be made to improve the performance of this Bilingual Program. To be implemented, any such modifications shall only be made by written mutual agreement.

321 KAISER PERMANENTE AND CNA SUPPLEMENTARY PROVISION  
BILINGUAL PROGRAM

April 15, 2008

If during the term of the parties' 2006-2011 Agreement, Kaiser Permanente and any other union in the Northern California Region agree to increase their current bilingual rate (i.e., cents per hour), then the rate for CNA-represented RNs/NPs pursuant to the April 15, 2008, Side Letter establishing the Registered Nurse Bilingual Program shall be adjusted so that it is no less than the rate for other such union(s).

## SIDE LETTER N

### Letter of Intent: RN/NP Workplace Safety Project Process

The Parties, in good faith and in order to reach an agreement regarding CNA represented RNs/NPs participation in all Kaiser Facility and Regional Workplace Safety structure, shall follow the provisions outlined below beginning 90 days after completion of training for RN/NP Workplace Safety Committee Representatives:

- The Parties will follow the IWPSS Charter as updated by the IWPSS committee and/or the Employer.
- The Employer is committed to an allotment of \$1,000,000 each calendar year (Jan-Dec) of this contract, to be used towards the paid release time of any nurse who is leading and/or participating in safety projects supported by the IWPSS and approved by the Regional Executive Board. The allotment will not roll over or exceed \$1,000,000 per year.
- **Each year of the term of this contract (2023-2026), the Employer will fund up to two (2) Association selected RNs per Medical Center (one (1) RN per entity – TPMG & KFH), and one (1) RN from each AACC location, to obtain an initial Certification Infection Control (CIC). Reimbursement for all prep courses, books, materials, examination fees and time spent in the certification training will be paid by the Employer. Association selected RNs will not have to utilize their earned Education Leave or Tuition Reimbursement, however, all other Education Leave related provisions apply (e.g. pre-approval prior to the start of the course, etc.)**
- Employer shall provide CNA a report of approved/denied projects and dollars per project by facility.
- Management is committed to support the active participation of the IWPSS committee members. This includes the release of IWPSS committee members to participate in delegated IWPSS sponsored meetings and project work.
  - Nurse Representatives to the IWPSS may guide/assist Registered Nurses through the safety project approval process.
  - Employees will work with their manager and the local KFH/TPMG safety leader for required time away while assuring appropriate operational coverage.
  - There may be time where operational necessity takes precedence, however, no time away shall be unreasonably denied.
- IWPSS members represented by CNA will be afforded and provided the same hours as all IWPSS committee members based on their role and responsibilities as outlined within the IWPSS committee.

## SIDE LETTER N

### Letter of Intent: RN/NP Workplace Safety Project Process

This program and the related monetary allocation will expire at the end of the term of this agreement on August 31, **2026**. This Letter of Intent shall not be included or effective in any collective bargaining agreements after the date of expiration of the **2022-2026** contract.

## SIDE LETTER O

### LETTER OF UNDERSTANDING: RN/NP Workplace Safety Committee Representative

1. Commit to one nurse per Medical Center/AACC (up to 24 total) to participate in the local Integrated Workplace Safety Sub-Committee (IWPSS). **Nurses will serve three (3) year terms, and will be replaced on a rotational basis. One-third of the positions will change each year in October.**
  - a. The parties will follow the IWPSS Charter as updated by the IWPSS committee and/or the Employer.
  - b. The Union will select the RN/NP Workplace Safety Committee Representative to the local IWPSS and the regional IWPSC for Home Health/Hospice.
  - c. For facilities with one nurse already participating in the safety committee, this nurse counts towards the 24 participants reference above.
  - d. For facilities that have been identified as having more than one nurse currently participating in the Employer's Integrated Workplace Safety Sub committee: Santa Clara, San Rafael, Vacaville, one of these nurses will count towards the 24 participants reference above.

The additional nurses participating in the committee shall continue to do so until they resign, transfer to another facility or otherwise choose to leave the committee. When the last nurse presently serving on the facility safety committee vacates their role, the next nurse will be chosen by CNA according to the agreements made in the 2017 CNA/KP understanding.

At the end of this contract term, all facilities shall not recognize more than 25 total Workplace Safety Committee Nurse Representatives as referenced in #1 above.

2. Management is committed to support the active participation of the IWPSS committee members. This includes the release of IWPSS committee members to participate in delegated IWPSS sponsored meetings and project work.
3. Representation in existing KP processes and structures as may be assigned through the IWPSS:
  - a. Regional Integrated Workplace Safety Committee
  - b. NCAL Prevention of Workplace Violence Workgroup
  - c. Local Integrated Workplace Safety Subcommittee/Prevention of

## SIDE LETTER O

### LETTER OF UNDERSTANDING: RN/NP Workplace Safety Committee Representative

#### Workplace Violence Workgroup

4. Provide safety training to the RN/NP Workplace Safety Committee Representatives and their alternates (50 total), based on Kaiser Permanente's Integrated Workplace Safety Program.
5. The RN/NP Workplace Safety Committee Representative will serve as a liaison to the PPC and NQF and will be given time each month to report in NQF.

## SIDE LETTER P

### 5 Day and External Electronic Postings

- The Employer will email to CNA a list of all job vacancies in the bargaining unit sorted by facility location not later than Friday **Close of Business (COB)** each week.
- Each Employee submitting an application for a vacancy will be notified of the reason for the denial of the position within fourteen (14) workdays of filling/closing the position. Upon request, the Employee will be informed to whom the position was awarded.



## SIDE LETTER Q

### LUMP SUM PAYMENTS- 2023

#### Lump Sum Payments

A one-time lump sum of \$1,000, minus applicable taxes and withholdings, will be payable to all active bargaining unit RNs/NPs who are employed on the date of ratification and at the time of payout. Lump sum payments will be included in the first paycheck following 90 days post ratification.

## SIDE LETTER R

### CAMPUS SUPPORT NURSE

#### KFH Campus Support Nurse

Kaiser Foundation Hospitals shall **continue the classification of** Campus Support Nurses in Northern California. The Employer retains the right to determine the campuses and shifts for these positions and may reallocate these positions based on organizational need with no less than one campus support nurse position per medical center.

The Employer's obligation to staff as described above may be fulfilled through a combination of posting dedicated positions; assigning available nurses into the role, including scenarios where nurses have been cancelled from their existing unit assignment at any of the 21 hospitals; and offering open shifts to interested nurses.

The responsibilities of the Campus Support Nurse may include, but are not limited to:

- Transporting patients;
- Assisting with clinical procedures, assessments, situations;
- Assisting with throughput and admissions, transfer and/or discharges;
- Assisting with ambulation and mobilization of patients;
- Patient rounding; and
- Other patient care duties as assigned

The activities and functions of the Campus Support Nurse may vary from day-to-day and from campus-to-campus and will be directed by the Nursing Supervisor on that shift.

After the Campus Support Nurse position is filled, the Employer will make good faith efforts to cover planned absences of such nurse using available nurses at their straight time rate. This position is ineligible for float pay.

**Effective with the 2022 CBA, filled CSN positions will be vacated through attrition, and not backfilled or posted. The Employer may assign nurses in No Cancellation as a CSN as an alternative assignment.**

## **SIDE LETTER S**

### **REMOTE AND HYBRID REMOTE WORK**

#### **Remote Work**

The purpose of remote work is to enable Nurses in select positions to perform their job functions offsite. It is intended to meet the organization's needs to optimize the Employer's space, equipment, and shift scheduling to meet member/patient needs. All remote work will be in accordance with the CBA.

#### **Classifications Eligible for Remote Work:**

Remote work may be available to Nurses in the following programs:

- a. Call Centers
- b. Continuing Care Advice Program (CCAP)

#### **Hybrid Remote Work**

Hybrid remote work is defined as work that will be performed partially onsite and partially remote or offsite. Hybrid remote work is intended to meet the organization's operational needs to optimize the Employer's space, equipment, and shift scheduling to meet member/patient needs.

#### **Classifications Eligible for Hybrid Remote Work:**

Nurses working hybrid remote in the following program or roles:

- a. Nurse Practitioners
- b. RN Chronic Conditions Management / RN Program Managers / Population Management RNs

#### **The following provisions apply to both Remote and Hybrid Remote Work:**

All Remote and Hybrid Remote will be in accordance with Kaiser Permanente's National Policy.

#### **Environmental Expectations**

- a. Any Nurse who is working remotely will be expected to ensure that ambient noise is at a minimum, that safety and ergonomic standards are met, that all meetings are held in a location as to ensure privacy and confidentiality, and that any PHI can be secured and kept confidential.
- b. All practices at the Kaiser Permanente onsite locations regarding workstation/equipment policies are applicable to the offsite workstation.

## SIDE LETTER S

### REMOTE AND HYBRID REMOTE WORK

#### Hours of Work

- c. Any Nurse who is working remotely will be required to work their scheduled shift and is required to take all meal and rest breaks. Any deviation of assigned shift will be handled per contractual agreement including voluntary overtime and time-off provisions.

Any Nurse participating in remote or hybrid remote work will sign and adhere to the Remote Work Agreement. The Parties agree to meet within ninety (90) days of ratification to review the remote work agreement.

The Employer will provide at least sixty (60) days notification of any changes, modifications, and/or cancellation of remote work, and will engage with the Association for the purpose of effects bargaining as appropriate.

Further, unless stated otherwise in this CBA, it is understood and agreed to by the parties that during the term of this agreement, the Employer will not subcontract or outsource any existing remote or hybrid remote jobs and functions currently being performed by CNA-represented employees.

This provision is limited to the programs and classifications as listed below:

Nurses working remotely in the following program or roles:

- a. Call Centers
- b. Continuing Care Advice Program (CCAP)

Nurses working in a hybrid capacity in the following programs and/or classifications:

- a. Nurse Practitioners
- b. RN Chronic Conditions Management / RN Program Managers / Population Management RNs

This subcontracting and outsourcing limitation contained in this provision does not apply to jobs or functions that are already being performed by a third party at the time of this Agreement.

This letter of Agreement shall expire on August 31, 2026.

## **SIDE LETTER T**

### **ACUTE STAFFING SHORTAGES**

**The Employer will maintain an acuity escalation policy that addresses staffing when needs are greater than the number of staff available due to unanticipated increases in patient acuity or times of high census.\_**

- The policy will include a definition for acute staffing shortages that will initiate the escalation process.**
- The policy will outline measures that may be taken to increase staffing during an acute staffing shortage.**
- The policy will include steps to reduce staff workload on the affected unit.**
- The policy will include a tool to help guide the management steps to timely address the shortage and/or reduce staff workload.\_**
- The policy will outline a timeframe for a status report back to the affected unit.**
- The policy will include a Nursing Quality Forum review process.\_\_**

**Within 90 days of ratification the Employer will revise the acuity escalation policy that addresses staffing when needs are greater than the number of staff available due to unanticipated increases in patient acuity or times of high census.\_**

- The policy will include a definition for acute staffing shortage as when the combined RN and PCT hours provided for the unit are sixteen (16) fewer than that called for in the unit's matrix.**

**To the extent the Employer's policy reference, and any revisions thereto, materially changes the working conditions of its RNs, the parties will engage in effects bargaining concerning such changes consistent with their legal and/or contractual rights and obligations.**

## **SIDE LETTER U**

### **MEAL AND BREAK RELIEF**

**Within one hundred and twenty (120) days of ratification of the 2022 Collective Bargaining Agreement the Parties will meet regarding meal and break relief. The intention of this meeting is to explore additional means to provide break relief support to the units.**

**The Employer commits to develop and begin implementation of break relief program(s) within ninety (90) days from the inception of said meetings.**

**The Parties agree to meet on a regular basis to review and assess these programs for a period of no more than ninety (90) days.**

## **SIDE LETTER V**

### **SPOKE SUPPORT NURSE (SSN) PILOT PROGRAM**

Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (the “Employer”) provides this Letter of Understanding (LOU) to the California Nurses Association (CNA) (the “Union”) regarding the Spoke Support Nurse (SSN) Pilot Program (the “Program”) and the provisions contained therein. It is understood by both parties the following criteria outlines both the purpose and the intent of the pilot program:

1. The purpose of this pilot program is to utilize Kaiser Permanente Registered Nurses for patient care while minimizing the need and use of Traveler Registered Nurses when covering for short and long-term leaves, unanticipated census surges and unanticipated absences.

2. This pilot program will commence in the North Valley spoke (Sacramento, South Sacramento, and Roseville Medical Centers). The Employer will post and award up to twenty (20) SSN positions in this spoke. Prior to any further increase in staffing of the North Valley spoke, and/or expansion of the SSN pilot program beyond this spoke, the Employer will meet and confer with the Association and will engage in effects bargaining as appropriate.

a. **Posting of Work Schedules:** The Employer will provide the schedule needs prior to the posting requirements as outlined in the collective bargaining agreement.

i. During each scheduling period, SSNs will be required to provide their preferred scheduled days in accordance with their weekly FTE status to fulfill the staffing requirements of the upcoming schedule and in alignment with the every other weekend and holiday work requirements as outlined in the collective bargaining agreement. SSNs will be notified of which Hospital site to report to in advance of their scheduled shift (minimally 2 hours prior).

ii. SSNs will be assigned shifts based on their seniority; any remaining gaps in the schedule will be filled by inverse seniority up to the SSNs weekly FTE status.

b. A “home” facility will be assigned to each SSN. Travel Time and Mileage reimbursement eligibility applies as outlined in the collective bargaining agreement

c. **Pp. 810- Availability for Extra Shifts:** SSNs will be considered for additional shifts immediately following “Other employees from the facility” and prior to “Employees from another Kaiser facility”.

d. The hospital spoke will be its own department for purposes of the 1 day bid and vacation bidding.

## **SIDE LETTER V**

### **SPOKE SUPPORT NURSE (SSN) PILOT PROGRAM**

**e. Positions will be posted identifying the specific hospital spoke, the “home” facility within the spoke, FTE status, and shift.**

**3. All positions shall be filled in accordance with the collective bargaining agreement from among qualified bidders; with the above posting requirement exception.**

**4. Registered Nurses who successfully bid into the Spoke will receive a 10% differential for all compensated hours. SSNs will receive hospital and/or departmental orientation at all of the clustered spoke facilities in the job posting. SSNs who hold competencies for more than one distinct nursing unit will receive float pay in accordance with the collective bargaining agreement when floated.**

**For purposes of intra-facility floating, SSNs will be considered “scheduled nurses” as outlined in pp. 527.**

**Mid-shift inter-facility floating will be done on a voluntary basis only.**

**5. This pilot program is subject to modification and/or cancellation by the Employer with at least sixty (60) days notification to the Union.**

**All conditions acknowledged in this Letter of Understanding will expire August 31, 2026.**



**SIDE LETTER W**

**FLOAT DEPARTMENT POSITIONS**

The Employer will post 300 benefitted Float Department positions in total over the life of the 2022 CBA in order to ensure Float Department size meets the needs of the medical center.

**Positions will be posted as follows:**

<b>Year One (1)</b>	<b>150</b>
<b>Year Two (2)</b>	<b>75</b>
<b>Year Three (3)</b>	<b>75</b>

The final year of the CBA the parties will meet regarding the need for additional positions. The parties will meet annually in March to review distribution of positions based on the needs of the medical center.

## SIDE LETTER X

### TRAINING PROGRAMS

This Letter of Agreement (“Agreement”) is entered into between Kaiser Foundation Hospitals and The Permanente Medical Group (“Employer”) and California Nurses Association (“Union”) to develop a sustainable nursing workforce.

Training opportunities could include the following:

- New Graduate / Residency Program
- Incumbent RN Specialty Training Program
- Acute Care Entry / Re-Entry Program

The Employer commits to training the following at minimum:

	Year One (1)	Year Two (2)	Year Three (3)	Year Four (4)
<b>New Graduate/Resident Nurses</b>	<b>Three Hundred (300)</b>	<b>Three Hundred (300)</b>	<b>Three Hundred (300)</b>	<b>Three Hundred (300)</b>
<b>Specialty Training</b>	<b>One Hundred (100)</b>	<b>One Hundred (100)</b>	<b>One Hundred (100)</b>	<b>One Hundred (100)</b>
<b>Acute Entry/Re-Entry</b>	<b>Twenty (20)</b>	<b>Twenty (20)</b>	<b>Twenty (20)</b>	<b>Twenty (20)</b>
<b>Ambulatory Care (hired or trained)</b>	<b>Fifteen (15) NP</b> <b>Twenty (20) RN</b>	<b>Fifteen (15) NP</b> <b>Twenty (20) RN</b>	<b>Ten (10) NP</b> <b>Twenty (20) RN</b>	<b>Ten (10) NP</b> <b>Twenty (20) RN</b>

#### **New Graduate / Residency Program**

These programs support:

- Pipeline development of staffing resources for Acute Care units\_
- Reducing RN vacancies
- Increasing retention of new employees

New Graduate and Residency Program(s) will consist of benefitted positions. New Graduates / Residents may have a designated training schedule for the precepted period of their program which will be finalized two weeks in advance of their start date and may shift to align with preceptor schedules. Upon completion of six (6) months of employment, New Graduates / Residents will move to the first step of SN2 or NP2 (per pp. 2312, 2314).

## **SIDE LETTER X**

### **TRAINING PROGRAMS**

The Residency Program positions will be posted Regionally. Additionally, applicants will be provided with their location, shift and FTE status at the time of placement in local medical centers. Upon completion of the precepted period of their residency, applicants will be placed into their regular positions in the facility in which their preceptorship took place.

The Residency Program has a one-year duration. During the first six (6)-months of the program, Residents will have a fixed schedule pattern which may change after the precepted period is completed. During the remainder of their program, Residents will continue to participate in the transition to practice aspects of the program.

#### **Incumbent RN Specialty Training Program**

Incumbent RN Specialty Training positions may be posted in the following areas:

- Perioperative Services
- Maternal Child Health
- Critical Care
- Emergency Department
- Oncology, Infusion Clinic

Following completion of the internal five (5) day bid process, positions may be posted for Specialty Training. These training positions will only be awarded to Staff Nurses who are not currently experienced in these specialties.

Some Specialty Training opportunities may be grouped in cohorts which could result in a delay of transfer for more than 1 month to correspond with the beginning of the training program.

If during the training period management determines that a Nurse is not successfully progressing through the training period, and concludes that additional training will not be successful, the nurse may elect to bid on another position for which they are qualified and will be duly considered within the 5-day bid, per pp 909. The six (6) month transfer bar will be waived in this scenario.

#### **Acute Care Entry / Re-Entry Programs**

##### **Acute Care Entry Program**

This program is intended to support experienced registered nurses who do not possess any previous acute care experience.

**SIDE LETTER X**  
**TRAINING PROGRAMS**

**Acute Care Re-Entry Program**

This program is intended to support nurses whose previous acute care experience falls outside the recency timeframe outlined in the SN2 job description.

Following completion of the internal five (5) day bid process, positions may be posted for the Acute Care Entry / Re-Entry Programs. These training positions will only be awarded to experienced nurses who currently do not meet the acute care experience requirements as outlined in the SN2 job description.

Acute Care Entry / Re-Entry trainees may have a designated training schedule for the precepted period of their program which will be finalized two weeks in advance of their start date and may shift to align with preceptor schedules

Some Acute Care Entry Program opportunities may be grouped in cohorts which could result in a delay of transfer for more than 1 month to correspond with the beginning of the training program.

If during the training period management determines that the Nurse is not successfully progressing through the training period, and concludes that additional training will not be successful, they may elect to bid on another position for which they are qualified and will be duly considered within the 5-day bid, per pp 909. The six (6) month transfer bar will be waived in this scenario.

This Letter of Agreement shall expire August 31, 2026.

## **SIDE LETTER Y**

### **RN AND NP CLINICAL SPECIALTY TRANSFERS**

**Within ninety (90) days of ratification the parties will bargain to establish a grid outlining which transfers result in the RN or NP retaining their clinical classification.**

## SIDE LETTER Z

### SICK LEAVE CASH OUT

**2022 ADDENDUM TO THE  
2008 LETTER OF UNDERSTANDING BETWEEN  
KAISER PERMANENTE AND CALIFORNIA NURSES ASSOCIATION  
SICK LEAVE CASH OUT**

***In accordance with the agreements and commitments made during 2022 Contract Bargaining, the parties agree to the following changes with respect to the Retirement Conversion:***

Letter of Understanding between  
Kaiser Permanente and California Nurses Association Sick Leave Cash Out  
March 5, 2008

In accordance with agreements and commitments made during 2006 Contract Bargaining, the parties agree that time off benefits that protect Nurses from loss of income if they are ill or injured promote employee well-being and security. In order to optimize the value of these benefits, and to further the goals of enhancing the quality and continuity of care provided to our patients and promoting work/life satisfaction for Nurses, the parties agree to the following provisions.

1. Accrual of Sick Leave: Each benefited nurse shall accrue sick leave on a biweekly basis as provided in Article XXVI, paragraph 2601 of the Agreement. Part-time nurses shall accrue sick leave proportionately, based on scheduled hours. On a bi-weekly basis, Part time nurses who have been compensated for more hours than they are scheduled for the previous pay period will receive additional sick leave credit in proportion to those additional hours.
2. New Sick Leave Accounts: There are two types of sick leave benefits: Annual Sick Leave, and Banked Sick Leave. Annual Sick Leave is the sick leave days credited each payroll year in accordance with Article XXVI, paragraph 2601 of the Agreement. Banked Sick Leave is previously accumulated unused sick leave to which unused Annual Sick Leave may be added at the end of each payroll year.
  - a. Banked Sick Leave will consist of a pre-2007 account (last date of the payroll year end 2006) for any unused sick leave hours accumulated prior to 2007, and a post-2006 (beginning of payroll year 2007) account for any hours rolled over at the end of 2007 and years thereafter. There is no limit in the amount that may be accumulated on Banked Sick Leave.
3. Use of Sick Leave: Annual Sick Leave will ordinarily be used when an RN or NP is sick or injured. Banked Sick Leave will be used when an RN or NP is sick or injured **after** Annual Sick Leave is exhausted. Banked Sick Leave may also be used first

## SIDE LETTER Z

### SICK LEAVE CASH OUT

for hospitalization, or for statutory leaves, such as FMLA, CESLA, or Workers Compensation. Both Accounts may be used to care for an ill family member in accordance with State law. The RN or NP must exhaust their pre-2007 Banked Sick Leave prior to the use of post-2006 Banked Sick Leave.

4. Annual Options for Unused Sick Leave: At the end of payroll year 2008, and each payroll year thereafter, nurses will have an option regarding any unused Annual Sick Leave accrued during the payroll year. The option will be to cash out sick leave hours or convert hours to banked sick leave or a combination of the two. These options will be exercised annually as follows:

1. Full Time RNs or NPs regularly scheduled to work forty (40) hours per week may cash out up to eighty (80) hours of unused Annual Sick Leave at fifty percent (50%) of value, provided they have at least eighty (80) hours in the combined Banked Sick Leave accounts.

Part Time benefited RNs or NPs regularly scheduled to work less than forty (40) hours per week may cash out unused Annual Sick Leave on a pro rated basis, and based on a pro rated number of hours to meet the above-referenced threshold.

2. RNs or NPs may choose to roll over all their unused Annual Sick Leave hours to their post-2006 Banked Sick Leave account at 100% (one hundred percent) of the hours value.
3. RNs or NPs may select either option, or a combination of the two, provided they meet the eligibility described above.
4. All unused Annual Sick Leave hours which are not converted to cash will automatically be credited to Banked Sick-Leave at 100% (one hundred percent) of hours value.
5. **Cash out payments shall be made as soon as administratively possible in the following year.**

5. Retirement Conversion: **(The following provision shall apply to all nurses who terminate and retire on and after January 1, 2023):**

Upon retirement, banked sick leave accrued prior to January 1, 2007 (i.e., last date of the payroll year end 2006) will be recognized as credited service for pension purposes. Banked sick leave accrued after December 31, 2006 (i.e., beginning of payroll year 2007), will be converted at **60%** of value to vacation and paid out and will also be recognized as credited service for pension plan calculation purposes. This provision will apply to all nurses who retire after **January 1, 2023.**

## SIDE LETTER Z

### SICK LEAVE CASH OUT

6. Pre-Retirement Termination: In the event that a nurse terminates employment with Kaiser Permanente after becoming vested in the pension plan (i.e., with five or more years of service at the time of termination), but before meeting retirement eligibility, the nurse's total Banked Sick Leave hours - regardless of when they were earned - will be recognized as Credited Service for pension plan benefit calculation purposes, provided that the nurse has at least 250 hours of Banked Sick Leave at the time of termination. There will be no cash-out option.



## **SIDE LETTER AA**

### **NURSE ACCRUALS**

**Employee vacation, sick, and education leave accrual hours and balance will be displayed on Employee payslips by the end of the 2022 calendar year. In the event that the Employer is unable to display the hours on Employee payslips by December 31, 2022, the Employer will engage the Association and provide an updated timeline. The accruals will continue to be available electronically.**

**The Employer agrees to pursue including Year To Date (YTD) hours on Employee payslips for each pay category during this contract term. The Employer will keep the Association informed of progress on a regular basis.**

**It is the intent of the Employer to have RNQL accrued hours displayed on employee payslips. Until such time, on a semi-annual basis, the Employer will provide the Association with a report of individual RNQL accrued hours for time spent in Association paid QL meetings.**

## **SIDE LETTER BB**

### **HOME HEALTH AND HOSPICE- OUTSIDE PROVIDERS**

**During the term of this Agreement, Kaiser Permanente will not subcontract existing jobs and functions currently performed by Association-represented employees at any Kaiser Permanente campus or facility within the Home Health and Hospice departments. This limitation does not apply to jobs or functions that are not currently performed by Association-represented employees.**

## **SIDE LETTER CC**

### **HOSPICE CARE LEVEL SYSTEM**

**The parties agree to meet with the goal of identifying, reviewing and discussing opportunities for staffing operational efficiencies in the delivery of hospice nursing care. Discussions will include the exploration of best practices and standards of care and the applicability and feasibility of a 24-hour Nursing Hospice Care Team model to develop a standard staffing framework.**

**Information pulled from KP electronic health records, publicly reported hospice data, and evidence-based practice for research and analysis may be utilized for these discussions. This includes, but is not limited to, identification of existing standards on admission visits, routine re-visits, re-certifications (including both complex and simple patient needs in each category), discharges, drive time, and computer documentation.**

**The parties agree to meet no later than 120 days from ratification of the new Agreement. The Employer shall select its own committee members and CNA shall appoint five (5) Hospice Care RNs. The parties agree to meet one day, bi-weekly for six (6) months within the first year following ratification of the contract. By mutual agreement the parties may agree to additional meetings if a standard staffing model is not yet completed.**

**The parties agree to conduct discussions in good faith, however, failure to reach agreement regarding them shall not be subject to the grievance or arbitration procedures.**

## **SIDE LETTER DD**

### **REVISED IDENTIFICATION BADGE IMPLEMENTATION PROCESS**

**(Refer to New Paragraph 3810- Workplace Violence Prevention)**

**Within 120 days from the date of ratification, the Employer will communicate with the Association regarding the process for collection of Nurse requests and issuance of revised identification badges that meet applicable legal and accreditation requirements.**

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