

Kaiser Foundation Health Plan

and

California Nurses Association

Settlement Summary

General

All issues raised in negotiations have been bargained in good faith and there are no outstanding issues. Any Union Proposals not contained herein should be considered rejected.

Full Contract Offer

This complete, comprehensive contract proposal represents the Employer's position on all matters. The parties acknowledge and agree that this Agreement constitutes the entire collective bargaining agreement between the Parties and fully supersedes any prior written agreements, including without limitations, National Agreements, side letter agreements, and Local Agreements, between the Employer and any and all unions representing the employees at any time or in any manner, including as well terms of any expired agreements that have been continued in effect while Parties negotiated this Agreement.

Compensation

Agreement to take effect upon the Employer's receipt of written notice of ratification ("Effective Date"), and continue in effect until July 31, 2019. This offer will remain in effect until withdrawn or October 1, 2016, whichever occurs earlier. Effective at the commencement of the pay period following the pay period in which the Effective Date occurs, employees covered under this Agreement will be transitioned to a new tenured step wage structure. Effective one year from the effective date of the transition to the tenured wage structure, employees covered by the Agreement shall receive a 2% across the board increase in base rate of pay. Effective two years from the effective date of the transition to the tenured wage structure, employees covered by the Agreement shall receive a 2% across the board increase in base rate of pay.

Benefits

*Effective 1/1/2017 copayments match the \$20.00 co-payment level, which includes \$20.00 medical office visits, \$20.00 urgent care, \$100.00 hospital inpatient care per admission, \$50.00 emergency visit, \$10.00 generic/\$15.00 brand prescription 30-day supply maximum, etc.

*Effective 1/1/2017, Retiree Health Plan coverage will be

equivalent to the Health Plan coverage for active Registered Nurses, and any changes on or after 1/1/2017 will also apply.

*Eligible RNs who terminate/retire on or after 1/1/2017, retiree group medical plan maintained with retiree cost sharing. Effective 2027, retiree group medical plan employer cost will be capped.

*On or after 1/1/2017 Retiree Medical eligibility based on Pension Service and 15 years of Service for Disability Retirement.

*Eligible RNs who terminate/retire on or after 1/1/2017 will have a limited unfunded Retiree Health Reimbursement Account in the amount of \$5,000.

*Age 65 in-service pension distribution effective 1/1/2017

*401K optimized Employer match 1/1/2017.

*ACP and PD 20% differential.

*Eliminate 1% Employer Based Performance Contribution, maintaining 1.25% Employer Match.

Duration

Agreement to take effect upon the Employer's receipt of written notice of ratification ("Effective Date"), and continue in effect until July 31, 2019. This offer will remain in effect until withdrawn or October 1, 2016, whichever occurs earlier.

FOR THE EMPLOYER

FOR THE UNION

Richard Rosas
Director, Labor Relations

Karen Chan
CNA

Date

Date

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AGREEMENT

This Agreement is entered into and effective as of this TBD day of TBD, by and between Kaiser Foundation Hospitals, hereinafter referred to as the “Employer” and California Nurses Association (CNA), hereinafter referred to as the “Association.”

PURPOSE

It is the intent and purpose of the parties to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment for employees covered by this Agreement, to collaboratively work to provide high quality, affordable service and care for patients and members, and to promote harmonious relations between the Employer and the Association.

100 ARTICLE I – RECOGNITION

101 Exclusive Collective Bargaining Agent

102 The Employer recognizes the California Nurses Association (CNA) as the exclusive bargaining agent with respect to wages, hours, and working conditions for all employees in classifications shown in this agreement and within the Kaiser Foundation Hospitals certified by the National Labor Relations Board in Case #31-RC-093617.

200 ARTICLE II – UNION SECURITY

201 Section 1 – Union Membership

It shall be a condition of employment that all employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members of the Union or tender to the Union a fee equal to the initiation fees and periodic dues that are the obligations of members.

202 Union membership, shall be defined as payment of usual and customary dues and initiation fees to the Union except that employees hired prior to March 10, 1977, and who have been historically precluded from the requirement of Union membership, will be allowed to continue such non-Union status.

203 Failure to Maintain Membership

Employees who are required hereunder to join the Union and maintain membership in the Union, or pay initiation fees and periodic dues uniformly required of members, and who fail to do so shall upon notice of such fact in writing from the Union to the Employer be discharged.

204 Section 2 – Deduction and Remittance of Union Dues and Fees

205 Dues Authorization

206 The Employer will honor written assignments of wages to the Union for the payment of Union dues and fees, uniformly required, when such assignments are authorized by a signed dues deduction form.

207 Remittance of Dues

208 The Employer will promptly remit to the Union dues and fees deducted pursuant to such assignments together with a list on hard copy and a disk or electronically (on compatible format) supporting the amount of dues remitted including sufficient detail of employee information and individual payments.

209 Employer Indemnification

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

211 Section 3 – Information

212 At the time of employment, a copy of this Agreement shall be given by the Employer to each employee. Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement, giving the names, classifications, dates of employment, and monthly rates of pay. On or before the tenth (10th) of each month subsequent to the establishment of the master list, the Employer will forward to the Union the names, classifications, dates of employment and rates of pay of new employees and the names of those employees who have resigned or who have been terminated.

213 New Employee Orientation / New Hire

(TA 11-16-15)

214 The Association and the Employer shall coordinate times for Association Representatives to meet with new bargaining unit members for thirty (30) minutes during New Employee Orientation. Such time will be scheduled within the New Employee Orientation agenda.

215 Section 4 – Bulletin Boards
(TA 10-16-15)

216 The Employer will permit posting of association communications in staff lounges and other areas where employees are currently permitted to post notices. In the event the Association requests a glass enclosed locked bulletin board in a central location of the medical center, such shall be provided for the Association's use.

217 Section 5 – Association Staff Representatives
(TA 11-16-15, through paragraph 229)

218 Association Visiting Rights

219 A duly authorized Association Staff Representative shall have access to the facility at any operational time for the purpose of observing working conditions, monitoring compliance with this Agreement or following-up on inquiries and concerns of bargaining unit employees.

220 Obligations of Association Staff Representatives

221 Association Staff Representatives will abide by patient confidentiality, infection control, and other Employer policies applicable to employees when using their access rights. As a courtesy, Association Staff Representatives shall, upon arrival at the medical center, notify the Administrator or his/her designee.

222 Association Badge

223 When entering any of the Employer's facilities, the Association Staff Representative will wear their Association badge issued by the Association.

224 Conferring With Employees

225 Association Staff Representatives may confer with an employee and/or his/her supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee, but any

such conference or representative access should not interfere with the work of the employee or the delivery of patient care.

226 Nurse Representatives

227 The Association may appoint Nurse Representatives who shall be non-probationary employees of the facility and shall notify the facility in writing of such appointments. Prior to the Employer's receipt of such Association designation, the Facility is not obligated to recognize an Association Nurse Representative under this Article.

228 The Association will be permitted to appoint a reasonable number of Nurse Representatives to handle grievances and to ascertain that the terms and conditions of the contract are observed.

229 Leaving Work Area to Conduct Association Business

Nurse Representatives will obtain permission from their immediate supervisor before leaving their work area to conduct Association business.

230 Professional Nurse Practice Committee

231 In order to develop a collaborative environment that provides a forum for both management and Registered Nurses to enhance quality patient care and constructive dialogue, the Association and the Employer shall establish a Professional Nurse Practice Committee (PNP) that shall meet every other month.

232 The objectives of the Professional Nurse Practice Committee shall be:

- To consider constructively the practice of Nursing
- To work constructively for the improvement of patient care, staffing and nursing practice
- To recommend ways and means to improve patient care
- To consider constructively the improvement of safety and health conditions

233 The Professional Nurse Practice Committee shall be comprised of duly appointed Association Stewards, the Association's Field Representatives, and an equal number of management representatives, not to exceed five (5) participants for either side.

234 During the course of such meetings, members of the Committee shall not lose pay for time spent in such meetings to a maximum of two (2) hours.

235 The PNP Committee will exclude from any discussion contract grievance issues concerning specific individual disciplinary actions or contractual issues unrelated to the committee’s stated objectives.

300 ARTICLE III – NONDISCRIMINATION
(TA 10-16-15)

301 The Employer and Union agree that there shall be no discrimination against any employee or applicant because of membership in Association or lawful activities on behalf of the Association, and the Association agrees that employees covered hereby shall be admitted to membership without discrimination.

302 Neither the Employer nor the Association shall discriminate for or against any employee or applicant for employment covered by this Agreement , nor for purpose of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, classification, or discipline on basis of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age, physical or mental disabilities, political affiliation, marital status, medical condition (as defined by applicable law) or veteran status as defined by Federal or State laws.

400 ARTICLE IV – GRIEVANCE AND ARBITRATION PROCEDURE

401 Section 1 – General Principles

402 A grievance as referred to in this Article is any dispute concerning the application or interpretation of this Agreement. 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.

403 Except for discharge grievances, each grievance must be initiated at the first step of the grievance process, in writing, within thirty (30) calendar days after the Nurse had knowledge, or should have had knowledge, of the event which caused the grievance, or the grievance shall be considered waived. Discharge grievances shall be immediately referred to Step II of this procedure within seven (7) calendar days from the date of the discharge.

404 The grievance procedure shall consist of the following steps:

405 Step I

406 A Nurse who believes a grievance exists will discuss such matter with the immediate supervisor, with or without an Association Representative present, as the Nurse may elect. In the event the dispute remains unresolved, a grievance may be submitted in writing within thirty (30) calendar days after the Nurse had knowledge, or should have had knowledge, of the event which caused the grievance. The written grievance shall state the facts, the specific violation(s) and the requested remedy.

407 After a grievance has been submitted to the immediate supervisor, the supervisor shall respond in writing to the Nurse and Association within fifteen (15) calendar days.

408 In the event the dispute remains unresolved, the Association shall then have seven (7) calendar days from the date of the Employer's Step I written response to appeal the issue to Step II.

409 Step II

410 A grievance appealed to Step II shall be referred to Human Resources in writing and such notice shall identify the grievance. For discharge grievances, the notice shall be in writing and state the facts, the specific violation(s) and the requested remedy. A meeting shall be held between the aggrieved employee(s), Human Resources Representative, Association Representative(s) and the Supervisor, or his/her designee. If the matter cannot be resolved, the Employer's representative shall have fifteen (15) calendar days from the date of the grievance meeting to respond in writing to the Association Representative.

411 In the event the dispute remains unresolved, the Association shall then have seven (7) calendar days from the date of the Employer's written Step II response to appeal the issue to Step III.

412 Step III

413 A grievance appealed to Step III shall be served within the time limits set forth above to the Director of Labor Relations or his/her designee. Such notice shall identify the grievance and include a copy of the last grievance response if provided. A meeting between the Association Field

Representative, Human Resource Representative, Manager/Supervisor, the Grievant and a Labor Relations Representative shall be held as soon as possible. If the matter cannot be resolved, the Employer's representative shall have fifteen (15) calendar days from the date of the grievance meeting to respond to the Association representative.

414 In the event the dispute remains unresolved, the Association shall then have seven (7) calendar days from the date of the Employer's written Step III response to appeal the grievance to arbitration.

415 Arbitration

416 The parties shall select an arbitrator by mutual agreement. If no agreement on an arbitrator can be reached, an arbitrator shall be selected from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike one (1) name from the above list and the last name remaining shall be the impartial arbitrator.

417 The arbitrator shall have jurisdiction and authority solely to interpret, apply or determine compliance with the terms of this Agreement, and any supplemental written agreement between the parties, and shall have no authority or jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement, or any supplemental written agreement between the parties. Any decision within the jurisdiction of the arbitrator shall be final and binding on all concerned. The expenses and services of the arbitrator shall be shared equally by the Employer and the Association, including but not limited to the cost of the arbitrator, court reporter, and transcript for the arbitrator. Each party shall be responsible for the cost of its own representatives and witnesses.

418 General Provisions of Grievance Procedure

419 Time limits for any step of this grievance procedure may be waived or extended by mutual agreement of the parties. Requests for extensions of time limits and agreements to extend time limits will be in writing and should not be unreasonably denied.

420 In the absence of such an agreement should the Employer fail to respond in writing where required within the specific time limits of this procedure, the Association may appeal the grievance to the next step of the grievance procedure. In such case, the Association will provide written notice to the Employer that it is advancing the grievance to the next step of the grievance procedure. Should the Grievant and/or the Association fail to

initiate or appeal any grievance within the specified time limits of this procedure, the grievance shall be considered waived.

421 Employees who are involved in a grievance procedure, either as a grievant or as a witness, shall not lose pay through their participation in such grievance.

500 ARTICLE V – GENERAL PROVISIONS

501 Section 1 – Conformity To Law
(TA 9-3-15)

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

503 Section 2 – Conscientious Objection
(TA 11-5-15)

504 The Employer and the Union recognize the rights of individuals to refuse to participate directly in therapeutic abortion procedures. RNs who wish to exercise those rights shall submit their written request to the Employer. The Employer shall honor such requests by making reasonable accommodations, except in an emergency situation, where the immediate nature of the patient’s needs and rights shall take precedence.

505 Section 3 – Confidentiality of Records and Protected Health Information

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

507 Access to Personnel Records
(TA 11-5-15)

508 The Nurse, or the Nurse Representative or Association Representative, if authorized in writing by the Nurse, may request a copy of the Nurses’ Personnel Records for examination in accordance with California Labor Code section 1198.5.

600 ARTICLE VI – DISCIPLINE AND DISCHARGE

601 Section 1 – General Principles

602 Just Cause

603 The Employer shall have the exclusive right to discharge or assess discipline. A nurse may only be disciplined or discharged for just cause.

604 Request for Representation

605 Supervisors shall ask Nurses if they wish the presence of an Association representative in any meeting or investigation that may result in discipline. The selection of an Association representative shall not unduly delay the proceeding. A delay shall not exceed seventy-two (72) hours.

606 Progressive Discipline

607 The Employer will utilize a system of progressive discipline unless there is a serious offense that warrants advanced disciplinary action.

608 Expiration of Discipline

609 Written disciplinary notices shall be invalid after a period of one (1) year from the date of issuance unless the Nurse engages in the same or related conduct within the referenced time period.

610 The one (1) year period will be extended by any absence.

611 Disciplinary actions can be relied upon to deny any personnel actions during the time period they are in effect.

700 ARTICLE VII – PERFORMANCE EVALUATION
(TA 10-16-15)

701 Performance evaluations are not discipline and not subject to the grievance procedure. Nurses shall be given an opportunity to read and attach written comments to performance evaluations prior to placement in the nurses personnel file. Performance evaluations are to be used as a teaching tool, provide an opportunity for feedback, recognition and identification of mutual

areas of interests based on objective and observable behaviors and activities as outlined in job descriptions.

800 ARTICLE VIII – PROBATIONARY EMPLOYEES
(TA 11-16-15)

801 Probationary Nurses

802 The probationary period for Nurses regularly scheduled for twenty (20) hours or more shall be ninety (90) calendar days.

803 For Employees Regularly Scheduled Fewer than 20 Hours

804 The probationary period for Nurses regularly scheduled for fewer than twenty (20) hours shall be three hundred (300) hours or ninety (90) calendar days, whichever occurs later.

805 Only One Probationary Period

806 In no case shall a Nurse be required to serve more than one probationary period.

807 Commencement of Probationary Period

808 The probationary period will begin upon completion of orientation on the date the newly hired RN starts on the unit.

809 Evaluation During Probationary Period

810 Probationary Nurses shall be provided with appropriate training, orientation tools and ongoing feedback.

811 Extensions of Probationary Period

812 Probationary periods may be extended by management if employee is absent for five (5) consecutive shifts or greater. Management shall notify the Association of extensions to such probationary periods.

813 Discharge During Probationary Period

814 During the probationary period, RNs may be discharged without recourse to the grievance procedure

900 ARTICLE IX – STATUS OF EMPLOYMENT

901 Full-time Registered Nurses

902 Registered Nurses employed to work forty (40) hours per week on a continuing basis shall be deemed as full-time.

903 Regular Part-time Registered Nurses

904 A regular part-time Registered Nurse is one who is hired to work twenty (20) hours or more per week but fewer than forty (40) hours per week on a predetermined basis.

905 Per Diem Registered Nurses

906 A Per Diem RN is one who is scheduled or called in as needed to fill vacancies resulting from absences or in cases where additional work is necessary. A per diem RN is not regularly scheduled for any particular number of days per week but is assigned or may sign up to work shifts consistent with those of Full Time and Part Time RNs.

907 The Per Diem commitment is minimum availability of five (5) shifts per month, with two (2) of the shifts on weekends. Scheduled per diem shifts must match employer needs at least 90% of the time. Per Diem nurses must make themselves available on two (2) of the following days: Valentine’s Day, Easter, Mother’s Day, Halloween, day after Thanksgiving, Christmas Eve, and New Year’s Eve. The Employer has no obligation to schedule or work any per diem nurse.

908 A Per Diem RN is paid at a rate of twenty percent (20%) above his/her applicable wage rate in lieu of benefits and are not eligible for paid time off provisions.

909 1. Per Diem Scheduling and Obligations:

- a) The self-scheduling process will determine which of the days the Per Diem RN is actually expected to be available.
- b) Per Diem RNs who fail to meet availability requirements or who demonstrate a pattern of canceling scheduled days shall be subject to disciplinary action in accordance with this agreement.

910 If Per Diem Registered Nurses are offered a permanent position, benefits shall be accrued from the date of status change to a regular full-time or a regular part-time status.

911 Per Diem employees, although not eligible for benefits, will be entitled to applicable overtime/premium pay and/or differentials, and maintain eligibility for pension benefit pursuant to Article XXIV, 2402.

912 When a full-time or part-time Registered Nurse transfers to a Per Diem position, he/she will be paid all accrued vacation hours at their straight time hourly rate in effect on the day prior to assuming a Per Diem position. When a full-time or part-time Registered Nurse transfers to a Per Diem position, he/she will have all their accrued sick leave frozen at the time of status transfer. Sick leave will be restored upon the Registered Nurse transferring to a full-time or part-time position.

1000 ARTICLE X – SENIORITY
(TA 10-28-15, through 1007)

1001 Definition of Seniority

1002 Accumulation of Seniority for Full-Time RNs

1003 Seniority for an RN hired as a Full-time RN shall be defined as the RN's most recent date of hire into the bargaining unit.

1004 Accumulation of Seniority for Part-Time and Per Diem RNs

1005 Seniority for Part-time and Per Diem RNs shall accumulate based on total hours worked/paid in the bargaining unit. Upon transferring to a Full-Time position, RNs who are Part-time and Per Diem will receive credit for seniority they accumulated while in that status.

1006 Leaves of Absence

1007 Seniority dates will be adjusted by unpaid leaves of absence in excess of thirty (30) days, excluding Occupational and Military leaves.

1008 Reduction In Force

1009 In the event of a reduction in force, the Employer agrees to inform the Association of such reduction in force. When this results in a layoff, this procedure shall be applied. The Association and the affected employee(s) shall be given a minimum of two (2) weeks advance notice.

1010 In any decision to reduce force, the general rule is to layoff the least senior full-time and part-time Registered Nurses in a unit on the shift that the

reduction occurs. However, there may be exceptions. Exceptions must be for compelling business necessity such as staffing considerations, patient care and operational efficiency.

- 1011 A full-time or part-time Registered Nurse whose position has been eliminated in a force reduction will be placed into any vacant position of the same shift and status or equivalent hours if part-time for which the Registered Nurse is qualified. If there is no vacancy on the same shift, a Registered Nurse may have the option to fill any vacant position on another shift and status or equivalent hours if part-time for which the Registered Nurse is qualified. If there is no vacancy as identified above, the Registered Nurse will be subject to layoff.
- 1012 Those Registered Nurses affected by layoff will be given first preference, in order of seniority for available vacancies for which they are qualified. A Registered Nurse will be limited to exercising such preference to one movement. An employee on lay off status shall have rights to rehire for one (1) year from the date the employee was placed in such status.

1100 ARTICLE XI – JOB POSTINGS AND FILLING OF VACANCIES

1101 Section 1 – Job Postings

1102 All permanent vacancies under this Agreement shall be posted electronically for seven (7) calendar days. All qualified Registered Nurses presently employed within the LAMC bargaining unit will be preferred over outside applicants.

1103 Notice to the Union

1104 The Employer shall notify the Association of open positions within the bargaining unit.

1105 Restrictions

1106 A newly hired RN who is on his/her probationary period may not bid on a position while in her/his probationary period.

1107 To avoid disruption in patient care, and to prevent unnecessary training and orientation, an RN is eligible to transfer nine (9) months after completion of their probationary period, nine (9) months after transfer into a new unit, or twelve months (12) after completion of a formal course of clinical training, except in the Specialty and Perioperative Units where an

RN is eligible to transfer eighteen months (18) after completion of a formal course of clinical training.

1108 Except in the case of a probationary RN, RNs are free to transfer within their unit without restriction.

1109 Selection

1110 Once an RN has applied for and met the requirements of the posted position including the demonstrated ability to perform the job, he/she shall be considered qualified and awarded the position.

1111 Whenever two (2) or more qualified RNs bid for the same job vacancy, they will be considered in the following order by seniority:

1. Full-time, Part-time, and Per diem RNs in the unit
2. Full-time, Part-time, and Per diem RNs in the bargaining unit
3. Outside applicants

1112 Any specific job requirements for a particular vacancy that demands special qualifications will be listed on the posting.

1113 Evaluation Periods

RNs who transfer or promote to a position within the bargaining unit shall be subject to an evaluation period of ninety (90) calendar days. RNs who transfer to positions that require completion of special courses to become qualified shall undergo a sixty (60) day evaluation period beginning after the completion of the special courses.

1114 Should the RN fail to meet the requirements of the new job during the evaluation period, the RN may return to the former job assignment, if available, or to a comparable job in the classification held prior to the transfer or promotion.

1115 Any evaluation period may be extended by management if an employee is absent for five (5) consecutive shifts or greater.

1200 ARTICLE XII – WEEKEND SCHEDULING

1201 The Employer will exercise its best efforts to recruit full-time and/or part-time Registered Nurses in order to provide every other weekend off scheduling. It is the Employer's intent not to alter any more favorable weekend schedule already in effect unless necessitated by patient care or

efficiency of operations. In the event a Registered Nurse volunteers or is required to work all or part of any second consecutive weekend and alternating consecutive weekends thereafter, the Registered Nurse shall be paid one and one-half (1 1/2) times the base rate of pay for all hours worked on the weekend. Such premium will not apply when a consecutive weekend schedule results from the request of a Registered Nurse to trade one or more weekends.

1202 Weekend shall mean both Saturday and Sunday except in the case of the Night Shift which shall mean both Friday and Saturday. Night Shift Registered Nurses who are scheduled six (6) days in one workweek and four (4) days in the subsequent workweek within the same payroll period, shall not be eligible for overtime for hours worked in excess of forty (40) unless more than eighty (80) hours are worked within said payroll period.

1300 ARTICLE XIII – HOURS OF WORK

1301 Definition of Workday and Workweek

1302 A workday shall be eight (8) hours of work. A workweek shall consist of forty (40) hours of work (except as provided in Paragraph 1202) and commences at 12:01am Sunday.

1303 Work Schedules

1304 Work schedules shall be posted four (4) weeks in advance and will be monitored on a weekly basis. Management reserves the right to alter schedules as staffing needs occur. Employees will be notified of such changes in writing as soon as possible.

1305 When an employee's regularly scheduled shift or starting time is changed, the employee shall be informed at such time as to the expected duration of that shift.

1306 In the event a Registered Nurse has agreed to work a second consecutive shift, and it is determined the Registered Nurse is not needed for the second shift, the Employer will make every reasonable effort to notify the Registered Nurse at least two (2) hours before the end of their first shift.

1307 Employee-initiated time off requests are to be submitted in writing no earlier than four (4) weeks and no later than two (2) weeks preceding schedule posting date. Only emergency requests for schedule change will be considered after the schedule has been posted.

1308 All Registered Nurses scheduled eight (8) hours will receive a thirty (30) minute unpaid lunch break.

1309 Reporting Pay

1310 Employees who are requested to report to work, or who are scheduled to work and are permitted to come to work without receiving prior notice that no work is available, shall be paid two (2) hours at their base rate of pay. Such employees may be assigned to other work for which qualified in lieu of their being released. Employees who refuse the alternate assignment shall receive no reporting pay. When the Employer is unable to utilize such employee, the employee shall be paid for two (2) hours (allowed time) at the base rate of pay. Any allowed time hours paid shall not be counted as hours worked and shall not count toward overtime, provided the employee is immediately notified of no work available upon arrival at the workplace and immediately released. As long as the Employer makes an attempt by telephone (to include leaving a voicemail message) to inform the Registered Nurse no work is available, report pay is not applicable, provided the Employer can verify that the call was made to the correct phone number and has recorded the time and date of the call.

1311 In instances where Registered Nurses volunteer for additional hours in a specific unit(s) (as specified in the voluntary additional hours sign-up procedure) and work is not available in that specific unit and the Registered Nurse elects to go home rather than float, reporting pay shall not apply. In instances where the Registered Nurse volunteers for additional hours in a specific Service (as defined in the float procedure) and work is not available in the specific Service, the Registered Nurse is therefore unable to float, report pay shall apply.

1312 The provisions of this Section shall not apply if a failure of utilities or an act of God interferes with the work being provided; or the Employer makes a reasonable effort to notify the employees by telephone not to report for work at least two (2) hours before their scheduled starting time. Messages relayed through voicemail will be considered valid notification. It shall be the responsibility of the employees to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from the notification requirements.

1313 Rest Periods
(TA 1/21/16)

1314 Each employee shall receive a fifteen (15) minute rest period for each four (4) hours worked.

1315 Call Back Operating Room, Recovery Room, Hemodialysis and Apheresis

1316 The Employer will pay a premium of two (2) times the Registered Nurse's base rate of pay, to a minimum of three (3) hours, when Registered Nurses who are not on standby are called back to the Operating Room, Recovery Room or to perform dialysis and/or apheresis treatment.

1317 Mandatory Program Attendance

1318 If attendance at a program is mandatory then such time of attendance will be considered as time worked for pay purposes.

1400 ARTICLE XIV – WORKLOAD DISTRIBUTION

1401 It is the intent of the Employer to distribute the workload equitably among employees in both single work units and departments with due regard for employee safety.

1402 When an employee is absent for any reason and if a replacement cannot be obtained in time, it is the intent of the Employer to distribute the workload equitably among the employees in the work unit so that no undue hardship may be placed on an individual worker.

1500 ARTICLE XV – OVERTIME

1501 The overtime rate of pay of one and one-half (1 1/2) times the employee's base rate of pay shall be paid for:

All hours worked in excess of eight (8) hours in a day (day is defined as the twenty-four (24) hour period beginning when the employee commences work and the twenty-four (24) hour clock remains set until the employee is not on the clock at the end of the preceding twenty-four (24) hour period).

All hours worked in excess of forty (40) hours in a workweek (workweek is defined as the seven (7) day period commencing at 12:01 a.m. Sunday).

All hours worked on the sixth (6th) consecutive day of work within a workweek, except when such schedule results from the request of the employee.

1502 Two (2) times the employee's base rate of pay shall be paid for:

All hours worked in excess of twelve (12) hours within one (1) day (day is defined as the twenty-four (24) hour period beginning when the employee commences work and the twenty-four (24) hour clock remains set until the employee is not on the clock at the end of the preceding twenty-four (24) hour period).

All hours worked on the seventh (7th) consecutive day of work within a workweek.

1503 Two and one-half (2 1/2) times the employee's base rate of pay shall be paid for:

All hours worked in excess of sixteen (16) hours within one (1) day (day is defined as the twenty-four (24) hour period beginning when the employee commences work and the twenty-four (24) hour clock remains set until the employee is not on the clock at the end of the preceding twenty-four (24) hour period).

All hours worked on designated holidays.

1504 Nonpyramiding of Overtime

1505 Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours are compensated at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, except that where two (2) or more premium provisions apply, the greater will prevail. However, Registered Nurses shall be eligible to receive sixth (6th) or seventh (7th) consecutive day premium within a workweek provided none of the preceding five (5) work days have been compensated at an overtime or premium rate.

1506 An interruption in consecutive days of work shall be defined as a lapsed period of three (3) consecutive eight (8) hour shifts (i.e., twenty-four (24) hours) or more from the time a Registered Nurse last worked until the Registered Nurse commences work again.

1507 If Registered Nurses choose to trade, exchange or give away shifts, those shifts will not be considered as time worked for overtime purposes under any circumstance for either Registered Nurse. The shifts will not be considered in determining consecutive days for premium pay purposes.

1508 Paid but unworked time will not count as time worked for overtime or premium pay purposes.

1509 Designated Holiday Hours – Overtime Calculations

1510 All hours paid on a designated holiday whether worked or unworked shall not be counted as straight time hours worked for purposes of computing weekly overtime.

1511 Inservice Education
(TA 1-6-16)

1512 The Employer may establish inservice education programs for Registered Nurses as it deems necessary. The format of these programs may consist of a combination of onsite inservices, mandatory classes, and electronic study courses and the content and length may consist of a few minutes of hands on training with the department. Registered Nurses will be provided with uninterrupted time for mandatory annual trainings and inservices requiring focused time. Inservice education programs offered by the Employer shall be at no cost to the Registered Nurses.

1600 ARTICLE XVI – EDUCATIONAL LEAVE
(TA 2-3-16)

1601 Educational Leave With Pay

1602 It is recognized that individual Registered Nurses upon occasion wish to participate in bona fide educational programs or courses. The Management of Kaiser Permanente encourages participation if attendance at the programs or courses would enhance the quality of nursing service rendered to patients.

1603 Permission for such education leave shall not be unreasonably denied. Final approval for attendance must be obtained from the Employer in advance only if time off is needed. Requests for attendance at educational programs or courses longer than one (1) week may be granted if the educational program is determined to be of sufficient value. Pre-approval will not be required on on-scheduled work time for BRN approved courses which offer continuing education units (CEUs).

1604 Requests for such leave should be submitted to the Employer at least forty-five (45) days in advance of the program to enable effective planning and scheduling if the Registered Nurse will be absent.

Educational leave must be approved by local management and may be taken in full days or in hourly increments. 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. A RN must furnish evidence of attendance to the Employer following completion of the course/program.

1605 Educational leave may be granted for attendance at educational programs/courses offering CEUs conducted on a day off, including weekend days off. If the Registered Nurse is scheduled to work, the Registered Nurse may be required to arrange for his/her replacement.

1606 Home Study

1607 Paid Educational Leave will be applicable to home study. For each contact hour of continuing education payment will be for one (1) hour of education leave.

1608 Payment

1609 Pay for Educational Leave shall be at straight time, and shall not be counted for purposes of overtime and/or consecutive day premium.

1610 Educational Leave Schedule

1611 Full-time Registered Nurse: Five (5) workdays per year upon the completion of one (1) full year of service.

1612 Part-time Registered Nurse: A prorated amount less than five (5) workdays upon completion of one (1) full year of service. The prorated amount will be based upon scheduled hours.

1613 Upon completion of one (1) year of service, the first allotment of Educational Leave will be provided on the RNs anniversary date; thereafter the Educational Leave days will be allotted on January 1 of each calendar year. A RN will not be provided with Educational Leave allotments while on an unpaid leave of absence.

1614 Accumulation

1615 Education leave shall be cumulative from year to year, to a maximum of ten (10) days. Nurses shall make their best efforts to utilize education leave in the year accrued.

1616 Tuition Reimbursement

1617 Nurses regularly scheduled 20 hours or more may be reimbursed up to two thousand three hundred dollars (\$2300.00) per calendar year for tuition and for courses, certificate programs, workshops, seminars, and professional conferences that are clinically relevant to the RN's area of clinical specialty and will enhance the knowledge base and skills in providing expert patient care. Of the overall total reimbursement, nurses may submit up to five hundred dollars (\$500.00) for education related travel and lodging expenses.

1700 ARTICLE XVII – BEREAVEMENT LEAVE
(TA 10-9-15)

1701 Eligible Employees Defined

1702 Beginning the first day of the month after date of hire, a health and welfare benefit-eligible Registered Nurse is eligible for Bereavement Leave, unless the bereavement leave has been waived by participation in the Alternate Compensation Program.

1703 Provisions

1704 An eligible Registered Nurse shall be granted up to three (3) days paid Bereavement Leave upon the death of a spouse/domestic partner, or upon the death of a Registered Nurse's immediate family member, or a Registered Nurse's spouse's/domestic partner's immediate family members, which are defined as:

- Parent/Step Parent; Parent-In-Law/Step Parent In-Law; In loco Parentis Parent
- Daughter/Step Daughter; Daughter-In-Law/Step Daughter-In-Law
- Son/Step Son; Son-In-Law/Step Son-In-Law
- Legal Ward Child; Foster Child; Adopted Child; In loco Parentis Child, Legal Guardian
- Sister/Step Sister; Sister In-Law/Step Sister-In-Law
- Brother/Step Brother; Brother-In-Law/Step Brother-In-Law
- Grandparent/Step; Grandparent
- Grandchildren/Step Grandchildren
- Relative living in same household

1705 Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

1706 An eligible Registered Nurse shall be paid Bereavement Leave for regularly scheduled days and hours.

1707 Travel Provisions

1708 An eligible Registered Nurse will be granted an additional two (2) days of paid time when traveling three hundred (300) miles or more one way from the Registered Nurse's residence to attend funeral or memorial services.

1800 ARTICLE XVIII – JURY DUTY
(TA 12-10-15)

1801 A Registered Nurse required to report for jury services or subpoenaed to appear as a witness in a judicial procedure arising out of his/her employment will be excused from such days and shall receive on days he/she otherwise would have worked his/her regular pay. The Registered Nurse must provide verification of having been directed to report in connection with jury service or subpoena.

1802 On any day of jury service in which a Registered Nurse is excused entirely or in sufficient time to permit the Registered Nurse to return to work a minimum of one-half (1/2) his/her scheduled workday, he/she may be required to do so.

1803 A Registered Nurse shall receive paid leave for jury duty for duration of such service.

1804 There will be no offset to the Registered Nurse's pay nor collection of jury pay provided by the courts.

1805 Full time and part time Registered Nurses will be paid for jury duty based on their regularly scheduled work hours for the week (i.e keep whole). Nurses will be paid for 8, 10, or 12 hour in accordance with their regularly scheduled shift.

1900 ARTICLE XIX – PERSONAL TIME OFF
(TA 4/5/16)

1901 Subsequent to completion of successful probation, a registered Nurse may request Personal Time Off (PTO) without pay for short periods of time not to exceed five (5) workdays for each occurrence. PTO has no service requirement; however, in determining whether such requests shall be granted, the Employer shall consider the effect the granting of the request will have upon operation of the facility.

2000 ARTICLE XX – LEAVES OF ABSENCE

2001 Eligibility

2002 Leave of Absence without pay may be granted to a Registered Nurse, regardless of scheduled hours, who has at least six (6) months of service. However, in the case of disabilities related to pregnancy, occupational injury/illness or military service, the six (6) month eligibility requirement is waived. A Registered Nurse's request for a leave of absence must be submitted in advance, if foreseeable, or as soon as practicable. The request may be verbal or in writing. Any verbal requests must be followed by a written request. Any necessary documentation must also be provided to the Employer upon request. A Registered Nurse must provide at least two weeks' notice of intent to return from a leave of absence.

2003 No provision of this Article shall be deemed a waiver of any right or privilege to which a Registered Nurse is entitled under Federal, State, or local law or regulation.

2004 Personal Leave of Absence

2005 A Personal Leave of Absence, without pay, up to thirty (30) calendar days, may be granted at the discretion of the Employer. An extension of an additional thirty (30) calendar days may be granted at the discretion of the Employer. Under no circumstances will a Personal Leave of Absence be granted beyond sixty (60) calendar days.

2006 A Personal Leave of Absence for situations covered by FMLA/CFRA will not be considered until the maximum duration of FMLA/CFRA has been exhausted.

2007 Benefits Continuation While on a Personal Leave of Absence

2008 Health Plan, Dental Plan and Basic Life Insurance coverages of \$6,000 or \$1,000, as applicable, will continue at Employer expense, up to thirty (30) days, provided three (3) calendar months elapse between incidents of application. Coverage not fully paid by the Employer or beyond the thirty (30) days may be continued at the Registered Nurse's expense. A Registered Nurse who waived health and welfare coverage shall continue participation in the same manner during the Personal Leave. A Registered Nurse who is participating in the ACP shall not have benefits coverage during the Personal Leave. Survivor Assistance Benefits will continue up to the maximum period of a Personal Leave.

- 2009 Vacation accruals will continue for one month. Flexible Personal Days and Annual Sick Leave allotments will be pro-rated upon the Registered Nurse's return from leave.
- 2010 There will be no adjustments made to the Registered Nurse's Leave Accrual Date for leaves of sixty (60) days or less.
- 2011 Federal Family and Medical Leave Act/California Family Rights Act/Pregnancy Disability (FMLA/CFRA Leave)
- 2012 The Employer will comply with the provisions of the California Family Rights Act (CFRA) and with the provisions of the Federal Family and Medical Leave Act (FMLA) and in accordance with the California Fair Employment and Housing Act (FEHA) and the Pregnancy Disability Leave Regulations (PDL). Any alleged violations of this Paragraph must be pursued under the procedures provided by the relevant statute.
- 2013 In determining the maximum duration for FMLA/CFRA and other leaves taken for FMLA/CFRA purposes, the two types of leaves will run concurrently, except that leaves taken for a purpose not covered by the CFRA will not exhaust the Registered Nurse's entitlement to additional leave pursuant to the CFRA. A Personal Leave of Absence for situations covered by FMLA/CFRA Leave will not be considered until the maximum duration of the FMLA/CFRA Leave has been exhausted.
- 2014 Benefits Continuation While on Family and Medical Leave/Pregnancy Disability (FMLA/CFRA Leave)
- 2015 Health Plan, Dental Plan and Basic Life Insurance coverages of \$6,000 or \$1,000, as applicable, will continue at Employer expense, during FMLA/CFRA leave. Coverage not fully paid by the Employer may be continued at the Registered Nurse's expense. A Registered Nurse who waived health and welfare coverage shall continue participation in the same manner during the FMLA/CFRA leave. A Registered Nurse who is participating in the ACP shall not have benefits coverage during the FMLA/CFRA leave. Survivor Assistance Benefits will continue up to the maximum period of FMLA/CFRA leave.
- 2016 Vacation accruals will continue for one month following the unpaid portion of the FMLA/CFRA leave. Flexible Personal Days and Annual Sick Leave allotments will be pro-rated upon the Registered Nurse's return from leave. If the unpaid portion of the FMLA/CFRA leave is longer than 60 days, the

Registered Nurse's Leave Accrual Date will be adjusted beginning with the 31st day of the unpaid leave.

2017 Medical Leave of Absence

- 2018 A Medical Leave of Absence without pay for a Registered Nurse's non-work-related injury or illness, including conditions related to pregnancy, shall be granted for the period of disability, provided that a physician's certification is submitted setting forth the anticipated length of such disability. A Medical Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.
- 2019 A Medical Leave of Absence shall be granted for as short as thirty (30) calendar days not to exceed four (4) months for a Registered Nurse with less than three (3) years of service with the approval of local administration. A Medical Leave of Absence shall be extended, not to exceed one (1) year for a Registered Nurse with three (3) or more years of service. For a Registered Nurse with fifteen (15) or more years of service, the Medical Leave of Absence shall be extended to a period of eighteen (18) months.
- 2020 If the Registered Nurse is also eligible for FMLA/CFRA Leave, the FMLA/CFRA Leave and the Medical Leave will run concurrently in determining the maximum Medical Leave of Absence.
- 2021 A subsequent period of disability which commences prior to three (3) months after return from an approved Medical Leave will be deemed one continuous Medical Leave of Absence, subject to the maximum limit.
- 2022 A Medical Leave of Absence shall commence after the exhaustion of Sick Leave hours, and if elected, immediately-converted Vacation and/or immediately-elected Flexible Personal Days (FPD) hours.
- 2023 A request to immediately elect to use all or a portion of accrued and unused Vacation or FPD must be made fourteen (14) days prior to exhaustion of Sick Leave. Vacation or FPD hours will be credited in forty (40) hour increments.
- 2024 For pregnancy-related disabilities, a Medical Leave of Absence may commence prior to the exhaustion of Sick Leave if Sick Leave usage is waived.

- 2025 If the Registered Nurse is unable to return to work by the date specified by the physician, he/she will be required to furnish another certification setting forth the new anticipated return date.
- 2026 A Registered Nurse who exhausts the allowed maximum period for a Medical Leave of Absence and has not returned to work will be terminated unless an extension is required as a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA), or is otherwise required by law.
- 2027 A Medical Leave of Absence will expire in less than the maximum period once the Registered Nurse is released to return to work by his or her physician and can perform his or her pre-disability job with or without reasonable accommodation.
- 2028 A Registered Nurse on a Medical Leave of Absence has no greater right to reinstatement or to other benefits and conditions of employment than if the Registered Nurse had been continuously employed during the leave period.
- 2029 Return from a Medical Leave of Absence
- 2030 A Registered Nurse shall give as much notice as possible of his/her intent to return from an authorized leave of absence. Prior notice of two (2) weeks may be required of the Registered Nurse by his/her immediate supervisor as a condition of reinstatement to a position. However, when conditions permit, the Employer will attempt to reinstate a Registered Nurse returning from a leave of absence earlier than two (2) weeks. Such Registered Nurse shall be reinstated to his/her former or like position in which he or she was employed prior to the leave of absence, but, if conditions have so changed that it is not reasonable to reinstate the Registered Nurse to his/her former or like position, the Employer will reinstate the Registered Nurse to a position that is as nearly comparable to his/her original position with respect to hours, wages, benefits, etc., as is reasonable under the circumstances and will give such Registered Nurse preferential consideration for reinstatement into a like position, when comparable vacancies occur.
- 2031 Benefits Continuation While on a Medical Leave of Absence
- 2032 Health Plan, Dental Plan and Basic Life Insurance coverages of \$6,000 or \$1,000, as applicable, will continue at Employer expense, during a Medical Leave. Coverage not fully paid by the Employer may be continued at the Registered Nurse's expense. A Registered Nurse who waived health and

welfare coverage shall continue participation in the same manner during the Medical Leave. A Registered Nurse who is participating in the ACP shall not have benefits coverage during the Medical Leave. Survivor Assistance Benefits will continue up to one year of a Medical Leave.

2033 Vacation accruals will continue for one month. Flexible Personal Days and Annual Sick Leave allotments will be pro-rated upon the Registered Nurse's return from leave. If the Medical Leave is longer than 60 days, the Registered Nurse's Leave Accrual Date will be adjusted from the first of day leave, in its entirety.

2034 Occupational Leave of Absence

2035 Commencing on the first day of employment, for those absences covered by Workers' Compensation, a Registered Nurse will be eligible for an Occupational Leave of Absence. Such leave shall be continuous, provided the Registered Nurse furnishes a physician's certification, until the Registered Nurse is released by the attending physician(s) up to a maximum of two (2) years.

2036 An Occupational Leave of Absence taken for FMLA/CFRA reasons will run concurrently with FMLA/CFRA leave.

2037 Occupational Leave of Absence shall commence after the exhaustion of Sick Leave hours, and if elected, immediately-converted Vacation and/or immediately-elected FPD hours.

2038 A request to immediately elect to use all or a portion of accrued and unused Vacation or FPD must be made fourteen (14) days prior to exhaustion of Sick Leave. Vacation or FPD hours will be credited in forty (40) hour increments.

2039 An Occupational Leave of Absence may also commence prior to exhaustion of Sick Leave hours if the Registered Nurse elects not to use Sick Leave hours or waives pay integration.

2040 The Occupational Leave of Absence will expire in less than two (2) years if the Registered Nurse is no longer disabled and can perform his or her pre-disability job or a comparable job, within the meaning of the California Workers' Compensation Act, with or without a reasonable accommodation. If there is uncontroverted medical evidence that a Registered Nurse is permanently disabled and cannot perform his or her pre-disability job or a comparable job with or without reasonable accommodation, the Occupational Leave of Absence will expire after

exhaustion of the interactive process job search (generally ninety (90) days).

- 2041 The Employer will place a Registered Nurse who has been released to return to work from an Occupational Leave of Absence without medical restrictions in his/her former or comparable position at his/her regular rate of pay as soon as reasonable, not to exceed seven (7) days from the Employer's receipt of the release notice. The Employer will furnish all applicable Workers' Compensation benefits until the Registered Nurse actively returns to work.
- 2042 The Employer will place a Registered Nurse who has been released to return to work from an Occupational Leave of Absence on a temporarily restricted basis in his/her usual job classification, at his/her regular rate of pay, provided the Registered Nurse can perform the essential functions of the job, with or without reasonable accommodation. In situations where a Registered Nurse is released to return to work on a temporarily restricted basis, but is unable to return to his or her usual job classification because of the medical restrictions, the Registered Nurse will be temporarily assigned elsewhere in the department or facility, at the Employer's discretion, and may perform tasks not related to his or her usual job, at his or her regular rate of pay. Any such temporarily modified duty assignment will not exceed ninety (90) days.
- 2043 The Employer will place a Registered Nurse who has been released to return to work from an Occupational Leave of Absence on a permanently restricted basis in his or her usual job classification, at his or her regular rate of pay, provided the Registered Nurse is capable of performing the essential functions of the job, with or without reasonable accommodation. If the Registered Nurse is unable to perform that job, the Employer will engage in an interactive process with the Registered Nurse during which the Registered Nurse has the opportunity to bid on any job vacancy that he or she is qualified to perform, and is able to perform with or without reasonable accommodation. The Occupational Leave of Absence will expire at the end of the interactive job search process: either upon the Registered Nurse's successful bid on a job vacancy, or, upon determination that no job can be found (generally at the end of ninety (90) days). An Occupational Leave of Absence shall be extended throughout any period of temporary disability.
- 2044 Upon release by the treating physician(s) for an Occupational Leave of Absence, the Employer may request that a Registered Nurse provide a return-to-work authorization containing the name of the physician, physician's signature, clarification of any functional limitations, and date

released to return to work, in sufficient time to allow the Employer to make an appropriate determination of the jobs the Registered Nurse can perform, and the need for reasonable accommodation, if any.

2045 Benefits Continuation While on an Occupational Leave of Absence

2046 Health Plan, Dental Plan and Basic Life Insurance coverages of \$6,000 or \$1,000, as applicable, will continue at Employer expense, during an Occupational Leave. Coverage not fully paid by the Employer may be continued at the Registered Nurse's expense. A Registered Nurse who waived health and welfare coverage shall continue participation in the same manner during the Occupational Leave. A Registered Nurse who is participating in the ACP shall not have benefits coverage during the Occupational Leave. Survivor Assistance Benefits will continue up to one year of an Occupational Leave.

2047 Vacation accruals will continue for one month. Flexible Personal Days and Annual Sick Leave allotments will be pro-rated upon the Registered Nurse's return from leave. There will be no adjustments to the Registered Nurse's Leave Accrual Date during an Occupational Leave.

2048 Military Leave of Absence

2049 A Registered Nurse will be afforded the opportunity to take a Military Leave of Absence in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended and other applicable statutes. Any alleged violation of this paragraph must be pursued under the provisions of the relevant statute.

2050 The Employer agrees that a Registered Nurse on extended military duty will have his/her Vacation, FPD, Sick Leave and other benefits restored upon reinstatement, in accordance with the applicable statutes.

2051 In those cases where a Registered Nurse is in a reserve status and serves an annual two week commitment, the Registered Nurse may request and use accrued Vacation for the two-week Military Leave of Absence.

2052 Prior to granting of Military Leave or Vacation, Employer shall require a Registered Nurse to submit a copy of the appropriate military orders.

2053 Benefits Continuation While on a Military Leave of Absence

2054 For Military Leaves beyond 30 days, Health Plan, Dental Plan and Basic Life Insurance coverages of \$6,000 or \$1,000, as applicable, will continue

at Employer expense for up to 90 days, following the commencement of the unpaid leave. A Registered Nurse who waived health and welfare coverage shall continue participation in the same manner during the Military Leave. A Registered Nurse who is participating in the ACP shall not have benefits coverage during the Military Leave. Survivor Assistance Benefits will continue up to one year of a Military Leave.

2055 Vacation accruals will continue for 30 days. Flexible Personal Days and Annual Sick Leave allotments will be pro-rated upon the Registered Nurse's return from leave. There will be no adjustments to the Registered Nurse's Leave Accrual Date during a Military Leave.

2100 ARTICLE XXI – WORK/LIFE BALANCE TIME OFF PROGRAM

2101 A Registered Nurse that is regularly scheduled to work will be provided with the Work/Life Balance Time Off Program (WLB). The WLB consists of the following four (4) components:

- Designated Holidays
- Vacation
- Sick Leave Accounts
- Flexible Personal Days (FPD)

2102 Section 1 – Designated Holidays

2103 The following shall be observed as paid designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2104 All designated holidays will be observed on the actual calendar day, and all conditions and benefits applying to such holiday will be in effect on the day only. However, in the event the Employer closes any of its facilities/ departments on the Friday preceding a Saturday designated holiday or on a Monday will be designated as unworked holiday for those employees who do not work either the actual holiday or the designated holiday.

2105 In addition, a Registered Nurse may request and be granted without pay one (1) religious holiday of their choice each year provided the nursing unit is able to schedule such absence without adversely affecting patient care. The Registered Nurse shall make a request for such holiday in accordance with Paragraph 1307 of the Agreement and the Employer will make reasonable effort to grant such requests.

2106 Section 2 – Eligibility

- 2107 A Registered Nurse shall be entitled to a paid holiday allowance for any of the above mentioned holidays not worked, provided the Registered Nurse has worked more than twenty (20) days from date of hire, has earnings in the payroll period in which the holiday falls and has worked both the last scheduled shift prior to and next scheduled shift following such holiday.
- 2108 The Employer will post a sign-up list before holidays so that a Registered Nurse may express his/her preference to work or not work on a given holiday. The granting of such shall be based on seniority. The granting of requests for the holiday off shall be based upon staffing considerations and efficiency of operations with preference given to the requests of the most senior nurses requesting the holiday off. The posting will go up four (4) to six (6) weeks prior to the schedule posting date. A Registered Nurse who requests to be scheduled off the Christmas or New Year's holiday shall be guaranteed to be scheduled off one (1) of those holidays.
- 2109 Weekend rotation may be altered as a result of granting the Christmas or New Year's holiday falling on a Friday, Saturday, Sunday or Monday. In this case, consecutive weekend premiums would be waived.
- 2110 Section 3 – Designated Holiday Pay
- 2111 A full-time Registered Nurse shall receive an unworked holiday allowance at straight time hourly earnings times eight (8).
- 2112 A part-time Registered Nurse shall receive holiday benefits based on the number of straight time hours worked in the preceding pay period immediately preceding the holiday. The number of hours of holiday pay received shall equal ten percent (10%) of the straight time hours worked in that pay period.
- 2113 Holiday pay shall not be considered as time worked for purposes of computing overtime.
- 2114 Section 4 – Designated Holiday Worked
- 2115 Authorized time worked by a Registered Nurse on any of the holidays specified above shall be paid at two and one-half (2 1/2) times his/her regular rate of pay plus any shift differential.
- 2116 Section 5 – Designated Holidays Falling During A Registered Nurse's Day Off

2117 If a Registered Nurse’s day off falls on a holiday, he/she shall receive an additional day off with full pay within thirty (30) days preceding or following such holiday. In such an event, the substituted day off shall be treated as a recognized holiday for purposes of computing overtime. As an option, the Registered Nurse may elect to receive pay in lieu of a substitute day off. Such pay shall not count as time worked for the purposes of overtime.

2118 Section 6 – Designated Holidays Falling During Vacation

2119 If a holiday falls during an authorized Vacation period, the Registered Nurse shall be granted an additional day of Vacation with pay.

2120 Section 7 – Alternate Day Off

2121 A Registered Nurse who desires an alternate day off must submit his/her request, in writing, to the staffing office.

2122 Section 8 – Leave Accrual Date

2123 The Leave Accrual Date shall be used to determine “Years of Service” for Vacation. The Leave Accrual Date is the most recent date of hire, adjusted for breaks-in-service in accordance with the Rehire Policy and guidelines.

2124 The Leave Accrual Date is also adjusted for an unpaid leave of absence that exceeds 60 days, excluding an Occupational Illness or Injury Leave of Absence, or a Military Leave. A leave of absence of 61 days or more will be deducted in its entirety from the Leave Accrual Date, except for FMLA/CFRA Leave. FMLA/CFRA Leave of sixty-one (61) days or more will be adjusted beginning with the 31st day of the unpaid leave.

2125 Section 9 – Vacation Accrual Schedule

2126 A full-time Registered Nurse shall accrue Vacation hours on a monthly basis in accordance with the following schedule:

	<u>Hours per</u>	<u>Days per</u>	<u>Days per</u>
<u>Years of Service</u>	<u>Month</u>	<u>Month</u>	<u>Year</u>

0-4 Years	6.66	0.83	10
5-8 Years	10.00	1.25	15
9-10 Years	13.33	1.66	20
11 Years or More	16.66	2.08	25

2127 Section 10 – Vacation and Sick Leave Pay for a Part-time Registered Nurse

2128 A part-time Registered Nurse shall receive Vacation and Sick Leave pay for time taken off on a scheduled day based on his/her normally scheduled hours that day. Weeks scheduled off will be paid based on the Registered Nurse’s regularly scheduled hours, regardless of the number of hours worked.

2129 A part-time Registered Nurse shall accrue Vacation hours prorated based on an average of straight time hours paid (maximum of eighty (80) per pay period) in the preceding two (2) pay periods.

2130 Section 11 – Use of Vacation

2131 Vacation can be used for vacation or personal/family reasons. A Registered Nurse must provide prior notice in accordance with departmental policy in order to take Vacation. Vacation taken for family leave purposes will run concurrent with Family Leave.

2132 Section 12 – Vacation Pay

2133 A Registered Nurse shall not receive his/her shift differential with Vacation pay. Vacation will be paid at the base hourly wage rate the Registered Nurse is receiving on the date time off is taken.

2134 Vacation shall not be considered as time worked for the purposes of calculating overtime.

2135 Section 13 – Vacation Accumulation

2136 A Registered Nurse may accumulate up to a maximum of four hundred (400) vacation hours in his/her account. Therefore a Registered Nurse should closely monitor his/her account before reaching the maximum. The maximum number of vacation hours an eligible Registered Nurse may accumulate is equal to twice a Registered Nurse’s annual accrual. No Registered Nurse can accrue vacation hours over the maximum.

2137 Section 14 – Vacation at Termination or Retirement

2138 A Registered Nurse who terminates employment or retires will receive payment for all accrued and unused Vacation at the base hourly wage rate the Registered Nurse is receiving on that date.

2139 Section 15 – In-Service Cash Out Program

2140 An eligible Registered Nurse may elect to cash out a portion of his/her Vacation during the annual election period in accordance with the existing Employer's guidelines.

2141 Section 16 – Scheduling Vacation

2142 VACATION SCHEDULING
(TA 12-4-15)

2143 A full-time and part-time Registered Nurse will select and schedule vacation in accordance with the following procedure. It is understood that should the parties endeavor in any given year to commence the vacation scheduling process earlier than what is contained herein, the parties upon mutual agreement are free to do so.

1. Vacation requests will be awarded in order of seniority or lottery number. Seniority will prevail for vacation in odd numbered years. Lottery numbers will prevail in vacation selection in even numbered years.
2. Vacation will be selected and scheduled by service, unit and shift, in accordance with seniority/lottery number.
3. Seniority for vacation selection and scheduling will be defined as follows:
 - a. Bargaining Unit.
 - b. If two (2) or more individuals have the same bargaining unit seniority date, then the continuous service date will determine vacation selection.
 - c. If two (2) or more individuals have the same bargaining unit seniority and continuous service date, then the individuals will select vacation in alphabetical order.
4. Lottery numbers for vacation selections and scheduling will be determined by drawings for each service, unit and shift. Employees

shall draw a number at random each designated lottery year. Drawings will be conducted jointly by the Employer and a Nurse Representative.

5. During the month of December, Vacation Planning Schedules, for the purpose of vacation selection, will be prepared listing Registered Nurses in descending order of seniority. In addition, the Vacation Planning Schedule will indicate a reasonable number of persons allowed to take vacation concurrently. In lottery years, the lottery number will be added to this list. Registered Nurses shall be solicited by no later than the month of February for their preferences for vacation. Registered Nurses who have not been granted their request should select available time on the vacation schedule during April and May. The schedule will run for one (1) calendar year from April 1st to March 31st. For employees choosing to split their vacation into three (3) or more increments, including seniority and lottery years, seniority and lottery number will apply only to the first and second choice.
6. During the month of February, Registered Nurses may select vacation in seniority/lottery number order as listed on the Vacation Planning Schedule. The Schedule will be completed and posted on or about March 1st to allow for staff planning.
7. Registered Nurses may schedule vacation to a maximum of their anticipated accrual at the time of vacation.
8. Registered Nurses may elect not to select vacation during the vacation scheduling period and may make unscheduled vacation requests at any time. However, unscheduled vacation will be restricted to open dates not previously filled by scheduled vacation or approved leaves of absence. Registered Nurses will be required to submit unscheduled vacation requests at least four (4) weeks in advance; and, such request shall be granted on the basis of date of earliest submission.
9. Registered Nurses may request vacation schedule changes at any time. However, vacation schedule changes will be restricted to open dates not previously filled by scheduled vacation or approved leaves of absence. In addition, Registered Nurses will be required to submit vacation schedule changes at least four (4) weeks in advance; and, such changes shall be granted on the basis of date of earliest submission.

10. Registered Nurses transferring from one service, unit or shift to another service, unit or shift will be required to select vacation in accordance with the Vacation Planning Schedule in effect for the new service, unit and shift. Further, the Registered Nurse will be restricted to open dates not previously filled by scheduled vacation or approved leaves of absence.
11. Registered Nurses wanting to cancel scheduled vacation time off or approved leaves of absence must give notice in writing no later than four (4) weeks prior to the start of vacation or leave.
12. After March 1st of each year, Registered Nurses may request non-emergency personal leaves of absence, for the vacation calendar year, in accordance with the provisions of Article XX - Leaves of Absence, Paragraph 2004 - Personal Leave. However, requests for non-emergency personal leaves of absence will be considered only for open dates not previously filled by scheduled vacation or approved leaves of absence. In addition, a Registered Nurse will be required to submit requests for such leaves at least four (4) weeks in advance; and, such request shall be granted on the basis of date of earliest submission.
13. Registered Nurses may submit requests for emergency vacation at any time and the Employer will make a reasonable effort to grant such requests subject to the Employer's ability to maintain efficiency of operations. Requests for emergency vacation shall be submitted in writing, if possible. The Employer may require verification of the emergency.

2144 Insofar as practicable, vacation shall be granted at the time desired by the Registered Nurse. However, when efficient operation of the facility does not permit granting the vacation request, the Employer retains the final right to schedule vacation.

2145 Section 17 – Sick Leave

2146 Sick Leave Accounts

2147 A Registered Nurse is provided with two Sick Leave Accounts: Annual Sick Leave (ASL), which is an annual allotment of sick leave hours and Banked Sick Leave (BSL), which consists of Pre-2006 Banked Sick Leave (if applicable) and Post-2005 Banked Sick Leave.

- 2148 A Registered Nurse is provided an annual allotment of 120 hours or 15 days at the beginning of the payroll calendar year. A part-time Registered Nurse is provided a pro-rated allotment of hours based on his/her scheduled hours; adjustments, based on actual hours worked, are made every pay period. A Registered Nurse may also be provided with Pre and Post Banked Sick Leave accounts. If applicable, any unused hours as of December 18, 2005, are placed in the Pre-2006 Banked Sick Leave. Hours rolled over from his/her ASL account at the end of 2006 and thereafter, are placed in the Post-2005 Banked Sick Leave for purposes of establishing a Health Reimbursement Account (HRA) in retirement. Post-2005 Banked Sick Leave accumulation is unlimited.
- 2149 A Registered Nurse is entitled to use his/her ASL with pay immediately for illness or injury. Physician's certification may be required whenever it appears to be justified. A Registered Nurse may use his/her BSL hours for illness or injury, upon exhaustion of his/her ASL hours. A Registered Nurse may also use his/her BSL hours immediately for hospitalization, or for statutory leaves, without exhausting his/her ASL hours. A Registered Nurse must use his/her Pre-2006 BSL hours before using his/her Post-2005 BSL hours.
- 2150 Sick Leave pay shall not include a Registered Nurse's regular shift differential.
- 2151 There is an Annual Sick Leave Cash-Out election period where an eligible Registered Nurse may elect to cash out a portion of unused ASL hours at 50% of value, roll them over to the Post-2005 BSL account, or choose a combination of both options, provided the Registered Nurse has at least 80 hours (pro-rated for a part-time Registered Nurse) in the combined Banked Sick Leave accounts. If a Registered Nurse does not make an election, all unused ASL hours are rolled over into the Post-2005 BSL account.
- 2152 Upon retirement or termination for any reason, a Registered Nurse will not be paid for any remaining unused sick leave hours.
- 2153 Pre-2006 Banked Sick Leave Conversion to Credited Service
- 2154 A Registered Nurse who has a pre-2006 Banked Sick Leave balance of two hundred and fifty (250) hours or more and is vested in the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP), when he/she terminates employment, all unused hours in his/her pre-2006 BSL balance will be converted to Credited Service for KPSCEPP calculation purposes. If the Registered Nurse meets the KPSCEPP

requirements for eligibility under the Early, Normal, Postponed or Disability Retirement provisions, his/her pre-2006 BSL hours will be counted as Credited Service, even if there is a pre-BSL balance of fewer than 250 hours.

2155 Post-2005 Banked Sick Leave Conversion to Banked Sick Leave Health Reimbursement Account

2156 A Registered Nurse who separates from employment with eligibility for post-retirement medical benefits (meets age and years of service requirements) will be eligible to have post-2005 Banked Sick Leave converted to a Banked Sick Leave Health Reimbursement Account (BSL-HRA). Eighty percent (80%) of the post-2005 BSL hours that remain unused at termination will be credited to an unfunded BSL-HRA established for retirement, at the Registered Nurse's base wage at termination, provided the Registered Nurse's post-2005 BSL has enough hours so that sick leave conversion value at termination is at least one hundred dollars (\$100). The terms of the BSL-HRA are governed by the HRA Plan Document.

2157 BSL – HRA Rules of Application

2158 The following rules shall apply to reimbursements from the BSL-HRA:

2159 A former employee or retiree may access the BSL-HRA for reimbursement of out-of-pocket medical, dental, vision and hearing care expenses that qualify as federal income tax deductions under Section 213 of the Internal Revenue Code, or for premiums paid to a Kaiser Permanente medical plan. If the former employee resides in an area where no Kaiser Permanente medical plan is offered, he/she may submit premiums for a non-KP medical plan to the HRA for reimbursement, subject to additional documentation requirements.

2160 In the event of a retiree's death, any balance in the BSL-HRA will be available for the benefit of the retiree's surviving spouse or domestic partner who is an eligible dependent as defined the Internal Revenue Code. The surviving spouse or domestic partner may access the BSL-HRA for reimbursement of eligible medical expenses, subject to the same BSL-HRA Rules. Any balance in the BSL-HRA will remain available until remarriage, entering a new domestic partnership or death.

2161 The terms of the BSL-HRA are governed by the HRA Plan Document.

2162 Section 18 – Sick Leave and Overtime

- 2163 Paid Sick Leave shall not be considered as time worked for overtime purposes.
- 2164 Certification of absences relating to sick leave may be required whenever it appears to be justified.
- 2165 Section 19 Integration with State Disability Insurance/Workers' Compensation or Family Temporary Disability Insurance
- 2166 If a Registered Nurse is eligible for State Disability Insurance (SDI), or Workers' Compensation, or Family Temporary Disability Insurance (FTDI) payments, the Registered Nurse shall have his/her Sick Leave or, if elected, Flexible Personal Days (FPD) payments reduced by the amount of SDI, Workers' Compensation or FTDI benefit that the Registered Nurse is eligible to receive, so that combined SDI, Workers' Compensation, or FTDI pay and Sick Leave or FPD income received do not total more than his/her normal straight-time salary.
- 2167 If the Registered Nurse is eligible for Workers' Compensation payments, he/she may elect not to supplement the temporary disability benefit by utilizing Sick Leave or FPD. If the Registered Nurse elects not to supplement such disability benefit, he/she must inform the Employer in writing within the first (1st) seven (7) days of the Occupational Injury or Illness-related absence. A Registered Nurse electing this option will be placed on an unpaid Occupational Leave commencing with the date of disability. All contractual provisions as specified in Article XX (Leave of Absence), will apply. In the event the Registered Nurse does not provide such written notice to the Employer, Sick Leave offset will automatically be processed.
- 2168 In the payment of Sick leave or FPD to a Registered Nurse, the Employer will withhold applicable taxes in accordance with Federal and State laws.
- 2169 It is the Registered Nurse's responsibility to promptly file claims for any compensation benefits for which eligible and to report the amount of such benefits to the National Human Resources Service Center.
- 2170 Section 20 – ACP and Per Diem Registered Nurse's Sick Leave
- 2171 A Per Diem Registered Nurse will not be entitled to Sick Leave benefits outlined in this Agreement. A full-time or part-time Registered Nurse who transfers to an ineligible Sick Leave status, such as ACP or Per Diem will not be entitled to Sick Leave benefits as outlined in this

Agreement. A Registered Nurse's existing Sick Leave Bank will be frozen.

2172 Section 21 – Medical and Dental Appointments

2173 A Registered Nurse may request time off for personal medical appointments in accordance with the Leaves of Absence, Personal Time Off rules. A Registered Nurse may elect to use accrued Vacation, Sick Leave or FPD for payment of such time off. Requests for time off under this Section must be made at least ten (10) days in advance of the appointment. Sick Leave will not be paid to a Registered Nurse taking personal time off for routine dental appointments.

2174 Section 22 – Illness on Non-regularly Scheduled Work Day

2175 A Registered Nurse who agrees to work on a regularly scheduled day off will not be eligible for Vacation pay if he/she is unable to work that day.

2176 Section 23 – Reporting Absences

2177 A Registered Nurses unable to work his/her assigned shift due to a physical disability must notify his/her Nursing Staff Office at least two (2) hours and fifteen (15) minutes before the beginning of his/her scheduled shift, except in cases of documented accident or other extreme emergency.

2178 Section 24 – Flexible Personal Days

2179 A Registered Nurse is provided with forty (40) hours of Flexible Personal Days (FPD) (prorated for a part-time Registered Nurse) of FPD at the beginning of the payroll calendar year. FPD may be used for any reason the Registered Nurse chooses without restriction and may be used for less than a full day. In the event a Registered Nurse elects to utilize FPD in conjunction with Vacation, those FPD may be granted only after the Vacation selection process outlined in this Article. The FPD will, insofar as possible, be granted on the day (s) most desired by the Registered Nurse. FPD, accrued but not used, are paid out, prorated if applicable, upon termination, retirement, or transfer to an ineligible status. Requests for non-emergency FPD must be made forty eight (48) hours in advance (not including days that a department or work area is closed) for the Registered Nurse to obtain approval to utilize FPD. A Registered Nurse will have preference as to his/her choice based upon departmental seniority. FPD requests will be considered for anytime of the calendar year and shall be granted in an emergency situation. FPD may be

donated to another benefited employee, in accordance with the Employer's policy.

2180 Unused FPD hours at the end of year are rolled over in the Registered Nurse's Vacation Account. FPD hours deposited into the Registered Nurse's Vacation Account shall remain in the Vacation Account for the Registered Nurse's use as vacation time.

2200 ARTICLE XXII – HEALTH AND WELFARE BENEFITS

2201 Health Plan Coverage for Active Employees

2202 A Registered Nurse who is regularly scheduled to work twenty (20) hours or more per week, is eligible for Employer-paid Kaiser Foundation Health Plan (Health Plan) coverage effective the first day of the month following date of employment, unless waived by participation in the Alternate Compensation Program (ACP). The plan covers the employee and his/her eligible dependents.

2203 Health Plan coverage includes durable medical equipment, prosthetics and orthotics, mental health, vision care, post-mastectomy, a prescription drug benefit, and a Coordination of Benefits (COB) provision.

2204 Through December 31, 2016, there will be a five dollar (\$5.00) co-payment for each medical office visit and each prescription. Outpatient mental health visits will have a five dollar (\$5.00) co-payment per visit.

2205 Effective January 1, 2017, the copayments shall match the \$20 copayment level, which includes \$20 medical office visits, \$20 urgent care, \$100 hospital inpatient care per admission, \$50 emergency visit, \$10 generic/\$15 brand prescription 30-day supply maximum), as referenced on the chart in this section.

2206 Health Plan Dependent Eligibility

2207 Eligible dependents are defined as follows:

- the Registered Nurse's spouse, or eligible domestic partner;
- the Registered Nurse's natural, step or adopted child under the age of twenty-six (26);
- the Registered Nurse's foster child under the age of twenty-six (26) with court-issued Notice of Intent to Adopt;

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

KAISER FOUNDATION HEALTH PLAN COPAYMENTS

Affordable Care Act preventive care services are provided at no charge.

COVERED SERVICES*	COPAYMENT*
<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 No charge 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 Scheduled prenatal care visits and first postpartum visit Hearing tests Flexible Sigmoidoscopies	No charge No charge No charge No charge No charge No charge No charge
<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

*Not inclusive of all possible services and cost sharing

COVERED SERVICES*	CO-PAYMENT*
<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) Note: Certain prescription items may have a different cost share or supply limit.	\$10 per fill \$15 per fill \$20 per fill \$30 per fill No charge No charge
<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) Outpatient (individual) Group therapy	\$100 per admission \$20 per visit \$5 per visit
<u>Hospice</u>	No charge
<u>Home Health Services</u>	No charge
<u>Skilled Nursing Facility</u> (up to 100 days per benefit period)	No charge
<u>Vision Care</u> Eye examinations for eyeglasses Eyeglass lenses, eyeglass frames, and/or contact lenses (credit allowance must be used all at one time—no carry over credit)	No charge \$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) Note: \$20 co-pay applies to Temporomandibular Joint (TMJ) splint therapy provided by a contract dentist	No charge

*Not inclusive of all possible services and cost sharing.

2208 Parent Medical Coverage

2209 The Employer offers a group Health Plan coverage for Medicare-eligible parents, stepparents, parents-in-law, including the Registered Nurse's domestic partner's parents. Parents who enroll are responsible for the entire amount of the premium, as well as any applicable copayments. The terms and conditions of this plan are in accordance with the governing plan document and service agreement.

2210 Dental Coverage

2211 A Registered Nurse who is regularly scheduled to work twenty (20) hours or more per week, is eligible for dental coverage effective the first day of the month after six months of employment, unless waived by participation in the ACP. The plan covers the Registered Nurse, his/her spouse or domestic partner and his/her eligible children, up to the limiting age of twenty-six (26) , as described in the Health Plan Dependent Eligibility. The Registered Nurse may be able to extend coverage past the normal age twenty-six (26) limit for a dependent child who is incapable of self-support because of a mental or physical disability. The disability must begin before he or she reaches age twenty-six (26). The Registered Nurse may be required to show proof of the dependent's continuing disability each year.

2212 A newly hired Registered Nurse who is eligible or becomes eligible for dental during his/her first (1st) three (3) years of employment must elect a prepaid dental plan. Upon completion of three (3) years of service, the Registered Nurse may continue coverage in the prepaid dental plan or elect the Delta Dental Plan within 31 days of obtaining eligibility. During the annual open enrollment period, an eligible Registered Nurse may choose among the Employer-provided prepaid dental plans or the Delta Dental Plan, if the three-year service requirement has been met. Any cost for the optional prepaid dental plan which exceeds the Employer's monthly cost for the Delta Dental Plan shall be borne by the employee.

2213 Delta Dental

2214 The Delta Dental Plan provides benefits at one hundred percent (100%) for diagnostic and preventive services, seventy percent (70%) for basic service services and fifty percent (50%) for major services of the usual, reasonable and customary charges when services are

provided by a Delta member dentist. The maximum benefit for non-orthodontia services per calendar year is \$1,000 per covered individual.

2215 An orthodontia benefit is available for dependent children up to age twenty-six 26. The benefit provides for a payment of 50% of covered services to a maximum payment of \$1,000 per child per lifetime. This maximum is in addition to the maximum allowed for other services. Services must be provided by a participating Delta orthodontist to receive full benefits.

2216 Life Insurance

2217 A Registered Nurse regularly scheduled to work will be provided with life insurance and Accidental Death and Dismemberment (AD&D) coverage amounts, which includes a Total and Permanent Disability (T&PD) provision, after completion of sixty (60) calendar days of employment from date of hire, or when transferred to an eligible status, if later, unless waived by ACP participation. Coverage amounts are based on regularly scheduled hours. A Registered Nurse regularly scheduled to work thirty-two (32) hours or more per week is eligible for Basic Life Insurance coverage in the amount of six thousand dollars (\$6,000), AD&D coverage in the amount of six thousand dollars (\$6,000), which includes T&PD in the amount of six thousand dollars (\$6,000). A Registered Nurse regularly scheduled to work less than less than thirty-two (32) hours per week is eligible for Basic Life Insurance coverage in the amount of one thousand dollars (\$1,000), AD&D coverage in the amount of one thousand dollars (\$1,000), which includes T&PD in the amount of one thousand dollars (\$1,000). The Employer pays the full cost of this coverage.

2218 A Registered Nurse regularly scheduled to work thirty-two (32) hours or more per week may purchase his/her choice of the following life insurance options, at time of hire, or when transferred to eligible status, if later. The coverage will become effective on the 61st day of employment or on the date of transfer to an eligible status. If a Registered Nurse initially declines to elect Optional Life Insurance at time of hire or transfer, he or she must provide Evidence of Insurance (EOI) if he or she wishes to purchase it in the future. A Registered Nurse who participates in the ACP and who is regularly scheduled to work thirty-two (32) or more hours per week, continues to be eligible for Optional Life Insurance.

	<u>Optional Life Insurance</u>	<u>Accidental Death and Dismemberment</u>
Option 1	\$10,000	\$10,000
Option 2	\$20,000	\$10,000
Option 3	\$30,000	\$10,000
Option 4	\$40,000	\$10,000

2219 A Registered Nurse must be actively at work on the date the Basic Life Insurance and Optional Life Insurance coverage become effective. Otherwise, coverage will not be effective until he or she returns to active employment.

2220 If a Registered Nurse who has life insurance coverage becomes totally and permanently disabled, he or she may be eligible for monthly installment payments under a Total and Permanent Disability provision.

2221 Survivor Assistance Benefit

2222 A regularly scheduled full time or part time Registered Nurse will be provided with a Survivor Assistance Benefit equal to one (1) month’s base wages. This benefit is payable to the designated beneficiary(ies) during the period immediately following the in-service death of the regularly scheduled Registered Nurse.

2223 Short Term Disability and Long Term Disability

2224 A Registered Nurse regularly scheduled to work twenty (20) hours or more per week shall be provided with Short Term Disability (STD) insurance or Long Term Disability (LTD) insurance, based on length of service, unless waived by ACP participation. A Registered Nurse must be actively at work on the date the disability coverage becomes effective. If the Registered Nurse is not actively at work, the disability coverage is deferred until he or she returns to active employment.

2225 An eligible Registered Nurse with less than two (2) years of service shall be provided with STD insurance. STD insurance coverage is effective the first day of employment, or when transferred to an eligible status, if later. STD provides income continuation, if a Registered Nurse is disabled, in accordance with the insurance company’s definition of disability. STD insurance benefit payments shall commence at the later of exhaustion of Sick Leave hours (Annual Sick

Leave and Banked Sick Leave), and any immediately-elected Flexible Personal Days, first (1st) day of hospitalization, or eighth (8th) day of illness or injury. STD benefits are paid for a maximum of one (1) year with continued physician certification of disability.

2226 An eligible Registered Nurse with two (2) or more years of service shall be provided with LTD insurance effective after two (2) years of employment, or when transferred to an eligible status, if later. LTD insurance provides income continuation after ninety ((90) days, if a Registered Nurse becomes disabled, in accordance with the insurance company's definition of disability, and remains continuously disabled for longer than ninety (90) days. No LTD benefits are payable during the ninety (90) day elimination period. LTD insurance benefits may commence at the end of the ninety-day (90-day) elimination period, and may continue for up to ten (10) years, or when the Registered Nurse is no longer deemed disabled, or if over age sixty (60), in accordance with the insurance company's benefit period schedule, whichever comes first.

2227 STD and LTD insurance benefits are payable at a level of 50% of the Registered Nurse's predisability earnings or 60% with integration from other income, in accordance with the insurance company's definition of other income. If the Registered Nurse qualifies for other disability income such as sick leave or State Disability Insurance, or retirement that is greater than 60% of predisability earnings, no LTD insurance benefit may be paid. Predisability earnings are calculated at the Registered Nurse's scheduled hours per month, prorated if less than full time, times the base hourly rate at the end of the Registered Nurse's ninety-day (90-day) LTD elimination period.

2228 Spending Accounts

2229 Dependent Care Spending Account

2230 A Registered Nurse with eligible dependent care expenses can participate in the Dependent Care Spending Account (DCSA) which is entirely voluntary and allows a Registered Nurse to pay for eligible dependent care services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. A Registered Nurse, regardless of work schedule, is eligible to enroll in the DCSA effective on his/her date of hire. The DCSA allows a Registered Nurse to contribute pre-tax dollars annually as limited by the plan or Internal Revenue code (IRC). These contributions may be

used to pay for certain dependent care expenses for eligible dependents as permitted by the IRC and as governed by law.

2231 Health Care Spending Account

2232 A Registered Nurse can participate in Health Care Spending Account (HCSA), which is entirely voluntary and allows a Registered Nurse to pay for eligible medical care services with pre-tax dollars. The future of the Plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc. A Registered Nurse who is regularly scheduled to work twenty (20) hours or more per week is eligible to participate in the HCSA effective on date of hire. The HCSA allows a Registered Nurse to contribute pre-tax dollars annually as limited by the plan or IRC as applicable. This plan may pay for eligible health care expenses for a Registered Nurse and/or his/her eligible dependents, as permitted by the IRC and as governed by law.

2233 Coverage Ends

Employer-paid Health Plan and dental coverage ends on the last day of the month in which employment ends, or in which the Registered Nurse transfers to an ineligible status, or in accordance with the provisions under Leaves of Absence and Alternate Compensation Program.

2234 Plan Terms

Coverage, limitations and exclusions (including the enrollment rules, restrictions and requirements) of the foregoing Health and Welfare Plans, and Dependent Care and Health Care Spending Accounts are established and governed by the Employer's service agreements with the respective providers, and insurance carriers, and plan documents. The foregoing plans are governed by the plan documents and/or Kaiser Permanente policies.

2300 ARTICLE XXIII – ALTERNATE COMPENSATION PROGRAM

2301 ACP Eligibility

2302 A Registered Nurse who is regularly scheduled to work twenty (20) hours or more per week has the option to participate in the Alternate Compensation Program (ACP).

2303 ACP Coverage

2304 ACP is an optional benefit program, which provides an eligible Registered Nurse with a twenty percent (20%) wage rate differential in exchange for his or her choice to waive participation in certain benefit plans. However, compensated hours while in the ACP will count as pension Service and Credited Service for a Registered Nurse participating in the KPSCEPP. Final Average Monthly Compensation for pension calculations excludes differentials and will, therefore, be calculated solely on the base wage rate.

2305 ACP Proof of Other Medical Coverage

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

2306 ACP Participation

2307 A Registered Nurse may enroll in ACP when newly hired or newly eligible (based on regularly scheduled hours), or during the annual open enrollment period. Participation begins the first (1st) day of the pay period of the new year following the annual open enrollment, or on the first day of the pay period following enrollment for a newly eligible employee. A Registered Nurse must remain in the ACP for the duration of the payroll calendar year. A Registered Nurse may withdraw from ACP during the ACP payroll calendar year only upon showing a loss of other medical coverage or a qualified family or employment status change. During the annual open enrollment period of each year, a Registered Nurse will have the opportunity to enroll in or withdraw from the ACP.

2308 ACP Payroll Calendar Year

2309 A payroll calendar year is determined by the biweekly payroll cycles within each year. This means that an ACP payroll calendar year can begin prior to January 1 and end prior to December 31, depending on the biweekly cycles.

2310 ACP Exchanged Benefits

2311 A Registered Nurse enrolling in ACP is not eligible to participate for Health Plan, Dental Plan, Basic Life Insurance, Disability Plans,

Work/Life Balance Time Off Program, Bereavement Leave, Educational and other paid time off.

2312 A Registered Nurse who elects to participate in the ACP will have his or her Sick Leave accounts frozen upon entering the ACP, and frozen Sick Leave hours will not be available for use. The number of accrued, unused sick leave hours that the Registered Nurse had at the time of transfer to ACP will be available as sick leave hours if and when a Registered Nurse returns to the regular benefits program. No sick leave hours will accrue while a Registered Nurse is in the ACP. Educational Leave will also be frozen, and restored if and when the Registered Nurse returns to the regular benefits program.

2313 A Registered Nurse who elects to participate in the ACP will receive a payoff for all accrued and unused Vacation and/or unused allotted Flexible Personal Days (FPD) hours upon entering the ACP. Such payoff will be at the base wage rate that is in effect on the day prior to entering the ACP. No Vacation or FPD hours will accrue while in the ACP.

2314 ACP Benefits Participation

2315 A Registered Nurse will have the option to participate or, as applicable, be automatically enrolled in the following benefits:

- Employee-purchased Optional Life Insurance in the amount of \$10,000, \$20,000, \$30,000 or \$40,000 for a Registered Nurse scheduled to work 32 or more hours per week. The Optional Life Insurance includes a \$10,000 Accidental Death and Dismemberment and a Total & Permanent Disability provision. The Optional Life Insurance must be elected at time of hire, or when becoming first eligible. If elected, coverage will become effective after sixty (60) days of employment, provided the Registered Nurse is actively at work. If the Registered Nurse is not actively at work, coverage is deferred until he or she returns to active employment.
- Overtime will be paid at one and a half (1 ½) times the ACP rate unless otherwise required under federal overtime laws
- Commuter Spending Account
- Dependent Care Spending Account

- Designated Holidays worked will be paid at one and a half (1 ½) times the base wage rate
- Health Care Spending Account
- Jury Duty will be paid at the ACP differential
- Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) (with FAMC at the base wage rate without the 20% ACP differential)
- Kaiser Permanente 401k Plan (*Employer contribution, as applicable, as defined by the plan*)
- Shift differentials will be paid on all worked hours, as applicable
- Survivor Assistance Benefit (paid at the base wage rate without the 20% ACP differential)
- Tuition Reimbursement
- Unpaid Leaves of Absence (no benefits associated with the leaves)

2316 A Registered Nurse with up to eleven (11) years of service may request two (2) weeks of unpaid leave per calendar year, taken in one week increments. A Registered Nurse with eleven (11) years or more of service may request up to three (3) weeks of unpaid leave per calendar year. Additional weeks of unpaid leave may be granted at the discretion of the Employer. A Registered Nurse may utilize his or her seniority during the annual vacation planning cycle to receive his or her preferred time off for the two (2) weeks of unpaid leave. Likewise, he or she may participate in the Lottery every other year.

2317 A Registered Nurse who retires while enrolled in the ACP and who otherwise meets eligibility for post-retirement benefits will be provided with post-retirement benefits.

2400 Article XXIV – Pension Plan, Kaiser Permanente 401k Plan and Defined Contribution

2401 Kaiser Permanente Southern California Employees Pension Plan

2402 A Registered Nurse is automatically covered under the provisions of the Kaiser Permanente Southern California Employees Pension Plan (KPSCEPP) at date of hire. The full cost of the plan will be paid by the Employer.

2403 Normal monthly retirement shall be 1.45% of Final Average Monthly Compensation (FAMC) multiplied by years of Credited Service with no integration with Social Security. FAMC is defined as the highest sixty

- (60) consecutive months of compensation in the last one-hundred twenty (120) consecutive months of employment, and does not include bonuses, allowances, or differentials (also excludes the Alternate Compensation Program wage rate differential).
- 2404 Under KPSCEPP, each calendar year in which a Registered Nurse has 1,000 or more compensated hours is a full year of Service. Prorated Service will be granted for years with less than 1,000 compensated hours. Service is used to determine vesting and if a Registered Nurse is eligible for Early, Disability, Normal, Postponed Retirement or for Deferred Vested Pension (DVP) benefits.
- 2405 Vesting in KPSCEPP is attained after five (5) years of Service. If a Registered Nurse terminates after five (5) years of Service, but before eligibility for Early Retirement, he/she is eligible for an unreduced DVP (pension), payable at age sixty-five (65), based upon the benefit accrued at the time of termination. A Registered Nurse who terminates with fifteen (15) or more years of Service, prior to being eligible to retire, will be eligible to receive an actuarially reduced DVP (pension), as early as age fifty-five (55) based upon the benefit accrued at the time of termination.
- 2406 Credited Service is defined as a calendar year in which a participant has one thousand eight hundred (1,800) or more hours. For years prior to January 1, 2003, a year of Credited Service is based on two thousand (2,000) or more hours. Credited Service is prorated for years in which a Registered Nurse has fewer than 2,000 or 1,800 hours, as applicable. Credited Service is used to determine the amount of monthly benefits.
- 2407 Effective January 1, 2017, an eligible Registered Nurse who has not separated from service as defined by the Internal Revenue Code shall be entitled to elect a one-time in-service distribution, paid out based on employee election, from the KPSCEPP at age sixty-five (65) or older, in accordance with the terms of the governing plan document and applicable IRS rules.
- 2408 Postponed Retirement for an eligible Registered Nurse will be computed based upon the Registered Nurse's formula, Credited Service and FAMC in effect at the time of retirement.
- 2409 For an eligible Registered Nurse who remains in employment after he/she becomes eligible for Early, Postponed, Normal Retirement, or with a DVP, the Employer will provide a special death benefit for his/her

- spouse. If the eligible Registered Nurse were to die before actual retirement, the spouse of the deceased eligible Registered Nurse will receive a pension benefit calculated as if the eligible Registered Nurse had retired on the day before his/her death and had elected a Joint and Survivor annuity with a fifty percent (50%) continuation for the survivor.
- 2410 Pension plan survivor benefits will be payable to an eligible domestic partner. This benefit provides an annuity to the surviving eligible domestic partner of an active eligible Registered Nurse who dies and is vested in the pension plan. The surviving eligible domestic partners will receive a benefit calculated as if the eligible Registered Nurse retired the day before death and elected a Joint and Survivor Annuity with a fifty percent (50%) continuation to the survivor. This benefit will be payable to the domestic partner no later than one year following the eligible Registered Nurse's death.
- 2411 If a vested eligible Registered Nurse dies and does not have a surviving spouse or a surviving eligible domestic partner, pension plan survivor benefits will be payable to a non-spouse survivor qualified dependent.
- 2412 The KPSCEPP is governed by the plan documents as amended from time to time.
- 2413 Kaiser Permanente 401k Plan (KP401k)
- 2414 The Employer will establish a tax deferred retirement savings plan authorized by the Internal Revenue Code (IRC). The plan will be established by Kaiser Foundation Health Plan, Inc. and the future of the plan and its provisions will be determined by Kaiser Foundation Health Plan, Inc.
- 2415 A Registered Nurse with one (1) or more years of service, who contributes to the KP401k, will be eligible for the Employer Match program. The Employer will make contributions to match 100% of a Registered Nurse's contribution, up to one and one-quarter percent (1.25%) of his/her eligible compensation. The Employer Match contributions will vest in increments of 20% per year, with participants becoming fully vested upon attaining five (5) years of service. All years of service with Kaiser Permanente count toward eligibility and vesting.
- 2416 Effective January 1, 2017, the Employer will ensure that as long as the employee remains employed by Kaiser Permanente on December 31 of the applicable year and contributes at least two percent (2%) of

eligible compensation throughout the year, the Employer will match one and a quarter percent (1.25%) of his/her eligible compensation.

2417 The Kaiser Permanente 401k Plan is governed by plan documents as amended from time to time.

2418 Joint Committee

2419 A joint committee will be established to review the pension benefits provided in this agreement. The purpose of the joint committee will be (1) to 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 and predictable income is available to eligible KP retirees (3) to educate nurses on the cost of their benefits, how to better utilize services, how to access their care in the most efficient and effective ways. The joint committee will be provide timely annual summaries of its progress, and will make pension recommendations at the next round of bargaining.

2500 ARTICLE XXV – POST-RETIREMENT BENEFITS

2501 Retiree Medical Program

2502 Eligibility Requirements

2503 To qualify for retiree medical benefits, a Registered Nurse who terminates from employment must satisfy the following Retiree Medical Program eligibility requirements.

2504 A Registered Nurse who qualifies under the Normal or Postponed Retirement provisions of the KPSCEPP and has fifteen (15) years or more of Service under the KPSCEPP is eligible for Employer-paid Retiree Health Plan coverage.

2505 A Registered Nurse who qualifies under the Early Retirement provisions of the KPSCEPP and has fifteen (15) years or more of Service under the KPSCEPP is eligible for Employer-paid Retiree Health Plan coverage at age sixty-five (65). An Early retiree who had ten (10) years of service preceding January 1, 1990 is eligible for Employer-paid Retiree Health Plan coverage at his/her Early Retirement date.

2506 A Registered Nurse who qualifies under the Disability Retirement provisions of the KPSCEPP and has fifteen (15) or more years of

Service under KPSCEPP is eligible for Employer-paid Retiree Health Plan coverage.

- 2507 The Registered Nurse and spouse or eligible domestic partner must enroll in KPSA and assign Parts A, B and D and any other relevant Parts of Medicare to Kaiser Permanente when first eligible to receive Employer-paid Retiree Health Plan coverage. Dependents who are not yet Medicare-eligible must enroll in KPSA and assign all relevant Parts of Medicare as soon as they become eligible in order to maintain Health Plan coverage. A Disability retiree or an Early retiree who had ten (10) years of Service preceding January 1, 1990 must enroll in KPSA and assign all relevant Parts of Medicare when first eligible in order to maintain Health Plan coverage.
- 2508 Retiree Medical Program For Registered Nurses Retired Before January 1, 2017
- 2509 The Employer agrees to provide Retiree Health Plan coverage currently described as Kaiser Permanente Senior Advantage (KPSA) to eligible Registered Nurses. The Retiree Health Plan coverage will be equivalent to the Health Plan coverage for active Registered Nurses. Any changes to the active cost-sharing features on or after January 1, 2017 will also be implemented for the eligible Registered Nurse and his/her eligible dependents and survivors.
- 2510 The Employer shall provide Employer-paid Retiree Health Plan coverage to the spouse or eligible domestic partner and eligible children of a Registered Nurse.
- 2511 In the event an actively employed Registered Nurse, who has met the eligibility requirements for Employer-paid Retiree Health Plan coverage dies, coverage will commence for the spouse/eligible domestic partner and any eligible children when the deceased employee would have been eligible to commence Employer-paid Retiree Health Plan coverage. Survivor Health Plan coverage will end for the spouse/eligible domestic partner upon remarriage or entering into a domestic partnership. Coverage for eligible children will end at age 26.
- 2512 Upon the death of a retiree who had Employer-paid Retiree Health Plan coverage, Employer-paid Retiree Health Plan coverage will continue for the spouse/eligible domestic partner until remarriage/recommitment. Health Plan coverage for surviving children will end at age 26.

- 2513 If a Registered Nurse covered under Employer-paid Retiree Health Plan coverage moves outside the Kaiser Permanente service area, Kaiser Foundation Health Plan will offer a Medicare Out of Area Group Plan. The Medicare eligible Registered Nurse and his/her dependents will be required to pay the amount that the Medicare Out of Area Group Plan rate is in excess of the Retiree Health Plan coverage in effect on January 1 of each year. If the Registered Nurse who is eligible for Employer-paid Retiree Health Plan coverage moves to another Kaiser Permanente region, the Registered Nurse will be required to participate in the Out of Region plan. The Registered Nurse and eligible dependents will be required to enroll in KPSA and assign all relevant Parts of Medicare to Kaiser Permanente when eligible.
- 2514 Retiree Medical Program for Active Nurses On or After January 1, 2017
- 2515 A “Post-2016 Retiree” means a Registered Nurse who terminates employment on or after January 1, 2017, and who satisfies the Retiree Medical Program eligibility requirements. The retiree medical coverage for a Post-2016 Retiree and his/her spouse or domestic partner and eligible children will be equivalent to the Health Plan coverage for active Registered Nurses with a schedule of co-payments referenced in Appendix A. Any changes to the cost-sharing features of the Health Plan coverage for active Registered Nurses 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.
- 2516 In 2017, a Post-2016 Retiree will pay a base monthly premium contribution to the Employer of Fifteen Dollars (\$15) 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”). The base monthly premium contribution amount will increase Five dollars (\$5) every other year after 2017 (for example, \$20 per month per participant in 2019).
- 2517 Beginning January 1, 2017, the Employer will pay the monthly premiums for the KPSA Group 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.
- 2518 Beginning on January 1, 2027, the Employer will pay no more than a Fixed Monthly Amount for the KPSA Group 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 One Two Hundred Dollars (\$200) per month. The Fixed Monthly Amount will increase each year by Five dollars (\$5.00) after 2027 until it reaches Two Hundred Thirty Dollars (\$230) per month. The next annual increase in the Fixed Monthly Amount will be Ten dollars (\$10), to Two Hundred Forty Dollars (\$240) per month, at which point it will remain constant at Two Hundred Forty Dollars (\$240) per month.

2519 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, 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.

2520 If individuals eligible for coverage under this plan live outside the Kaiser Permanente service area, 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 and assign all relevant Parts of Medicare. 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.

2521 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.

2522 Retiree Premium Health Reimbursement Account ("HRA") For Post-2016 Retirees

2523 A Post-2016 Retiree will receive an Employer allocation to an unfunded Retiree Premium Health Reimbursement Account (“HRA”) at the time of retirement in the amount of Five Thousand Dollars (\$5,000). 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 Eighty Dollars (\$80). 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.

2524 Retiree Life Insurance

2525 Each Registered Nurse who retires at age 55 or older with fifteen (15) years or more of service and was regularly scheduled to work thirty-two (32) hours or more per week and had the Employer-paid life insurance coverage at the time of retire, Kaiser Permanente will provide the Registered Nurse with Employer-paid Retiree Life Insurance in the amount of \$2,000.

2526 Coverages, limitations and exclusions of the foregoing Health and Welfare plans for retirees are established and governed by the Employer’s service agreements with the respective providers and insurance carriers, and Plan Documents.

2600 ARTICLE XXIX – COMPENSATION

2601 Section 1 – Salary Schedule

2602 Wages and Transition

A new tenure step wage structure will be implemented effective per the Settlement Summary. Please see Appendix A for Wage Structures. Transition to the new tenured step wage structure will be accomplished based on job classification and tenure (most recent date of hire). The LAMC Level II Staff RN, Level II Step Down Unit RN, Level III NICU Transport RN and the Level III Specialty Unit Staff RN will be transitioned to the new CNA Staff RN II on the new tenured step wage structure. The LAMC Level II Home Health RN will transition to the CNA Home Health RN I and the LAMC Level III Charge RN will transition to the CNA Charge RN II on the new tenured step wage structure. RN’s will be placed from their current step on the LAMC wage structure to the same tenured step or next

closest tenured step on the new tenured step wage structure. Existing RN's eligibility to move to the next step will begin to accrue anew as of the effective date of the new wage structure. In recognition of the service performed by the employees in accordance with the status quo (or as otherwise agreed in bargaining with the unions representing the employees) during the period prior to ratification of this agreement, and in compromise of the Union's request for retroactive pay during that period, the Employer will make a one-time payment of \$4,000 [prorated for part-time] as soon as practicable following the ratification of this agreement. This payment is intended to resolve the demand for retroactive compensation covering a period of four years ending on the date of ratification. All classifications receive a 2% Across the Board increase (ATB) effective pay period closest to one year following the effective date of the 2016 tenured step wage structure, and will receive a 2% Across the Board increase (ATB) effective pay period closest to two years following the effective date of the 2016 tenured step wage structure.

2603 Tenure Increases

2604 All full-time Registered Nurses will receive step increases on their anniversary date. This anniversary date will be adjusted for personal leaves of absence in excess of thirty (30) days and for medical leaves in excess of sixty (60) days.

2605 Part-time Registered Nurses shall receive step increases in wages on the basis of hours worked (173.333 hours equivalent to one (1) month of service rather than calendar months of service; 2,080 hours is equivalent to one year).

2606 Progression from one step to the next will be based on the appropriate time frame between steps. For example, progression from the year eight (8) rate to the year eleven (11) rate will be based on three (3) years of service (or equivalent hours worked) at the year eight (8) rate.

2607 A RN promoted to a higher classification or demoted to a lower classification shall maintain his/her tenure step and step increase schedule in the classification.

2608 Effective Date of Tenure and Across the Board Increases

2609 Tenure increases and across the board increases shall become effective at the beginning of the first full pay payroll period nearest the RN's date of eligibility for such increase.

2610 Hiring Policy

2611 Staff Nurses, who at the time of hire possess a Bachelor's Degree in an allied health field from an accredited college or previous work experience, may be hired beyond the minimum salary as follows:

<u>Experience at Time of Hire</u>	<u>Tenure Step</u>
I. 0-1 Year Experience	Staff Nurse I Year 1 rate
II. 1-2 Years Experience or Bachelor's Degree	Staff Nurse II Year 1 rate
III. 2-3 Years Experience or Bachelor's Degree & 1-2 Years Experience	Staff Nurse II Year 2 rate
IV. 3 Plus Years Experience or Bachelor's Degree & 2 Plus Years Experience	Staff Nurse II Year 3 rate

2612 In addition, Staff Registered Nurses attaining a Bachelor's degree in Nursing while employed may be considered for one (1) year of service for step increase purposes. This one (1) year credit at time of hire or during employment is applicable one time only for each Registered Nurse.

2613 Clinical Classifications

2614 Definition of Clinical Experts (staff RN III, Staff RN IV, HH III)

2615 The Staff Nurse III and IV, HH III roles are designed to enable the clinically expert Staff Nurse to find continuing recognition and reward in the provision of direct care in his/her area of clinical specialty.

2616 The Clinical Expert (Staff RN III & IV or HH III) is a skilled practitioner who demonstrates leadership by:

2617 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.

2618 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.

2619 Clinical Classification Determination Process

2620 Within ninety (90) days of ratification of this agreement, the Association and Employer will work in collaboration to devise a process for evaluating and awarding a clinical classification. There shall be no more than five (5) individuals from both the association and the Employer involved in this collaboration.

2621 Section 2 – Compensation Review Process

2622 At such time as the Employer establishes a new Registered Nurse job or significantly changes the job content of an existing job the Employer shall establish the appropriate rate of pay and notify the Union of the established rate. Such rate shall be presented to the Union, in writing, prior to the implementation of such rate. The purpose of this action will be to reach agreement with the Union concerning the proposed rate. Should agreement be reached, the rate will be placed in effect on a permanent basis. Registered Nurse positions will not be reviewed more than once in a twelve (12) month period, unless there has been a significant change in job content since the execution of the agreed upon rate.

2623 Tenure Step Progression

2624 Effective Date of Tenure and Across the Board Increases

Tenure increases and across the board increases shall become effective at the beginning of the first full payroll period nearest the Employee's date of eligibility for such increase.

2625 Section 4 – Shift Differential

2626 Registered Nurses shall receive a shift differential as follows:

Evening Shift	\$403.00 per month / \$2.326 per hour
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Night Shift \$564.00 per month / \$3.256 per hour

2627 Section 5 – Standby Pay

2628 Registered Nurses assigned standby status shall be paid twelve dollars (\$12.00) for each hour spent on such standby status. Actual work time shall begin when the employee arrives at the facility where he/she was called and shall end when the employee leaves the same facility, provided, however, that the nurse shall be guaranteed a minimum of two (2) hours work each time he/she is called in. A Registered Nurse shall receive one and one-half (1 1/2) times his/her regular rate of pay, rather than the standby allowance, for all hours actually worked or guaranteed during the standby period. Per Diems are excluded from standby.

2629 Section 6 – Hospice After Hours Cell Phone Differential

2630 As a result of changes in the Medicare regulations, the Employer is required to provide a Hospice Core Team accessible to patients on a twenty-four (24) hour, seven (7) day per week basis. Currently, Hospice patients are given a resource number at the Medical Center to call in case medical needs arise after hours or on weekends. This Agreement is to provide a “Cell Phone Differential” for Hospice Registered Nurses who may be asked to intervene and supplement care provided on after hours and weekends.

2631 Hospice Registered Nurses assigned to carry a cell phone while off duty will be eligible for the differential as follows:

2632 \$50.00 – Night differential which constitutes coverage for the typical sixteen (16) hour period between two (2) days of work.

2633 \$75.00 – Day off differential which constitutes a twenty-four (24) hour coverage scheduled on a day off (typically the weekend). The \$75.00 differential is applicable to each day (twenty-four (24) hours) of such.

2634 While providing the above captioned coverage, time spent on telephone communication providing direct patient care or home visits will be compensated as time worked. However, time spent on the telephone with other staff members or coordinating direct patient care is considered a part of the differential and will not be compensated as

time worked. Further, said differential will not be part of the base pay for calculating overtime.

2635 Specifically, as the Employer envisions the general practice, patients will contact the hospital nurse who will triage and assess the patient needs. If the patient is evaluated as requiring direct intervention by a Hospice Registered Nurse, the Registered Nurse at the hospital will contact the Hospice Registered Nurse assigned the night duty and/or day off duty.

2636 It is estimated that the vast majority of the calls can be handled with the patient over the telephone or providing services over the telephone such as emotional support or responding to questions on medications. The Hospice Registered Nurse will use their discretionary judgment in determining whether or not a “home care visit” is necessary. Home care visits will be paid as time worked. In essence, over eight (8) hours within a twenty-four (24) hour period will be compensated at time and one-half (1 1/2) as hours worked. Time spent on the telephone with other staff members is compensated within the referenced differential.

2637 The Employer will continue its current practice of assigning staff to work pursuant to this section. Each Registered Nurse will be rotated for the assignment and such rotation will be worked out with the affected Registered Nurses in order to provide them with the most flexible schedule accommodating their needs as well as the Employer’s.

2638 Section 8 – Qualified Bilingual Status
(TA 11-5-15)

A. Bilingual Program

1. Purpose. The goal of the Bilingual Program is to utilize bilingual staff within their scope of practice, to provide quality care for Limited English Proficient (LEP) members, and ensure that KP meets Cultural and Linguistic Appropriate Services (CLAS), and other regulatory standards. In addition to developing KP’s internal bilingual capacity, the Employer continues to require interpreter services to meet the needs of plan members who are not in contact with bilingual staff. At this time, KP utilizes other resources such as phone interpreters to provide language services that cannot be met using bilingual staff. In addition to these interpreting resources, it is understood that bilingual staff may

be called to provide language assistance in appropriate situations. What follows are specific contractual issues that support this program.

B. Qualified Bilingual Staff

a.) Level Description. There shall be two levels for Qualified Bilingual Staff (QBS).

Level 1 will be those Registered Nurses that use their language skills in a non-clinical situation and assessed as proficient enough to function in business and occupational situations that require only general conversational language skills (for non-clinical situations) and basic command of a second language as determined by an assessment tool determined by the Employer.

Level 2 will be those Registered Nurses assessed as proficient in conversational language skills, basic command of a second language, in addition to greater level of fluency, medical terminology and the ability to provide language assistance in various clinical settings. Skills will be determined through an assessment tool determined by the Employer.

b.) Differential. Registered Nurses designated as Level 1 and utilize the appropriate language skill/level an average of two or more hours per week per plan guidelines (to be verified/approved by manager), shall receive, or continue to receive, a bilingual differential in the amount of \$0.375 per hour and paid on hours worked to a maximum of (eighty) 80 hours per biweekly pay period. Registered Nurses designated as Level 2 and utilize the appropriate language skill/level an average of two or more hours per week per plan guidelines (to be verified/approved by manager) shall receive a bilingual differential in the amount of \$0.55 per hour and paid on all hours worked to a maximum of (eighty) 80 hours per biweekly pay period. The differential is not to be added to the base rate for overtime hours worked.

C. QBS Program

a.) Unless otherwise contained herein, the QBS Program is governed by the terms of the Qualified Bilingual Staff (QBS) Program Guide, including but not limited to Skill Level, determination of that level by testing, testing methods and tests, specific language(s) required, training requirements, QBS eligibility criteria and application process.

D. Loss of Differential

Registered Nurses who fail to qualify for either Level 1 or Level 2 designation will no longer receive a bilingual differential.

2639 Section 9 – Acting Charge RN Differential

2640 RNs performing Charge RN duties temporarily shall receive \$2.00 per hour differential for hours worked in this assignment.

2641 Section 10 – Preceptor Differential

2642 RNs performing in the role of Preceptor shall receive \$1.00 per hour differential for hours worked in this assignment.

2643 Section 11 – Chemo Differential

2644 RNs performing Chemo administration shall receive \$1.00 per hour differential for all hours worked during the shift in which they perform this duty.

2645 Section 12 – Mileage Reimbursement
(TA 10-28-15)

2646 Nurses required to use their personal automobile for approved Employer business will be reimbursed for mileage in excess of their customary home to work commute according to the Employer's current standard mileage rate in effect at time of travel.

2647 Section 13 – Community Disasters

2648 Because of the nature of our medical care organization, it is recognized that a major community disaster could require the services of our organization and facilities far beyond those normally provided. In the event of such a disaster and in recognition of our obligation to the community, Article XIII–Hours of Work, Article XV–Overtime and Article XXIX–Compensation will be inapplicable during the period of such unusual demands caused by this disaster, provided that the facilities of the organization are made available to nonmembers as well as members of the Kaiser Foundation Health Plan.

2700 ARTICLE XXVII – MEDICAL MALPRACTICE INSURANCE
(TA 10/9/15)

2701 The Employer provides Medical Malpractice Insurance covering all Registered Nurses. The Employer will hold Registered Nurses financially harmless from any liability where the liability is imposed because of negligent acts of a Registered Nurse in the course and scope of employment.

2800 ARTICLE XXVIII – DISPUTES

2801 Work Stoppages

2802 During the term of this Agreement, or any period of extension, neither the Association, its members, nor any employees covered by this Agreement will call, sanction, or participate in any strike, including sympathy strikes, sick outs, stoppage of work, work slowdown, or concerted interruption of function of the Employer. An employee engaged in such action shall be subjected to discharge or other discipline at the Employer's sole discretion. Any action of an employee in refusing to cross, for his/her own personal safety, a picket line at the Employer's premises in the case of an officially declared strike by another employee organization or union representing employees working for the Employer, shall not constitute a violation of this Agreement, provided that such a decision is made freely by the employee without coercion by either the Association or the Employer.

2803 The Employer and the Association realize that a medical facility is different in its operation from industries because of the vital services it renders to the community, and for these reasons the parties agree that there will be no lockouts on the part of the Employer, nor suspensions of work on the part of the employees. The Employer and Association agree there will be no strikes, sympathy strikes, sick outs, lockouts or work stoppages and that all disputes will be settled by the procedures provided in this Agreement.

2804 All Disputes Under Scope of Agreement Settled in Grievance Procedure.

2805 All disputes in other matters of controversy coming within the scope of this Agreement will be settled by the procedure heretofore provided.

2900 ARTICLE XXIX – MANAGEMENT RIGHTS

- 2901 The Employer retains, solely and exclusively, all rights, powers and authority which it exercised or possessed prior to the execution of this agreement, except as specifically abridged by any expressed provision(s) of this Agreement.
- 2902 Without limiting the generality of the foregoing, the rights, powers and authority solely and exclusively by the Employer unless abridged by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its hospitals and clinics and personnel; to create, change, combine or abolish positions, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the staff; to increase or decrease the staff and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to layoff; to establish schedules of operation and work and patient loads; to specify or assign work and decide which employees are qualified to perform work; to schedule and change work hours, shifts and days off; to adopt rules of conduct and safety rules, and penalties for violations thereof; and to determine the type and scope of work to be performed and the services to be provided; to determine methods, processes, means and places of providing services; to determine the location and relocations of facilities; and to effect technological changes.

3000 ARTICLE XXX – DURATION OF AGREEMENT

- 3001 Agreement to take effect upon the Employer's receipt of written notice of ratification ("Effective Date"), and continue in effect until July 31, 2019. This offer will remain in effect until withdrawn or October 1, 2016, whichever occurs earlier. The Agreement shall continue year to year thereafter unless amended, modified or terminated.
- 3002 Either party wishing to change or terminate this Agreement must serve written notice of a desire to amend to the other party at least ninety (90) days prior to the expiration date.
- 3003 Notice of desire to change or terminate given by one party shall render unnecessary a similar notice by the other party.
- 3004 Applicable Federal law which establishes special notice periods for health care institutions shall prevail over this Agreement.

Appendix A

Management Proposal: 2016 Wage Scale
Revised Management Proposal, 4/26/2016
Transition to Clinical Ladder Year 1
See Settlement Summary for Effective Date
\$4,000 Lump Sum per FTE in 2016

	Step 1 Year 1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4	Step 5 Year 5	Step 6 Year 8	Step 7 Year 11	Step 8 Year 16	Step 9 Year 21	Step 10 Year 26	Step 11 Year 31
Nurse Permittee	39.1616										
Staff Nurse I	41.2229										
Staff Nurse II	43.2840	46.7480	49.0850	51.5390	53.6010	57.6940	61.5060	63.1050	64.6830	65.4915	66.3102
Staff Nurse III	45.4484	49.0856	51.5395	54.1162	56.2813	60.5790	64.5816	66.2606	67.9175	68.7665	69.6260
Staff Nurse IV	46.7467	50.4879	53.0118	55.6621	57.8891	62.3095	66.4265	68.1534	69.8577	70.7309	71.6150
Charge Nurse II	45.4484	49.0856	51.5395	54.1162	56.2813	60.5790	64.5816	66.2606	67.9175	68.7665	69.6260
Charge Nurse III	47.7206	51.5396	54.1162	56.8217	59.0950	63.6076	67.8103	69.5732	71.3129	72.2043	73.1069
Charge Nurse IV	49.0839	53.0121	55.6622	58.4451	60.7834	65.4248	69.7476	71.5609	73.3503	74.2672	75.1955
Home Health Nurse I	43.2840	46.7480	49.0850	51.5390	53.6010	57.6940	61.5060	63.1050	64.6830	65.4915	66.3102
Home Health Nurse II	45.4484	49.0856	51.5395	54.1162	56.2813	60.5790	64.5816	66.2606	67.9175	68.7665	69.6260
Home Health Nurse III	46.7467	50.4879	53.0118	55.6621	57.8891	62.3095	66.4265	68.1534	69.8577	70.7309	71.6150

The Employer reserves the right to modify, amend, delete or add to this and other proposals in course of these negotiations.

Management Proposal: 2017 Wage Scale
Revised Management Proposal, 4/26/2016
2% ATB in 2017
See Settlement Summary for Effective Date

	Step 1 Year 1	Step 2 Year 2	Step 3 Year 3	Step 4 Year 4	Step 5 Year 5	Step 6 Year 8	Step 7 Year 11	Step 8 Year 16	Step 9 Year 21	Step 10 Year 26	Step 11 Year 31
Nurse Permittee	39.9448										
Staff Nurse I	42.0473										
Staff Nurse II	44.1497	47.6830	50.0667	52.5698	54.6730	58.8479	62.7361	64.3671	65.9767	66.8014	67.6364
Staff Nurse III	46.3574	50.0674	52.5703	55.1985	57.4070	61.7906	65.8733	67.5858	69.2758	70.1418	71.0186
Staff Nurse IV	47.6817	51.4976	54.0721	56.7754	59.0469	63.5557	67.7550	69.5165	71.2548	72.1455	73.0473
Charge Nurse II	46.3574	50.0674	52.5703	55.1985	57.4070	61.7906	65.8733	67.5858	69.2758	70.1418	71.0186
Charge Nurse III	48.6750	52.5704	55.1985	57.9581	60.2769	64.8797	69.1665	70.9647	72.7392	73.6484	74.5690
Charge Nurse IV	50.0656	54.0723	56.7755	59.6140	61.9990	66.7333	71.1426	72.9921	74.8173	75.7525	76.6994
Home Health Nurse I	44.1497	47.6830	50.0667	52.5698	54.6730	58.8479	62.7361	64.3671	65.9767	66.8014	67.6364
Home Health Nurse II	46.3574	50.0674	52.5703	55.1985	57.4070	61.7906	65.8733	67.5858	69.2758	70.1418	71.0186
Home Health Nurse III	47.6817	51.4976	54.0721	56.7754	59.0469	63.5557	67.7550	69.5165	71.2548	72.1455	73.0473

The Employer reserves the right to modify, amend, delete or add to this and other proposals in course of these negotiations.

Management Proposal: 2018 Wage Scale
Revised 4/26/2016 Management Proposal
2% ATB in 2018

See Settlement Summary for Effective Date

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 11	Year 16	Year 21	Year 26	Year 31
Nurse Permittee	40.7437										
Staff Nurse I	42.8883										
Staff Nurse II	45.0327	48.6366	51.0680	53.6212	55.7665	60.0248	63.9908	65.6544	67.2962	68.1374	68.9891
Staff Nurse III	47.2845	51.0687	53.6217	56.3025	58.5551	63.0264	67.1907	68.9375	70.6614	71.5446	72.4389
Staff Nurse IV	48.6353	52.5276	55.1535	57.9109	60.2278	64.8269	69.1101	70.9068	72.6799	73.5884	74.5083
Charge Nurse II	47.2845	51.0687	53.6217	56.3025	58.5551	63.0264	67.1907	68.9375	70.6614	71.5446	72.4389
Charge Nurse III	49.6485	53.6218	56.3025	59.1173	61.4825	66.1773	70.5498	72.3839	74.1940	75.1214	76.0604
Charge Nurse IV	51.0669	55.1538	57.9110	60.8062	63.2390	68.0680	72.5654	74.4519	76.3137	77.2676	78.2334
Home Health Nurse I	45.0327	48.6366	51.0680	53.6212	55.7665	60.0248	63.9908	65.6544	67.2962	68.1374	68.9891
Home Health Nurse II	47.2845	51.0687	53.6217	56.3025	58.5551	63.0264	67.1907	68.9375	70.6614	71.5446	72.4389
Home Health Nurse III	48.6353	52.5276	55.1535	57.9109	60.2278	64.8269	69.1101	70.9068	72.6799	73.5884	74.5083

The Employer reserves the right to modify, amend, delete or add to this and other proposals in course of these negotiations.

Letters of Understanding

The purpose of this section is to set forth understandings reached during recently concluded contract negotiations.

1. FLOATING

The Employer may float nurses for patient care consideration and staffing needs, considering skill level needs, qualifications, and competencies. All floating assignments shall include only those duties and responsibilities for which competency has been validated. Registered Nurses will only be floated after completion of orientation.

A Registered Nurse will be required to float to areas they are qualified to work in, due to census, acuity, special patient care needs from a clinical expertise standpoint, and/or for staff replacement purposes where such changes cause over/under staffing in a particular work area(s).

Order of Floating:

- a) Volunteers
- b) Registry/Travelers
- c) Full time, Part-Time, and Per diem RNs working extra days or extra shifts
- d) Full time, Part-Time, and Per diem RNs working overtime
- e) Full time, Part-Time, and Per diem RNs by rotation initially started by inverse seniority

Registered Nurse assigned in a particular service area will float within the service area as defined:

- a) Between Critical Care Units
- b) Between Telemetry Units (including mixed Med-Surg/Tele units)
- c) Between Medical Surgical Units (including mixed Med-Surg/Tele units)
- d) Between like Maternal Child Health Units
- e) Between like Periop Units

2. FOUR-FORTY (4-40) SCHEDULES AT STRAIGHT TIME PAY

Full-Time

Four (4), ten (10) hour shifts per workweek. Employees will be scheduled every other weekend off. The weekend for the night shift, for the purpose of this Agreement will be Friday and Saturday.

Workweek

The workweek for all Registered Nurses on the Ten (10) Hour Shift will commence Sunday night at 12:01 a.m., ending on a Saturday night at Midnight.

Pay

Each ten (10) hour shift will be paid at ten (10) straight time hours.

Consecutive Days

A Registered Nurse is not considered to have had a day off unless twenty-four (24) hours have elapsed from the end of the last shift worked until the beginning of the next shift.

Additional Shifts Worked

When a Registered Nurse works ten (10) hour shifts, he/she is paid such at straight time and these are recorded as “regular” hours. It is only after working forty (40) “regular” hours that person would be entitled to any overtime pay for any subsequent hours worked. Thus, if an employee worked four (4) ten (10) hour shifts from Monday through Thursday, then worked from 7:00 a.m. to 3:30 p.m. on Friday, those eight (8) hours on Friday would be paid at time and one-half (1 ½ x).

It is understood the normal daily overtime provisions will apply for all hours worked in excess of ten (10) in one (1) workday. Specifically, time and one-half (1 ½ x) is applicable over ten (10) hours in one (10) workday and double time (2x) over twelve (12) hours in one (1) workday. If a Registered Nurse works six (6) consecutive days in a workweek, the time and one-half (1 ½ x) provision will apply on the sixth (6h) day. If the Registered Nurse works seven (7) consecutive days in a workweek, the hours shall be compensated at two times (2x).

Meal Period and Rest Periods

Registered Nurses will have one (1) unpaid thirty (30) minute meal period and two (2) paid fifteen (15) minute breaks per ten (10) hour shift.

Shift Differential

A Registered Nurse on a ten (10) hour staffing pattern who works two (2) or more hours into an evening or night shift will receive the appropriate shift differential for all hours worked into said shift.

Shift differential will not be included in the base rate for purposes of calculating overtime.

Shift differential will be paid only for hours worked and not for any absence or for any paid leave provision identified in the agreement.

Designated Holiday

Designated Holiday Scheduled Off (Full-Time) - Paid at eight (8) hours at the straight time rate of pay. Employees will not receive shift differential for a holiday not worked.

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

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

Example:

<u>July 3</u>	<u>July 4</u>	<u>July 5</u>
	5:30 a.m. **7:00 a.m.	5:30 a.m.
	↕	
*7:00 p.m.	5:30 p.m. ***7:00 p.m.	

* Will receive straight time pay for all hours worked between 7:00 p.m. and Midnight. Will receive holiday premium (i.e., double time and one-half) for all hours worked from Midnight

to 5:30 a.m. In addition, this employee is entitled to receive three (3) hours holiday not worked.

** Will receive all hours worked at holiday premium (i.e., double time and one-half).

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

Vacation and Sick Leave

Select one by placing and X next to the desired option.

___ Option I Eight (8) hours of vacation pay per shift.

___ Option II Ten (10) hours of vacation pay per shift.

A week of vacation will be paid at forty (40) hours. Shift differential will not be paid on vacation or sick leave.

Workers' Compensation or State Disability Insurance or Family Temporary Disability Insurance – Weekly Leave will be paid up to forty (40) hours per week when sick leave is integrated with Workers' Compensation or State Disability Insurance or Family Temporary Disability Insurance. Shift differential will not be paid.

Educational Leave Pay Option

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

___ Option I Eight (8) hours of education leave pay per shift.

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

Educational Leave pay for other than a scheduled workday will be paid at eight (8) straight time hours of pay. No shift differential will be paid.

Jury Duty

Jury Duty is paid at ten (10) hours per day. The entitlement for Jury Duty will be in accordance with the provisions of the Collective Bargaining Agreement. Shift differential will not be paid.

Bereavement Leave

Bereavement Leave will be paid at ten (10) hours per day. The entitlement for Bereavement Leave will be in accordance with the provisions of the Collective Bargaining Agreement.

Reporting Pay

A Registered Nurse who reports to work without receiving prior notice that no work is available will receive two (2) hours' reporting pay unless the Employer has made an attempt to contact her/him.

Floating, KTO, and Voluntary Sign-up

Floating, KTO and voluntary sign-up will follow the agreements specified in the collective bargaining agreement.

Future Vacancies

Future vacancies will be posted according to unit needs.

Terms of Agreement (To be signed by the Registered Nurse)

I understand the terms and conditions of the ten (10) hour schedule at straight time pay. I further understand that I will receive only one (1) unpaid thirty-minute (30) duty free meal period. I consent to this arrangement.

3. KAISER INVOLUNTARY TIME-OFF (KTO)

Definition

Kaiser Involuntary Time-off (KTO) is an involuntary day (or portion thereof, including reporting pay situations) given due to a lack of work availability.

Implementation Steps

- A. Cancel per diem Registry staff.

- B. Cancel overtime.
- C. Grant time-off requests of those desiring time-off.
- D. Cancel Per Diem Registered Nurses.
- E. Cancel part-time Registered Nurses scheduled to work an extra day or shift.
- F. All other RN's in the department by rotation

General Provisions

- Float assignments will be made before KTO is implemented.
- Registered Nurses will not be KTO'ed for periods of less than one (1) hour.
- When the entire shift is to be canceled, employees will be given two (2) hours notice of KTO prior to the starting time of the shift. If such notice is given, report pay will not apply.
- If the two (2) hours notice is not given and the Registered Nurse reports, he/she will be reassigned for two (2) hours. If the Registered Nurse is not needed and volunteers to go home, report pay will not apply.
- In the event a KTO is improperly given and a grievance is filed, the remedy will be restricted to crediting the Registered Nurse with KTO so he/she will be bypassed for the next KTO.

Worked Kaiser Time (Wkt) Agreement

Worked Kaiser Time (WKT) is a program that RNs are offered in lieu of taking KTO. RNs will be assigned activities that assist other RN staff with patients when we are busy or short staffed.

Below are examples of WKT work assignments:

- To provide assistance to unit RNs regarding admissions or discharges for a like-unit that has a large number of admissions or discharges.

- To the Emergency Department to complete the admission documentation and/or provide care to admitted hospital patients without a bed assignment.
- To Post Anesthesia Care Unit (PACU) to provide care to patients who are already recovered but are waiting for a bed to open.
- To provide assistance in procedures in the units
- To accompany patients to procedures/tests outside of the units
- To complete audits and quality care rounding in the units.
- To check expiration dates of medications in compliance with regulatory requirements.
- To assist in the inventory of supplies
- To assist as a relief nurse for breaks
- Assigned tasks that are related to the units

4. MANDATORY OVERTIME

It is the intent of Management to restrict any non-voluntary overtime to emergency situations. The following examples are presented to illustrate the types of emergencies which may result in non-voluntary overtime:

- Internal or external disaster.
- A serious change in a patient's condition that necessitates immediate and temporary additional nursing care, such as a Code Blue or like situation.
- Immediate action is required due to an unpredictable or unavoidable occurrence which necessitates immediate and additional staffing.
- Surgical case that is already in progress and staff needs to stay to completion.

It is understood prior to instituting this, Management will exhaust all other alternatives. If assignment is necessary it will be made in inverse seniority order.

5. MINIMUM STAFFING GUIDELINES

The Employer retains the exclusive right to establish minimum staffing guidelines for each nursing unit within the hospital. The Employer further reserves the sole right to adjust and/or modify

these standards when necessary. The above notwithstanding, the Employer shall meet the DHS regulations regarding minimum staffing ratios in every applicable unit.

The Association may grieve individual incidents when the Employer does not adhere to the minimum staffing guidelines.

It is further agreed these sporadic and/or individual incidents will not, however, be pursued to arbitration. Excluded from the grievance procedure are incidents where the guidelines are not met for only a portion of a shift (e.g., an employee leaves duty ill, census changes, etc.).

Chronic incidents within a given unit, defined as recurring, frequent and/or repetitive, may be appealed by the Association to arbitration.

Remedy, in any such instances, will not be financial in nature, but a commitment from the Employer to adhere to its minimum guidelines and staff accordingly.

6. TWELVE (12) HOUR SHIFTS AT STRAIGHT TIME PAY

Status Definition

Grandfather Status

Full-time: Seven (7) twelve (12) hour shifts per pay period. Three (3) shifts one (1) week; four (4) shifts, the second (2nd) week. Registered Nurses currently on this schedule are considered grandfathered in this schedule. Should an RN transfer out of their current department/unit, this schedule will no longer be available to said RN.

Full-time

Full-time: 1) Six (6) twelve (12) hour shifts per pay period, three (3) shifts each week; or 2) Six (6) twelve (12) hour shifts per pay period, three (3) shifts each week, and an additional 128 compensated hours per calendar year.

Part-time

Part-time: Four (4) twelve (12) hour to five (5) twelve (12) hour shifts per pay period, e.g., two (2) shifts one (1) week followed by

two (2) or three (3) shifts the next week, or three (3) shifts one (1) week followed by two (2) shifts the following week.

Per Diem

The Per Diem commitment is minimum availability of five (5) shifts per month, with two (2) of the shifts on weekends. Scheduled per diem shifts must match employer needs at least 90% of the time. Per Diem nurses must make themselves available on two (2) of the following days: Valentine's Day, Easter, Mother's Day, Halloween, day after Thanksgiving, Christmas Eve, and New Year's Eve. The Employer has no obligation to schedule or work any per diem nurse.

Workweek

The workweek for all Registered Nurses on the twelve (12) hour staffing pattern will commence Sunday night at 12:01 a.m. and end on Saturday night at midnight.

Definition of Weekend for Night Shift

The weekend for night shift, for the purposes of this Agreement, will be Friday and Saturday.

Every Other Weekend Off. Registered Nurses, regardless of status (Full-time, Part-time or Per Diem) will be scheduled every other weekend off.

Pay Practices

When a Registered Nurse works a twelve (12) hour shift, he/she is paid at straight time for the first three (3) shifts worked in a workweek. These are recorded as "regular" hours.

The overtime rate of pay of one and one-half (1 1/2) times the employee's base rate of pay shall be paid for:

All hours worked in excess of forty (40) hours in a workweek (workweek is defined as the seven (7) day period commencing at 12:01 a.m. Sunday).

All hours worked on the sixth (6th) consecutive day of work within a workweek, except when such schedule results from the request of the employee.

Two (2) times the employee's base rate of pay shall be paid for:

All hours worked in excess of twelve (12) within one day (day is defined as the twenty-four (24) hour period beginning when the employee commences work and the twenty-four (24) hour clock remains set until the employee is not on the clock at the end of the preceding twenty-four (24) hour period).

All hours worked on the seventh (7th) consecutive day of work within a workweek.

Two and one-half (2 1/2) times the employee's base rate of pay shall be paid for:

All hours worked in excess of sixteen (16) hours within one (1) day (day is defined as the twenty-four (24) hour period beginning when the employee commences work and the twenty-four (24) hour clock remains set until the employee is not on the clock at the end of the preceding twenty-four (24) hour period).

All hours worked on designated holidays.

Consecutive Days

A Registered Nurse is not considered to have had a day off unless twenty-four (24) hours have elapsed from the end of the last shift worked until the beginning of the next shift.

Meal Period and Rest Periods

Registered Nurses will have one (1) unpaid thirty (30) minute meal period and three (3) paid fifteen (15) minute breaks per twelve (12) hour shift.

Shift Differential

A day shift twelve (12) hour Registered Nurse will receive evening shift differential for all hours worked after 3:30 p.m. A twelve (12) hour Registered Nurse working an evening/night twelve (12) hour shift will receive evening shift differential up until midnight and night shift differential from 12:01 a.m. to 8:00 a.m.

Shift differential will not be included in the base rate for purposes of calculating overtime.

Shift differential will be paid only for hours worked and not for any absence or for any paid leave provision identified in the agreement.

Designated Holiday Scheduled Off (Full-time)

Paid at eight (8) hours at the straight time rate of pay.

Vacation and Sick Leave

Full-time: Paid at forty (40) hours for a week of vacation or sick leave and at twelve (12) hours straight time for single day(s) of vacation or sick leave.

Workers' Compensation, State Disability Insurance or Family Temporary Disability Insurance weekly integration payments will be handled in increments of forty (40) hours/week.

Educational Leave Pay Options

Pay for a Scheduled Day: Eight (8) or twelve (12) hours of Educational Leave will be paid for each shift.

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

Jury Duty

Jury Duty is paid at twelve (12) hours per day. The entitlement for Jury Duty will be in accordance with the provisions of the Collective Bargaining Agreement.

Bereavement Leave

Bereavement Leave will be paid at twelve (12) hours per day. The entitlement for Bereavement Leave will be in accordance with the provisions of the Collective Bargaining Agreement.

Reporting Pay

A Registered Nurse who reports to work without receiving prior notice that no work is available will receive two (2) hours' reporting pay unless the Employer has made an attempt to contact her/him.

Floating, KTO, and Voluntary Sign-up

Floating, KTO and voluntary sign-up will follow the agreements specified in the collective bargaining agreement.

Future Vacancies

Future vacancies will be posted according to unit needs.

Terms of Agreement (To be signed by the Registered Nurse)

I understand the terms and conditions of the twelve (12) hour schedule at straight time pay. I further understand that I will receive only one (1) unpaid thirty-minute (30) duty free meal period. I consent to this arrangement.

7. VOLUNTARY ADDITIONAL HOURS AND OVERTIME (TA 1-11-16)

Availability

Full time, Part time, and Per Diem RNs who desire to make themselves available for additional hours/shifts or overtime will make their availability known to the Employer after the posting of the schedule and in writing. If the availability of the RN and the Employer's staffing needs match, the RN will be confirmed by the Staffing Office for those hours.

The Nursing Staffing Office will maintain a list of RNs who desire additional hours/shifts/or overtime. If the RN has indicated that he/she only wants to work in a specific unit, that desire will be noted. If there is no overtime available in the unit, the RN can be passed for that shift.

Priority shall be given first to RNs who have submitted their availability in writing within seven (7) calendar days after the posted schedule, then to RNs who have submitted their availability more than seven (7) calendar days after the posted schedule in accordance with the order below.

Additional Hours

Assignments of Additional Hours for full shifts will be made prior to the need of the shift by seniority with preference given to RNs in the same unit/shift where the additional hours are needed who would not incur overtime before offering such additional hours to RNs in other units/shifts by seniority who would not incur overtime.

Overtime

Once the Employer has determined it will offer overtime for full or partial shifts, overtime will be offered by seniority with preference given to RNs in the same unit/shift where the overtime is needed before offering such overtime to RNs in other units/shifts by seniority.

Unexpected Vacancies Entire Shifts

The manager will fill last minute unexpected vacancies where need is anticipated for the whole shift in accordance with procedures for filling of Additional Hours and Overtime.

Unexpected Partial Shift Needs

For unexpected partial shift needs, the Employer will offer the overtime to RNs by seniority who are on duty and work in the same unit, then to other RNs in the bargaining unit.

Surgery

If it is anticipated that additional time is needed to finish surgery cases that will not conclude by the end of the shift, the additional time shall be offered to RNs who are on duty by seniority, then to RNs who signed up for additional voluntary hours.

8. NEW TECHNOLOGY (TA 2-03-16)

The Employer and Association recognize that new technologies continue to advance the medical field, improving the quality and efficiency of care provided to patients, and may affect the practice of Registered Nurses. Both parties acknowledge that the intent of utilizing new technology is not to replace, but to assist the Registered Nurse to provide safe, therapeutic and effective patient care and to support, and not interfere with clinical decision making which allows nurses to focus on key aspects of their professional responsibilities within the structure of nursing process, including the individualized assessment and care of the patient. In addition, a Registered Nurse shall not be required to place his/her professional license in jeopardy through the use of new technology. The Employer agrees to notify the Association of the implementation of new technologies that materially affect the working conditions of Registered Nurses.