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K#: **7962**

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Union: **California Nurses Association**

Local:

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NAICS: **62211**

Sector: **P**

Number of Workers: **8300**

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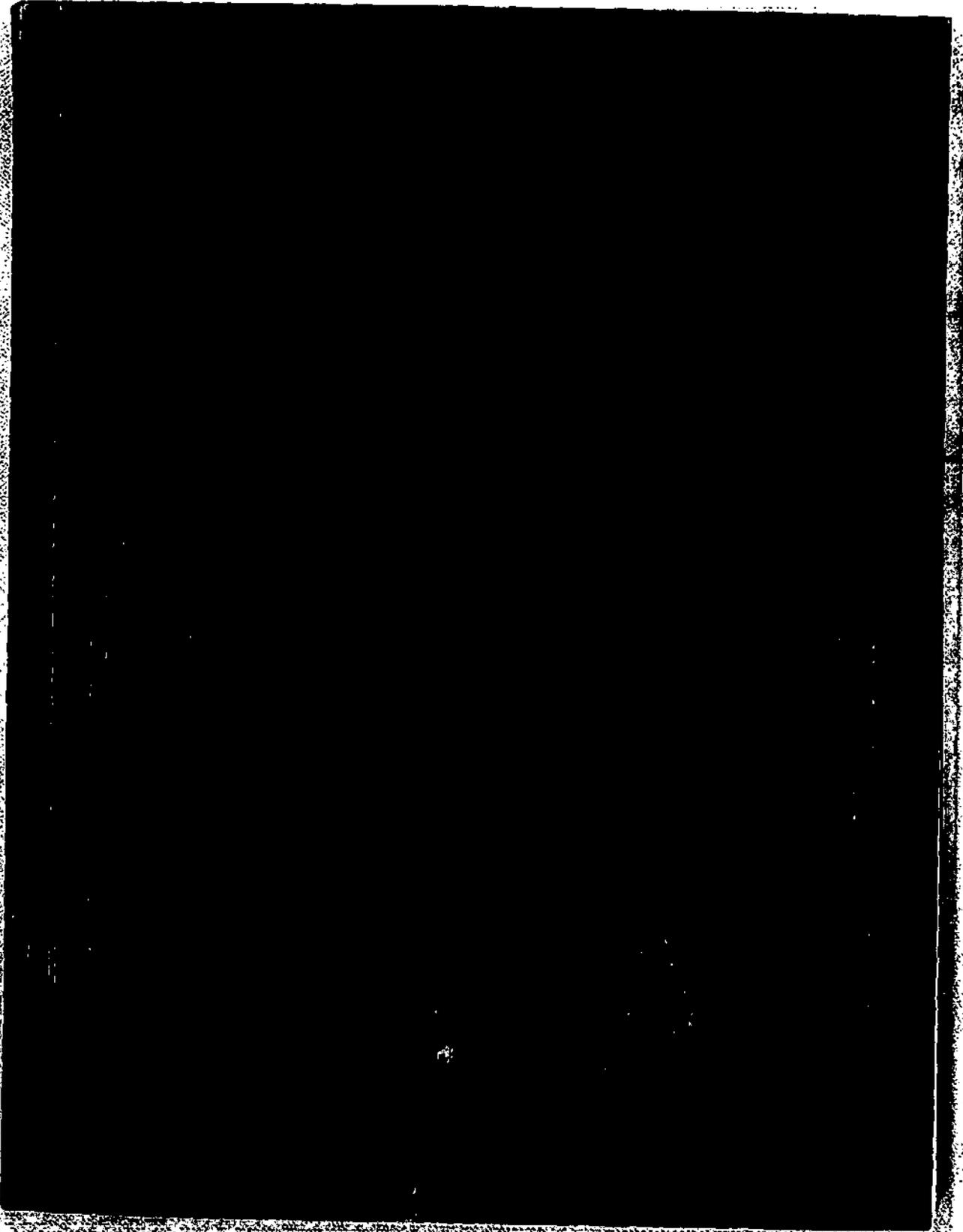
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AGREEMENT

Between



KAISER PERMANENTE.

KAISER FOUNDATION HOSPITALS
AND
THE PERMANENTE MEDICAL GROUP, INC.

AND



CALIFORNIA NURSES ASSOCIATION

SEPTEMBER 1, 2002 THROUGH AUGUST 31, 2006

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AGREEMENT

THIS MASTER AGREEMENT, made and entered into this first day of September 20 by and between the CALIFORNIA NURSES ASSOCIATION (hereinafter referred to "the Association"), and KAISER FOUNDATION HOSPITALS and THE PERMANENT MEDICAL GROUP, INC. (hereinafter collectively referred to as "Employer"), covers Registered Nurses (hereinafter referred to as "Nurses"), in those classifications specified in Article XXIV who are employed in existing facilities of the Employer located in Northern California.

PREAMBLE

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

100 ARTICLE I - RECOGNITION

101 The Association, having established that it has been designated collective bargaining agent by a majority of the Nurses covered by this Agreement, hereby recognized by the Employer as the sole bargaining agent representing such Nurses (including Interim Permittees) for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.

200 ARTICLE II - COVERAGE

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

300 ARTICLE III - ASSOCIATION SECURITY

Section A - Required Membership

301 It shall be a condition of employment that all Nurses of the Employer covered by this Agreement shall remain members of the Association in good standing and those who are not members on the execution date of this Agreement become and remain members in good standing of the Association. It shall also be a condition of employment that all employees covered by this Agreement

and hired on or after its execution date shall, within thirty-one (31) days following the beginning of such employment, become and remain members in good standing in the Association. If a Nurse applies to CNA, and is deemed to be a charity payer by CNA by virtue of his/her religious affiliation, the list of charities that s/he can donate to as fulfillment of the contract obligation are: American Heart Association, American Cancer Society, AIDS Foundation, Planned Parenthood and Doctors Without Borders. The Nurse must show proof to CNA no later than April 30th and October 31st of each year of having made the contributions in the amount required.

Section B - New Employee Notices

302 At the time of employment, a copy of this Agreement shall be given by the Employer to each Nurse and specific attention shall be called to the obligation of this provision. The Employer shall also give to each Nurse at the time of employment the current Association form authorizing voluntary payroll deduction of monthly dues. Within thirty (30) days after the execution date of this Agreement, the Employer will provide the Association with a master list of all employed Nurses who are subject to the provisions of this Agreement giving the electronic data agreed to between the Parties. On or before the tenth (10) of each month subsequent to the establishment of the master list, the Employer will forward to the Association the electronic data agreed to between the Parties.

Section C - Maintenance of Membership

303 Employees who are required hereunder to maintain membership and fail to do so and employees who are required hereunder to join the Association and fail to do so, shall upon notice of such action in writing from the Association to the Employer and after counseling by the facility, be given fourteen (14) days' notice of termination or shall be allowed to resign with proper notice to the facility.

Section D - Payroll Deduction of Association Dues

Written Assignment

304 The Employer will deduct Association membership dues from the salary of each Nurse who voluntarily agrees to such deduction and who submits an appropriate written authorization to the Employer, setting forth standard amounts and times of deduction. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of the current Labor Agreement between the Employer and the Association, whichever occurs sooner.

Remittance

305 Deductions shall be made monthly and remitted to the California Nurses Association.

Section E - Indemnification

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

Section F - No Discrimination

307 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Association or activities on behalf of the Association, and the Association agrees that employees covered hereby shall be admitted to membership without discrimination. Neither the Employer nor the Association shall discriminate for or against any employee or applicant for employment covered by this Agreement, nor for purposes of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, classification, or discipline on account of race, color, religion, national origin, age, sex, or political affiliation. It is the continuing policy of the Employer and the Association that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex, sexual orientation, political affiliation, marital status, handicap, medical condition, disabled veteran, and veterans of the Vietnam era as defined by Federal and State laws.

Section G - Association Assistance

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

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

Section H - Association Visiting Rights

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

Section I - No Conflicting Agreements

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

Section J - Nurse Representative

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

400 ARTICLE IV - BULLETIN BOARDS

- 401 To ensure reasonable access to information, each facility will provide bulletin boards in central and convenient location(s) using a guideline of a minimum of one (1) bulletin board for each one hundred (100) Nurses or portion thereof on the staff. When reasonable access cannot be achieved at

a specific facility within the above guideline, a representative from the Association and the Human Relations Consultant of the facility will meet to determine a mutually agreeable solution. Requests for additional bulletin board access shall not be unreasonably denied. A designated Association representative shall be responsible for posting material submitted by the Association, a copy of which shall be furnished to the Employer before posting. The Association agrees that no controversial material shall be posted. It is further agreed that the Employer shall post position vacancies as provided in Article IX of the contract on such bulletin boards.

500 ARTICLE V - PERSONNEL CATEGORIES

Section A - Probationary Nurses

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

Section B - Regular Nurses

- 502 A Regular Nurse is defined as a Nurse who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per week. Any Nurse designated as a Regular Nurse shall accumulate and receive all fringe benefits as provided in this Agreement when the Nurse becomes, and so long as the Nurse remain, a Regular Nurse. (Regular part-time Nurses shall receive prorated benefits pursuant to paragraphs 2401-2403.)

Section C - Short-Hour, Temporary and Casual Nurses

- 503 A Short-Hour Nurse is one who is regularly scheduled to work on a predetermined work schedule of less than twenty (20) hours per week.
- 504 A Casual Nurse is one who is employed to work on an intermittent basis.
- 505 A Temporary Nurse is one who is hired as an interim replacement, or one who is hired for temporary work on a predetermined work schedule which does not extend beyond three (3) calendar months.

Section D - Staff Nurse Categories

Staff Nurse I

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

Staff Nurse II

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

Section E - Preceptors

- 508 A preceptor is a Registered Nurse designated by the Employer to perform that role. Qualified RNs who volunteer to be designated as preceptors will be selected by seniority to attend an Employer-provided preceptor-training program. In each department where preceptors are assigned, the Employer shall make such assignments on a rotational basis by seniority from RNs who have volunteered to be preceptors.
- 509 Preceptorships shall be conducted in accord with each department's established criteria, after review by the PPC.
- 510 To be considered for assignment as preceptor, a RN must have been employed by the Employer for at least six (6) months, shall have at least two (2) years of satisfactory experience as a RN in the relevant area of clinical expertise, and demonstrated current competency in the department which the RN is assigned. If there are no qualified volunteers in a department, and a qualified nurse with less than two (2) years of experience who meets the other criteria of this paragraph volunteers, that nurse may be designated and assigned as a preceptor.
- 511 Each RN designated to perform as a preceptor shall attend an Employer-provided preceptor-training program prior to performing those duties. Each RN shall be paid the RN's regular hourly rate for attending the training.
- 512 A RN who is designated as a preceptor shall receive additional compensation of \$1.50 per hour above the RN's hourly rate for each hour that the RN is assigned to perform preceptor duties and responsibilities.
- 513 When a RN is assigned to perform preceptor duties, the Employer will make reasonable efforts for the preceptor to be relieved of a direct care assignment, according to the department's preceptor program.

- 514 The preceptor will not be called back into the staffing mix except during an emergent situation in which reasonable attempts to obtain appropriate staff resources have failed. The RN being precepted will be assigned duties as determined by the preceptor, manager and the RN being precepted.

Section F -- Float Department

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

Purpose:

- 516 The Float Department will:
- Provide hospitals and outpatient clinics a deployable, flexible RN/NP staff based on operational needs.
 - Provide flexible work environments for RNs/NPs.
 - Assist in providing sufficient staff for census fluctuations, and vacations, education, sick, and other leave replacements.

Principles

- 517 The Float Department shall:
- Be a discrete department with benefited and non-benefited positions (full time, part time, short hour, per diem).
 - Have posted start and finish times.
 - Be above and not displacing core staffing.
 - Have pre-scheduled positions, hours and times in accordance with the collective bargaining agreement. Per diems will be scheduled on an as needed basis.
 - Comply with the Side Letter regarding No Cancellation Policy dated September 1, 2002.
- 518 The Float Department RNs/NPs shall:
- Have three (3) years experience as an RN/NP and demonstrated competency in areas of assignment as determined by Performance

Based Development System (PBDS) or unit-specific competency assessment tool.

Float to three (3) distinct nursing units and shall receive a five percent (5%) differential. Individual RNs/NPs may elect to voluntarily float to more than three (3) distinct nursing units, but shall not be required to do so. A regional task force comprised of nursing administration and RNQLs will develop guidelines to assist hospitals and outpatient clinics in identifying distinct nursing units within six (6) months of ratification of the collective bargaining agreement.

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

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

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

Bidding rights shall be in accordance with the collective bargaining agreement, Article IX - Position and Filling of Vacancies, Section A - Posting, paragraph 901 of the agreement dated September 1, 2002 - August 31, 2006.

The provisions of this section shall apply so long as the Letter of Agreement on No Cancellation referenced in Appendix E of this Agreement remains in effect.

600 ARTICLE VI - CHANGE IN STATUS

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

Regular Full-time to Regular Part-time

- 602 Stay in the same tenure step.
- 603 Keep same anniversary date for tenure and benefits.
- 604 Carry over fringe benefit accumulation to date of change, prorated fringe benefit accumulation after date of change.

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

- 605 Stay in the same tenure step.
- 606 Further tenure step movement on next anniversary date provided Nurse meets the one thousand (1,000) hour work requirement set forth above Article XXIII Section C - Tenure Increases.
- 607 Pay off earned and accrued vacation for which the Nurse is eligible and pay off earned holidays that have not been paid.

Regular Part-time to Regular Full-time

- 608 Stay in the same tenure step.
- 609 Keep same anniversary date for tenure and benefits.
- 610 Carry over fringe benefits accumulated as of date of change; after date of change, accumulate fringe benefits at full-time rate.

Short-Hour, Temporary and Casual to Regular Full-time

- 611 Stay in the same tenure step.
- 612 Further tenure step movement on next anniversary date provided Nurse meets the one thousand (1,000) hour work requirement set forth above (Article XXIII, Section C - Tenure Increases).
- 613 Starts fringe benefit accumulation at full-time rate as of date of change in status. However, if the Nurse previously was a Regular full-time or Regular part-time with no break in service, the Nurse retains for fringe benefit accumulations the same date the Nurse had when a Regular full-time or Regular part-time Nurse, adjusted forward for the length of time in Short-Hour, Temporary and Casual status. The Nurse also in such cases retains any unused sick leave accumulated while in Regular full-time or Regular part-time status.

Short-Hour, Temporary and Casual to Regular Part-time

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

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

700 **ARTICLE VII - HOURS OF WORK**

Section A - Payroll Week, Work Week and Payroll Day

Payroll Week

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

Work Week

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

Payroll Day

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

Section B - Straight-Time

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

Four-Shift Schedule

705 Effective April 1, 1980, Regular full-time Nurses on the night shift with one (1) or more years of service and Regular full-time Nurses on the evening shift with four (4) or more years of service with the Employer shall have the right to elect a regularly scheduled four-shift week. Such Nurses shall be compensated at four-fifths (4/5ths) of their regular weekly salary, and Article VII, Section G - Weekends Off, shall be

applicable. A Nurse exercising this option shall be granted two (2) consecutive night or evening shifts off, respectively, each week. Where a facility has had a more liberal consecutive days off program for Nurses working four (4) nights or evenings a week, such more liberal program shall not be revised by reason of the foregoing provision.

Implementation

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

Section C - Overtime

No Mandatory Overtime

707 There shall be no mandatory overtime except during a state of emergency declared by City, County, State or Federal authorities, or during a short-term (not to exceed 24 hours) City or County mandatory diversion override. In the event of such a state of emergency or diversion override, the Facility/Facilities will take all reasonable steps to utilize volunteers and to obtain coverage from other sources prior to mandating overtime.

Overtime Defined

708 If a Nurse works in excess of forty (40) hours in any one payroll week, or eight (8) hours in any one payroll day, or in excess of eight (8) hours in consecutive time excluding meal period, such Nurse shall be paid at time and one-half (1 1/2) the Nurse's straight-time rate for such work in excess of eight (8) hours.

709 Double the employee's regular straight-time hourly rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours in any one work day, excluding meal period.

Authorization of Overtime

710 All overtime worked must be paid according to State Labor Law. All overtime worked by a Nurse should be authorized in advance if possible, otherwise the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the Nurse shall record the overtime on the day overtime is

worked, and the reasons therefore on a record made available by the facility, and given to the Supervisor at the earliest opportunity.

Lunch Period and Payment for Lunch Time Worked

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

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

Timekeeping

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

Overtime Conversion Table

714 Daily Conversion Table - Minutes to Tenths

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

Inclusion of Differentials

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

Distribution of Daily Overtime

716 The facility will use its best efforts to distribute daily overtime work among Registered Nurses on each shift and each unit on an equitable basis. For the purposes of this paragraph, daily overtime is defined as not more than four (4) hours before or after the regular shift worked, in addition to the employee's regular eight (8) hour shift.

No Duplication of Overtime Payments

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

Section D - Rest Periods

718 Each Nurse shall be granted a rest period of fifteen (15) minutes during each half shift without deduction in pay.

719 Should a Nurse anticipate the inability to take a rest break at the regularly scheduled time due to workload requirements, he or she shall make all reasonable efforts to notify the responsible supervisor. Should the Employer be unable to provide a work break as described above, it shall comply with applicable state law governing Employer responsibilities when the break is missed.

720 All ten-hour shifts are voluntary and a RN/NP may return to a regular eight (8) hour schedule upon four (4) weeks notice to the Employer of their decision to return to an eight (8) hour shift. The Parties agree that the RN/NP working a ten-hour shift shall work a regular eight (8) hour shift and the two additional hours shall be used either as a Resource Nurse or to fulfill other clinical responsibilities, based upon unit/department requirements.

Section E - Alternative Shifts

721 The Employer may post ten (10) or twelve (12) hour shifts in any unit in accordance with the following:

Posted ten (10) and twelve (12) hour shifts shall include shift differential based on the shift during which the majority of hours are worked.

RNs/NPs in a ten (10) or twelve (12) hour shift position shall be entitled to use their maximum accrual of holiday benefits for holidays that fall on a regularly scheduled day off in eight (8), ten (10), or twelve (12) hour increments until their accrual is exhausted. All regular hours worked by a RN/NP in a ten (10) or twelve (12) hour shift will be paid at the RNs/NPs straight time rate, plus applicable differential, except when that shift falls on a contractually recognized holiday per paragraph 2801.

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

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

No medical center shall post or fill more than 25% of its RN/NP positions as twelve (12) hour shifts under this provision without the written agreement of the Association.

Section F - Weekends Only Position

722 "Weekends Only" positions are defined as the following:

Regular part-time benefited twenty (20) hour position configured as two (2) ten-hour shifts on Saturday and Sunday. Nurses who elect this option will not be eligible for daily overtime for their regular Weekends Only Position hours.

Regular part-time benefited twenty (20) hour position configured as five (5) eight-hour shifts in the two-week payroll period, of which two shifts each week must fall on Saturday and Sunday. If the weekend shifts are less than eight (8) hours, working the full shifts and a total of twenty (20) hours shall qualify for this position (e.g., six (6) hours on Saturday, six (6) hours on Sunday and eight (8) hours during the remaining part of the week).

Short-Hour non-benefited sixteen (16) hour position configured as two (2) eight-hour shifts on Saturday and Sunday. Should the Employer initiate sixteen (16) hour, benefited positions for any

other employee group, this option shall immediately be made available to CNA represented RNs/NPs.

723 Requirements for Implementation

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

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

724 Under no circumstance will any RN/NP who is awarded a Weekends Only Position be eligible for the third weekend penalty pay referenced in paragraph 727 of the Agreement.

Section G - Weekends Off

Definition of Weekend

725 A weekend means Saturday and Sunday, except in the case of a night shift it means Friday and Saturday, except as provided in paragraph 727 below.

Guarantee of Weekends Off

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

Scheduling and Payment of Third Consecutive Weekends

727 In the administration of third weekend penalty pay, the weekend will be defined as either Saturday or Sunday. In order to qualify for third weekend pay, the Nurse must perform work on the second of three consecutive weekend periods, i.e. any work on either Saturday or Sunday, in accordance with the provisions of this paragraph. All hours worked on the third and following consecutive weekends shall be paid at the penalty

rate and payment shall be made for any time actually worked by such nurse. The Employer reserves the contractual right to utilize employees for weekend work for which the penalty would not apply, including but not limited to (a) employees who have waived the penalty, (b) employees available for work on a non-premium basis, and (c) employees available for work on a premium (overtime) basis but not a penalty basis. If a nurse refuses to waive third weekend pay when he/she volunteers for work for a weekend that occurs between two regularly scheduled weekends, and that nurse is bypassed for the second weekend by management in anticipation of and in order to prevent the liability of third weekend penalty pay, the Parties agree that there is no contract violation.

No Reduction of More Liberal Policy

- 728 The Employer will not change a more liberal policy now in effect.
- 729 Full-time Nurses who presently receive every second weekend off shall continue under this arrangement during the term of this Agreement. All other full-time Nurses shall receive every third weekend off. If such time off, as provided above, is not granted, the Nurse involved shall be paid time and one-half (1 1/2) for working a second weekend in a row or a portion thereof, and double-time (2) for each third weekend in a row and every subsequent weekend until granted a weekend off.

Waiver in Case of Catastrophe

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

Section H - Rest Between Shifts

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

Section I - Premium Pay After Seven Consecutive Days of Work

- 732 A Nurse who works more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1 1/2) for each day worked or portion thereof until granted a day off. This provision may be waived

on the request of an individual Nurse and with the agreement of the Supervisor as provided in Section J - Waivers, below.

Section J - Waivers

- 733 The above Article VII, Section G - Weekends Off, Section H - Rest Between Shifts and Section I - Premium Pay After Seven Consecutive Days of Work may be waived on the request of an individual Nurse and with the agreement of the supervisor. Such requests for waiver shall be in writing and the individual Nurse shall indicate the time period during which such waiver shall be in effect. The facility shall furnish a copy of such written waiver to the Nurse Representative at that facility designated by the Association for such purpose.

Section K - Premium Pay for Seventh Consecutive Day

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

Section L - Posting of Work Schedules

- 735 Posting of Work Schedules for In/Outpatient Operations:

Nurses will be scheduled in no less than four week cycles with the work schedules and days off posted no less than fourteen (14) days in advance. Schedules shall be consistent from month to month with a weekend pattern, where applicable, including weekends off in accordance with Section G.

- 736 Posting of Work Schedules for Appointment and Advice Call Centers:

Posting of work schedules for Call Centers will be in accordance with Side Letter entitled "Scheduling of Work-Appointment and Advice Call Centers," dated September 1, 2002.

Section M - Reporting Pay

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

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

738 The Employer shall not cancel a regular shift and then offer the canceled employee a partial shift of four (4) or more hours. The Employer can notify the Nurse that instead of him/her being canceled, a full shift is being offered but some of the hours can be for nursing duties "as assigned" at the Employer's discretion and for which the employee is qualified to perform.

739 It is understood that the No Cancellation Letter of Agreement shall supercede the above where conflicts exist between paragraphs 737 and/or 738 and specific provisions of the No Cancellation Letter of Agreement so long as such Letter of Agreement remains in effect.

740 It shall be the responsibility of the Nurse to notify the Employer of the Nurse's current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements, and the payment of the above minimum guarantee. If a Nurse is terminated and is not notified before the start of the next shift that the Nurse would have worked otherwise, the Nurse shall receive four (4) hours' pay in accordance with the provision of this Section.

741 If a Nurse, other than Regular full-time is called to work on what would otherwise have been a regularly scheduled day off, and if the Employer fails to give one (1) hour's notice before the start of the required shift, the Nurse shall be paid for the hours of work actually performed plus one (1) hour but not to exceed eight (8) hours pay in any one (1) shift unless the Nurse works more than eight (8) hours in that shift.

Section N - Split Workweek Premium

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

Section O - Absence Notification

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

800 ARTICLE VIII - SENIORITY

Section A - Seniority, Accumulation and Application

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

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

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

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

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

Department

804 A department is typically defined as a unit such as Pediatrics, OB, ICU, ER, Dermatology, OR, etc. (Each entity shall establish the department applicable to its particular operations).

Facility

805 A facility is defined as a medical center, such as Oakland, Richmond, Hayward, etc.

Bargaining Unit

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

Section B - Availability For Extra Shifts (In-Patient Operations Only)

807 Registered Nurses who wish to work additional shifts beyond their regular schedules may express their availability in accordance with each facility's Availability Policy. Availability for the purposes of this document means that any Nurse expressing availability for any shifts agrees to work if scheduled. Such availability for a scheduled shift shall remain in place unless modified or withdrawn by the Nurse pursuant to facility policy prior to seventy-two (72) hours before the commencement of the shift.

808 Nurses shall be selected to work extra shifts based upon scheduling needs and seniority in accordance with the following priority:

Employees available on a straight time basis;

Employees available on an overtime basis;

Employees available on a penalty pay basis.

809 Nurses making themselves available shall be able to exercise their seniority up to 72 hours prior to the beginning of the shift. As of seventy-two (72) hours prior to the shift, Nurses selected in accordance with the above priority shall be confirmed to work. Previously scheduled but less senior nurses who are displaced under this provision shall be so notified by the Employer immediately upon displacement. Nurses confirmed to work at seventy-two (72) hours shall be expected to report to work as scheduled.

810 A Nurse who removes his or her availability at time of confirmation shall be re-listed for availability purposes in the least senior position, unless such Nurse resubmits availability for the desired shift to the staffing office in accordance with facility policy.

811 Nurses who are not confirmed at seventy-two (72) hours shall remain on the availability list until the shift commences, but such Nurses shall not have any displacement rights over junior Nurses that have been previously confirmed. Selection of any employees to work after the seventy-two (72) hour period shall continue to be as provided for in paragraph 808, above.

Section C - Breaking A Seniority Tie

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

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

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

Section D - Layoff and Recall

813 A layoff, as referred to above in Section A - Seniority, Accumulation and Application, is defined as an involuntary change to unpaid status of more than fourteen (14) consecutive days.

Reduction in Force of Less than Fourteen (14) Days

814 For reduction in force of fourteen (14) days or less (for example, but not limited to daily cancels, low census), scheduled hours will be reduced or canceled in the following order in the affected department:

Registry personnel.

Volunteers to reduce or cancel hours.

Nurses with the least bargaining unit seniority (inverse seniority) in the following group:

Casual and Temporary, Regular and Short-Hour working beyond regular schedule (extra hours or days) in that payroll week.

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

- 815 Nurses who are involuntarily reduced shall be offered work within her/his facility that is being performed by registered nurse registry personnel provided such nurse, (1) is qualified to perform the work and (2) such assignment will not adversely affect patient care.
- 816 Nurses who volunteer or are involuntarily reduced shall have the option (if applicable) to take earned vacation, a holiday, compensatory time, or unpaid leave of absence.

Layoffs

- 817 In the event of a layoff, on the request of the Association or the Employer, the Parties shall investigate the feasibility of a work-share arrangement among Nurses, and may, by mutual agreement, institute such a work-share arrangement. If no agreement is reached on a work-share arrangement, Nurses who are laid off shall have seniority among themselves and shall be given first preference for position vacancies in the Northern California Region provided (1) that the Nurse is qualified to fill the vacancy and (2) approval of the application will not adversely affect patient care. Laid off Nurses shall retain seniority for:

Six (6) months; or

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

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

- 818 Nurses shall be recalled in the inverse order of layoff.

Section E - Extended Layoffs

- 819 In the event the Employer implements a layoff of sixty (60) days or more, the Employer will notify and meet with the Association to discuss layoff and retention procedures specific to that situation. In any such layoff the Employer will retain Nurses based on their bargaining unit seniority within their assigned entity (hospital or clinic) and reassign the work provided the Nurse is qualified to perform such work and the reassignment will not adversely affect

patient care. See Appendix I, Letter of Agreement on Transition Assistance Program.

- 820 It is agreed that the reassignment selection process in the affected units will be based on seniority and the ability to be oriented, cross-trained, or trained within a reasonable period (see below) to perform available work as referenced above.
- 821 It is agreed that the definitions for orientation, cross-training, and training are as follows:

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

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

Training consists of more than eighty (80) hours and no more than three months. The Parties agree that nurses who require training shall only be reassigned to such units contingent on an expectation of success in such training within three (3) months or less. Nurses who require more than three (3) months training at the time of reassignment shall not be reassigned to such departments or units. Departments or units that meet these criteria include, but are not limited to, Critical Care, Labor and Delivery, Emergency, Oncology, GI Procedures, Surgical Services and Mental Health. The Parties shall determine if additional departments or units at a hospital or outpatient clinic where a layoff is to occur meet these criteria and should be subject to the same restrictions. The Employer may, but is not required to, provide additional training in order to enable a Nurse to be eligible for an assignment that requires training under this paragraph.

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

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

If during the training period management determines that a Nurse is not successfully progressing through the training period, and concludes that additional training will not be successful, or at the conclusion of the training period the Employer determines that a

Nurse failed to meet the objectives of the training/orientation program required for the new position, the Nurse will be assessed for competence to perform the job. The Employer has the right to lay off such Nurse without regard to bargaining unit seniority, provided there are no open positions for which the RN is qualified. The Employer will meet with the Union to identify all reasonable alternative placement options and make a good faith effort to agree on such placement prior to laying off the Nurse. Nothing herein shall preclude the Association from filing a grievance on behalf of the affected nurse.

823 At the end of the six (6) month layoff period, described in Article VIII, paragraph 817, the affected Nurse shall have the opportunity to elect per diem status with the Employer.

824 Recall of an employee who is laid off shall be in accordance with Article VIII, paragraphs 817-818.

Section F - Implementation of Seniority System

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

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

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

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

Section G - Non-Registered Nurse Experience

827 Newly classified Registered Nurses who have had previous experience with the Employer in a Kaiser Permanente facility covered by this Collective

Bargaining Agreement in a nursing classification shall be given prorated seniority credit on the basis of one (1) year's seniority for every three (3) years of continuous service with the Employer in such a nursing classification. The nursing classifications that are eligible for credit are: LVN, CNA, Nursing Assistant (or Care Partner), certified personnel such as Respiratory Techs and X-Ray Techs, and other classifications or individuals whose experience is relevant and mutually agreed upon by the Parties.

900 ARTICLE IX - POSITION POSTING AND FILLING OF VACANCIES

Section A - Posting

901 Registered Nurse positions under this Agreement which are permanently vacated or newly created in a given entity shall be posted on the bulletin board for one (1) day within the department in which they occur. Nurses with six (6) or more months of service within the department shall be given preference in filling such position on a seniority basis. If the position is not filled from within the department in accordance with the foregoing, the vacancy shall be posted for five (5) days in the facility where it occurs.

902 Applicants who successfully bid on a posted position shall be transferred to the new position as soon as reasonably possible subject to operational requirements. Under no circumstances shall the transfer be delayed more than one (1) month from the time the position is awarded unless by mutual agreement between the Parties.

903 For the purposes of this Section only, a Short-Hour, Temporary and Casual Nurse shall fulfill the requirement of six (6) months in a department upon completion of five hundred twenty (520) hours of work in that department.

904 All Short-Hour, Temporary, Casual Nurses, or Nurses assigned to a float pool department position who begin work in a given department shall become eligible for bidding on vacancies within that Department after completion of five hundred twenty (520) hours therein. Such Nurses who at the time of ratification, have already worked some time toward the previous departmental eligibility requirement of six (6) months, shall have that time converted to hours, which will then be applied toward the new five hundred twenty (520) hours requirement. Such conversion shall be calculated on the basis of one (1) month of service under the old requirement equaling eighty-seven (87) hours under the new requirement. The Nurses referenced above who fulfill the five hundred twenty (520) hour requirement within a department(s) shall retain seniority rights in no more than two (2) departments where the preponderance of their work is performed, and Nurses shall forfeit those seniority rights in any such department where no work is performed within a calendar year.

905 The intention of this Section is solely to establish twenty-four (24) hour bidding rights for all Nurses whose exclusive assignment is to float.

906 Should a conflict in interpretation between the above language and that of the Float Pool Department occur, the provisions of the Float Pool Department (paragraphs 515-518) shall apply.

Section B - Special Notification to Absent Nurses

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

Section C - Preference in Filling Vacancies

908 Nurses employed by the Employer may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis provided (a) the Nurse is qualified to fill the vacant position and (b) approval of the application will not adversely affect patient care. An inter-facility/entity transfer or promotion request will constitute an automatic bid for an open position for ninety (90) days following submission of such request. Written requests for promotions, shift assignments and lateral transfers within the entity may be submitted in advance for jobs that may subsequently become vacant. A Nurse may determine the status of her/his transfer request or outcome of a posted position by contacting the local Human Resources Staffing/Recruitment Office.

909 The order for awarding bids is first to the one day departmental posting and second to the facility wide (KFH and TPMG) five (5) day posting. Vacancies remaining unfilled following the five (5) day facility posting shall be filled from among qualified internal applicants, if any, on a seniority basis regionally before outside applicants are considered. It is understood that for the purposes of expediency the five (5) day facility posting and the regional five day posting shall be administered simultaneously.

910 For purposes of the five (5) day facility bids, the following groupings shall apply;

Medical Centers	Satellite Facilities and Offsite MOBs*	
Fremont		
Fresno	Clovis (Fall 2003) First Street	Oakhurst Selma (Summer 2003)
Hayward	Union City Union City Landing	
Oakland	Alameda	
Redwood City		
Richmond		
Roseville	Folsom Riverside	Sierra Gardens
Sacramento	Davis Fair Oaks Point West	Professional Drive Rancho Cordova
San Francisco	French Campus	
San Rafael	Novato Petaluma	Downtown 3 rd St. 5 th Street
Santa Clara	Campbell Homestead (Fall 2004) Marina Playa	Milpitas Mountain View
Santa Rosa	Rohnert Park Round Barn	Stein Bldg (2004)
Santa Teresa/San Jose	Cottle Road Gilroy	
So. Sacramento	Elk Grove (2003)	
So. San Francisco	Bay Hill Daly City (2003)	901 El Camino
Stockton	Manteca Modesto	Tracy (2004)
Vallejo	Fairfield Napa	Vacaville
Walnut Creek	Antioch Deer Valley (2003) Livermore Martinez	Pleasanton Park Shadelands 710 Broadway (WCK)

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

Section D - Other Sources

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

Section E - Temporary Filling of Vacancies

- 912 The above does not prevent the Employer from filling the vacancy on a temporary basis for a temporary period up to a maximum of sixty (60) days unless such temporary period is extended by mutual consent. The Association agrees that it will not unreasonably withhold consent to extending the temporary period.

Section F - Limits on Applications/Six Month Bar

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

Section G - Registered Nurse Interviews

- 914 When employees of Kaiser Permanente obtain their Registered Nurse license, apply for and meet the posted requirements of a Registered Nurse position covered by this Agreement, they will be interviewed. This procedure shall not constitute a commitment to hire the employee and the employee shall not have recourse through the grievance procedure of this contract should they be declined for employment as a Registered Nurse.

1000 ARTICLE X - REGISTERED NURSE VACANCIES AND REPLACEMENTS

Section A - Overutilization

- 1001 If a Nurse works a consistent amount of additional hours/shifts each week for a period in excess of one hundred twenty (120) days, not including time specifically identified for vacation and/or education leave

replacement, and it is reasonable to expect the work to continue, the Association shall have the right to require the Employer to post and fill the position, with adequate notice, in accordance with Article IX.

Section B - Vacancies Not Filled

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

Section C - Vacancies Filled by Non-Registered Nurse

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

Section D - Coverage of the Contract

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

1100 ARTICLE XI - VACANCY NOTIFICATION

- 1101 Once a month each facility will notify the Association of any vacancies in Nurses' positions subject to this Agreement which have not been filled through the posting provisions of Article IX - Position Posting and Filling of Vacancies, and which have remained vacant thereafter.

1200 ARTICLE XII - STAFFING RATIOS

- 1201 The Employer and the Association shall work together in good faith to implement appropriate staffing levels for all patient care units covered by Department of Health Services (DHS) staffing ratio regulations. The Employer shall meet the minimum DHS regulations regarding ratios in every applicable unit. The Employer shall make reasonable, good faith efforts to exceed the DHS ratios. In addition to providing direct patient care, a Registered Nurse shall be accountable for coordinating care for

each patient, each shift, providing an effective transition of care between shifts and care settings, and for clinically directing the work of LVNs and unlicensed nursing staff.

1300 ARTICLE XIII - STAFFING/GRASP

Section A - Specifications

1301 Each Kaiser Foundation Hospital shall continue to implement, refine and maintain the GRASP system (workload measurement tool) in all applicable units. There is one model of staffing matrix utilized in all Kaiser facilities staffed by GRASP. This matrix shall be the traditional GRASP matrix.

1302 Each Kaiser Foundation Hospital shall designate a Facility GRASP Management Co-Chair and shall notify the CNA Kaiser Division Director of the Management Co-Chair's name.

1303 The purpose of this position is:

To assess and continue to implement GRASP in all patient care units of each hospital using data and recommendations obtained from joint audits and GRASP Committee Members, and other sources.

To serve as Management's Co-Chair of the GRASP Committee.

To serve as a consultant to Staff Nurses and other managers on implementation, utilization and maintenance of GRASP.

To monitor the Hospital's GRASP program.

To develop and implement a regular reporting mechanism to staff Registered Nurses, and nursing administration.

To assist the members of the GRASP Committee in establishment of guidelines for the committee.

To assist the members of the GRASP Committee in learning to interpret GRASP data.

To designate the nurse managers, the units they represent, and ensure their active participation on the GRASP committee.

Section B - Establishment of Committee

1304 Each Kaiser Foundation Hospital shall establish and continue to operate a GRASP Committee. This committee shall fulfill 1996 Title 22: Section 70217 (c) (d) (e) as the staffing committee for all patient care units or departments using GRASP or other specialty organization/staffing criteria.

Section C - GRASP Committee Objective/Responsibilities

1305 It is the responsibility of the GRASP Committee to:

Participate in the development and implementation of the GRASP system in bed units.

Participate in the assessment, continued planning, and evaluation of the system.

Recommend the type and extent of GRASP training.

Recommend guidelines to Hospital Nursing Administration on the implementation and operation of the GRASP system as a staffing tool.

Recommend to Nursing Administration in writing: Options, alternatives, protocols and procedures for prioritizing nursing care in those instances when NCH (Nurse Care Hours) are greater or less than PCH (Patient Care Hours). Within thirty (30) calendar days Nursing Administration shall provide the GRASP committee with a written response to these recommendations.

Review periodically, as determined by the GRASP committee, on a unit by unit basis, GRASP related statistics such as Patient Care Hours, Nursing Care Hours, percentage utilization, Inter Rater Reliability Audits (IRRA) and staffing matrices.

Serve as a consultant on the development of staffing matrices, and no matrix shall be implemented without the review of the Facility GRASP Committee.

Section D - Membership

1306 The Facility GRASP Committee shall be composed of equal numbers of nursing managers and staff nurses, whenever possible, including the GRASP Management Co-Chair, the Staff Nurse Co-Chair, nursing managers, and Staff Nurses to include at least two (2) members of the Professional Performance Committee. The co-chairs shall agree on appropriate number

of staff nurses from each clinical specialty and the units they represent. Staff Nurses shall be selected by CNA and the Staff Nurse Co-Chair shall notify management's co-chair of their name(s). Nothing in this Article shall be construed to restrict current practices in existence at any facility prior to August 31, 2002. The equal number of managers may be waived by agreement of the Co-Chairs if the facility cannot meet that requirement, so that regular GRASP meetings can still occur.

1307 The Staff Nurse Co-Chair of the Committee shall be designated by CNA.

Section E - Meetings, Compensation and Minutes

1308 The GRASP Committee shall meet a minimum of four (4) times per year. Each staff nurse member of the GRASP Committee shall be compensated in accordance with the contract. Staff nurse committee members shall be provided release from work to attend all GRASP committee meetings. When a GRASP meeting is cancelled after the unit work schedule is posted and work is available, the Nurse who was scheduled to attend the GRASP meeting shall have the option of accepting the assignment offered, or taking the time off without pay. If no work is available for the Nurse, the Nurse shall receive pay in an amount equivalent to that which the Nurse would have received for participation in the meeting.

1309 At least once per quarter the Nurse Executive shall meet with the Facility GRASP Committee at one (1) of its regularly scheduled meetings.

1310 Minutes of meetings shall be recorded and copies sent to committee membership, Nursing Administration, and CNA Kaiser Division Director after review and approval at subsequent meeting by Facility GRASP Committee.

Section F - Audits

1311 The Inter Rater Reliability Audits (IRRAs) shall be completed on a representative sample of patient census as determined by the GRASP Committee. The IRRAs shall be compiled in a timely manner by supervisors and staff nurses and sent to the GRASP Committee for evaluation and follow-up.

1312 At least one (1) annual on-site audit shall be conducted by a joint California Nurses Association/Kaiser team of auditors at each Kaiser Foundation Hospital.

Section G - Modification to GRASP

1313 Current staffing matrices shall be available to staff Registered Nurses at all times and on all units.

1314 Nursing Administration shall notify the GRASP Committee, on a timely basis, of contemplated modifications to GRASP. The GRASP Committee shall review changes and consult with Nursing Administration.

1315 Nursing Administration shall notify the Facility GRASP Committee and the PPC at least two (2) weeks in advance of contemplated modifications to Facility GRASP. The Facility GRASP Committee shall meet to review changes, consult with Nursing Administration and set up a pilot to evaluate the proposed changes. The Facility GRASP Committee shall determine the length of the annual maintenance/pilot, but said annual maintenance/pilot shall not exceed six (6) weeks. Annual maintenance/pilots shall include unit-based assessments of the proposed changes.

1316 The Facility GRASP Committee may request the head of any department to attend a regularly scheduled GRASP meeting for the purpose of obtaining information relevant to the Facility GRASP Committee. Such requests shall not be unreasonably denied and the meeting should occur within a reasonable amount of time.

1317 When Nursing Administration proposes matrix changes due to budgetary constraints, information used by the Employer to support proposed changes shall be shared with the Facility GRASP Committee within a reasonable amount of time prior to the meeting date.

1318 Staff Nurse Co-Chair of Facility GRASP Committee shall be responsible for notifying the California Nurses Association Kaiser Division Director of any changes or modifications to the GRASP system.

Section H - Over/Under Utilization

1319 At the start of a shift, if shift percentage utilization on a unit is greater than 110%, the nurse manager will review the circumstances, discuss with unit Staff Nurses and take appropriate action. Such action may include, but is not restricted to, implementation of essential care or addition of staff resources.

GRASP Regional Meetings

1320 Staff Nurse Co-Chairs and Management Co-Chairs shall participate in Regional GRASP meetings that shall be held at least four (4) times per year in the Kaiser Regional Offices.

1321 Disputes under this Article may be referred solely to the Select Committee designated in Article XIV Section G - Resolution of Disputes with the PPC.

Section I - Orientation

- 1322 As a general practice newly hired Nurses will not be counted in the regular staffing complement during orientation, or portions thereof as designated in advance by the Employer; provided, however, that the Employer shall determine the duration and scope of orientation to be given based upon the Nurse's prior experience and/or training. Exceptions to this general practice may occur, provided that such exceptions shall not be unreasonably made. Within ninety (90) days of ratification of this Agreement, each facility shall, upon request, make available for review by the California Nurses Association its orientation practices relative to newly hired Nurses, and subsequently if the facility changes these practices.

Section J - Casual Assignments

- 1323 Any Registered Nurse who is available for casual assignments may, if the Nurse desires, indicate in writing to the Nursing Office the areas of specialty due to training and/or experience. When making casual assignments the hospital shall, if it calls the Nurse who has indicated a specialty, inform the Nurse if a position is available in such specialty.

Section K - Specialty Units and Other Areas

- 1324 The Employer and the California Nurses Association recognize that Nurses may or may not have training and/or experience in Intensive Care Unit (ICU), Burn ICU, Respiratory ICU, Intensive Care Nursery (ICN), Coronary Care Unit (CCU), Post Anesthesia Recovery Room (PAR), Renal Dialysis, or in other areas where special training and/or experience may be needed. Except in case of emergency, Nurses without appropriate training and/or experience shall not be assigned to such areas. Nurses may, however, be assigned ICU, Burn ICU, Respiratory ICU, ICN, CCU, PAR or Renal Dialysis for training purposes.
- 1325 In order to provide a greater number of qualified personnel for temporary assignment to such specialized areas, the Employer shall:

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

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

Section L - Sequence of Assignment

- 1326 In accordance with applicable departmental or facility policy, Travelers and Registry RNs shall be required to float before any other RNs in that unit must float.

1400 ARTICLE XIV - PROFESSIONAL PERFORMANCE COMMITTEE

Section A - Establishment of Committee

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

Section B - Intent

- 1402 Each facility recognizes the responsibility of the Professional Performance Committees to recommend measures objectively to improve patient care, personnel utilization, health and safety, staffing and nursing practice. Each facility will duly consider such recommendations and will so advise the Professional Performance Committee of actions taken.
- 1403 Responses to specific Professional Performance Committee suggestions or recommendations shall be given in writing. Such responses shall be made in a timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the Director of Nursing Practice/Nurse Executive and the Professional Performance Committee.

Section C - Membership

Staff Nurse Professional Performance Committees

- 1404 The inpatient Professional Performance Committee and the outpatient Professional Performance Committee shall be composed of Registered Nurses employed at the facility and covered by this Agreement. The committee members shall be elected by the Registered Nurse staff at the facility. The Registered Nurse Quality Liaison shall attend the monthly meetings to facilitate the quality improvement activities and provide education to the nursing staff. A maximum of eight (8) nurses shall make up each committee at Fremont, Fresno, Hayward, Oakland, Redwood City, Richmond, Roseville, Sacramento, Sacramento AACC, San Francisco, San Jose AACC, San Rafael, Santa Clara, Santa Rosa, Santa Teresa, South Sacramento, South San Francisco, Vallejo, Vallejo AACC and Walnut Creek facilities. A lesser number shall make up each committee at other facilities.

Nurse Practitioner Professional Performance Committee:

1405 The Nurse Practitioner Professional Performance Committee shall be composed of Nurse Practitioners covered by this Agreement and employed at any Employer facility. The committee members shall be elected by the Nurse Practitioner staff at the facility. The RNQL may attend the monthly meetings to facilitate the quality improvement activities and provide education to the nursing staff. A maximum of four (4) Nurse Practitioners (representing all primary care units and specialty care areas) shall make up the NP PPC at any facility where Nurse Practitioners are employed. For any facility that includes two (2) or more satellite medical offices, a maximum of six (6) Nurse Practitioners shall make up the committee, of which at least two (2) will be from the satellite medical offices.

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

Meetings

- 1406 An inpatient (KFH) PPC shall be regularly scheduled for four (4) hours, the first two (2) hours shall consist of the regular inpatient agenda and the second two (2) hours shall be designated as a Quality Forum meeting pursuant to the Letter of Agreement, Nursing Quality Forum (Appendix H). Any portion of an additional meeting scheduled pursuant to this paragraph may also be designated as a Quality Forum meeting by mutual consent.
- 1407 Managers or other representatives designated by the Employer shall attend and participate in only the Quality Forum portion of any PPC meeting. The Professional Performance Committee shall provide a written quarterly report to the Nurse Executive/DONP, which shall include a summary of issues addressed by the committee, any action(s) taken, any unresolved issues, and the progress of each.
- 1408 A second inpatient PPC meeting of up to three (3) hours may be scheduled if the PPC Chair or designee determines there is a need for an additional meeting.
- 1409 A total of six (6) hours shall be available for outpatient (TPMG) PPC Staff Nurse and Nurse Practitioner PPC meetings, of which two (2) hours per month shall constitute an outpatient Nursing Quality Forum. The Staff Nurse and the Nurse Practitioner outpatient PPCs shall meet separately but at the same time for two (2) hours each month. Such outpatient PPCs shall deal exclusively with outpatient issues for Staff Nurses and Nurse

Practitioners, respectively. A second two (2) hour outpatient PPC meeting shall be held each month as a Nursing Quality Forum for both outpatient RNs and Nurse Practitioners.

Compensation

1410 Each member of a PPC shall be entitled to time off with pay at the nurse's straight time rate for the purpose of attending designated PPC meetings, which do not exceed the time limits set forth in this Agreement. Payments to Nurses who attend such meetings shall not constitute time worked for any purpose under the Agreement. Such meetings shall be scheduled so as not to conflict with the routine. The inpatient PPC chairs shall be granted three (3) hours paid preparation time for each PPC meeting and the outpatient PPC chairs shall be granted two (2) hours paid preparation time for each PPC meeting.

Minutes

1411 The PPC shall keep minutes of each meeting and will furnish approved minutes with next meeting's agenda to the designated Nurse Manager and Nurse Executive/DONP. It is understood that such minutes are under the control and direction of the PPC and do not necessarily reflect the position of management.

Non Member Participation

- 1412 At least once per quarter the Nurse Executive/DONP shall meet with the Professional Performance Committee at one (1) of its regularly scheduled meetings.
- 1413 Agendas will include the names of all managers who are invited to attend the meeting and will include sufficient information so that the manager may prepare in advance for the discussion. If urgent issues arise after the agenda is distributed, the PPC Chair should advise management as soon as such issues become known.
- 1414 Management will use its best efforts to be responsive to new issues. When the responsible Nurse Manager has a conflict and is prevented from attending a meeting, (s)he should, if possible, provide at least a two (2) days' notice to the Chair of the PPC and the Nurse Executive/DONP. If the Nurse Manager cannot attend, (s)he will appoint a designee when such a person is available and it is appropriate to the subject matter to be discussed. Management participants may bring along additional non-members, including Human Resources/Labor Relations Representatives, as (s)he deems appropriate, depending on agenda items, procedural

issues under review, or in an advisory capacity. When PPC invites a non-member (exclusive of CNA staff) it should be noted on the agenda along with the related agenda item.

Section E - Objectives

1415 The objectives of the Professional Performance Committee shall be:

To consider constructively the practice of Nursing.

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

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

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

To have representation on the GRASP Committee and through the Professional Performance Committee's GRASP representatives share system information pursuant to Article XIII, Section A - Specifications, paragraphs 1301 through 1303.

To discuss constructively personnel utilization including assistive personnel.

Section F - Limitations

1416 The Professional Performance Committee will exclude from any discussion contract grievances or any matters involving the interpretation of the contract.

Section G - Resolution of Disputes with the PPC

1417 In the event the PPC identifies a pattern that the PPC believes indicates that staffing or operational changes do not adequately address patient needs, the PPC representative shall bring the issue to the attention of the appropriate Nurse Manager for resolution. The Nurse Manager will report back to the PPC within thirty (30) days.

1418 Disputes concerning issues raised pursuant to paragraph 1417, which are not resolved by the management representative(s) and the PPC should be referred to the Medical Center Leadership (Directors of Nursing Practice/Nurse Executives). The PPC must raise such disputes to the Medical Center Leadership within fourteen (14) days of receiving the

Nurse Manager's report. As part of this referral, the Professional Performance Committee at any facility should request a meeting with Medical Center Leadership (DONP/NE) at such facility. Medical Center Leadership shall respond to the issue within thirty (30) days.

1419 Disputes concerning issues raised pursuant to paragraph 1418 which are not resolved by the Medical Center Leadership and the PPC, may be submitted to a Special Review Panel. However, such disputes must be presented in writing within thirty (30) days of the response from Medical Center Leadership. The Special Review Panel shall consist of three (3) members, one (1) selected by the California Nurses Association, one (1) selected by the Executive Director of The Permanente Medical Group, Inc. or the Regional Manager of the Kaiser Foundation Hospitals, as determined by the Employer, and a third selected by the Parties to serve as a neutral Mediator. The Parties will select a Mediator who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals.

1420 A meeting of the Special Review Panel shall be held within forty-five (45) days of the referral of the dispute to the Panel. Within that forty-five (45) day period, a summary of the information exchanged between the Parties on the problem since its original presentation shall be provided to the Panel. Any representative on the Panel may request, and shall receive, relevant information from the representative of the other Party, or may introduce further relevant information. The Mediator may also request information from either Party to aid him or her as the Mediator. Such information must also be received by the time of the Panel's meeting. The Panel shall complete its deliberations within thirty (30) days of its initial meeting, unless that time is extended by mutual agreement.

1421 In reaching a resolution the Review Panel shall take into consideration all relevant information presented by the Parties. If the Panel is unable to reach a consensus, the matter will be submitted to the Mediator who will provide his or her non-binding recommendations in writing within thirty (30) days of that submission.

1422 The neutral mediator's fees and expenses shall be shared equally by the Parties, except that if either Party does not accept the Mediator's proposed resolution, then that Party shall be solely and exclusively responsible for such Mediator fees and expenses.

1423 The Employer and the Association agree that the process contained herein shall be the exclusive means of resolving all disputes under paragraphs 1417-1424 and that such disputes are not covered by the Grievance Procedure under this Agreement and are not covered by the

National Labor Relations Act, except for disputes regarding information requests or charges alleging violations of Section 8(a)(3) or Section 8(b)(1) of the NLRA.

- 1424 Time limits contained in this provision may be extended by mutual agreement, or at the reasonable request of either Party. Requests to extend time limits will not be unreasonably denied.

Section H - Standardized Procedures under Nursing Practice Act

- 1425 Any individual(s) designated by the Employer to implement Standardized Procedures pursuant to the Nursing Practice Act shall meet with the Professional Performance Committee to discuss proposed provisions to be included in the Standardized Procedures prior to submission of such procedures to the approving Parties identified by the Nursing Practice Act.

1500 ARTICLE XV - REGISTERED NURSE QUALITY LIAISONS

RN Quality Liaison Program:

- 1501 The RN Quality Liaison Program was established in 1998. The RN Quality Liaison Program has created thirty three (33) Registered Nurse and Nurse Practitioner Quality Liaison (QL) bargaining unit positions in Northern California.

RN Quality Liaison Goal:

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

RN Quality Liaison Role:

- 1503 The role of the RN/QL is to participate in existing KP quality processes/structures and committees, as well as serve as liaison between these committees and GRASP, PPC, NPRC and Home Health Regional Practice committees.

- 1504 For full details of the RN/QL Program, please see Appendix F-1.

1600 ARTICLE XVI - CLINICAL CLASSIFICATIONS

Section A - Definition of Clinical Experts (Staff RN III, Staff RN IV, HH III)

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

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

Identifying, communicating, and fulfilling patient needs;

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

Promoting a multi-disciplinary approach to patient care; Assuming a teaching-coaching role with other nurses and health team members; and

Maintaining a flexible approach to resource constraints.

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

- 1604 The compensation level for the Staff Nurse III classification shall be five percent (5%) greater than the compensation rates for the Staff Nurse II (current step). The compensation level for the Staff Nurse IV or HH III classification shall be eight percent (8%) greater than the compensation rates for the Staff Nurse II/HH I (current step). Movement on all clinical ladders shall be on a same step basis.

Section B - Facility Selection Committee

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

- 1605 One Nurse Executive, DONP, or designee.

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

- 1607 Minimum of one (1) Staff Nurse III.
- 1608 One (1) Staff Nurse who is actively involved in a professional committee.
- 1609 Two (2) Staff RNs IV, or HH II, III.
- 1610 Alternate: A substitute in the same category to be used as needed. Either the applicant or the committee may request an alternate if there is a direct line relationship between the applicant and a committee member or a vacancy on the committee. A large number of applicants may necessitate use of additional alternates.
- 1611 A content expert may be called if the committee has limited knowledge of the applicant's specialty area. This person is not a voting member.
- 1612 Any staff nurse serving on the committee will be replaced by an alternate for review of her/his application for Staff Nurse III or IV or HH III classification.

Term and Vacancies

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

Section C - Criteria for Candidacy

Minimum Qualifications

Staff Nurse III/Home Health Nurse III shall include:

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

Staff Nurse IV shall include:

- 1624 Current license to practice as a Registered Nurse in California.
- 1625 Current designation as a Staff Nurse III.
- 1626 Four (4) years of clinical experience as a Staff Nurse III, or;
- 1627 Three (3) years experience as a Staff RN III and with BSN or Health Related Degree or;
- 1628 Three (3) years experience as a Staff RN III and with national certification in a clinical specialty and;
- 1629 Each year as a Staff Nurse III works in an "expanded role" or as an active preceptor for a minimum of one hundred twenty (120) hours or, in the event there is no opportunity to act as a preceptor, completion of a special project to be agreed upon with the Nurse Manager.

- 1630 Current performance evaluation at the midpoint or above on average.
- 1631 Fifteen (15) CEUs in her/his area of clinical specialty in the past year.

Hours Worked

- 1632 A Registered Nurse hired into a twenty-four (24) hour position or more, is exempt from any further calculation to determine paid or unpaid time away from work.
- 1633 For any Registered Nurse hired into a position of less than twenty-four (24) hours the following calculations apply:
- $$\frac{\text{Paid Time}}{\text{Number of Weeks}} = \text{Paid Hours Per Week}$$
- 1634 Paid time is calculated by determining total paid hours for the year minus the number of vacation hours taken in week blocks. This paid time is then divided by number of weeks, which is calculated by taking the fifty-two (52) weeks in a year minus weeks of vacation blocks¹ minus California Nurses Association option week if taken, minus approved leave of absence up to three (3) months time. Paid time divided by number of applicable weeks equals paid hours per week. This number must equal twenty-four (24) hours or more in order for a nurse to meet the hours worked qualifications.
- 1635 For a nurse on Disability (UCD) or Workers Compensation integration of the number of weeks will be subtracted from the number of total weeks. The number of sick leave hours paid during this time will be subtracted from the number of hours paid. If the Nurse goes on non-paid status (no sick leave) the leave of absence cannot exceed three (3) months.

Section D - Application Process

- 1636 The applicant must:
- 1637 Meet minimum qualifications as identified in paragraphs 1618-1631.

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

- 1638 Complete application (portfolio).
- 1639 A completed application will contain the following:
- Staff Nurse III or IV or HH III application form.
 - Performance evaluation within the last twelve (12) months of application.
 - Letters of recommendation dated within the last twelve (12) months of application (not applicable for Staff Nurse IV).
 - Documentation that continuing education (either CEU or CME) was completed within the last twelve (12) months.
 - Exemplars that are reflective of events that occurred in the last twenty-four (24) months (not applicable for Staff Nurse IV).
 - Professional contributions within the last twelve (12) months.
- 1640 Application packets for Staff Nurse III or IV or HH III are available from the nursing office/staffing office and contain written guidelines for the completion of the application. The applicant may contact a member of the Facility Selection Committee to verify completeness of the application prior to submission. Upon request, members of the Facility Selection Committee/applicant mentor will review and offer suggestions to improve the application portfolio of staff prior to submission.
- 1641 Submit application to Facility Selection Committee.
- 1642 Applications are accepted every four (4) months, no later than March 1, July 1 and November 1.
- 1643 Attend a Facility Selection Committee meeting for interview and presentation of exemplar(s) (not applicable for Staff Nurse IV).
- 1644 Applicants will be notified of the date of the Facility Selection Committee meeting within fourteen (14) days of the applicable application deadline.
- 1645 All Selection Committee meetings will be scheduled within forty-five (45) days of the applicable deadlines.

- 1646 Applicants will be notified of the committee's decision within seven (7) calendar days of the interview.
- 1647 Applicants who are denied the applicable clinical ladder classification will receive, in writing, the rationale for the decision, highlighting the areas of deficiency.
- 1648 Applicants that meet the minimum qualifications shall be interviewed.

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

- 1649 Renewal shall be every three (3) years.
- 1650 The Staff Nurse III or IV or HH III must continue to work an average of twenty-four (24) hours per week.
- 1651 The applicant for renewal must submit a portfolio including:
- 1652 Performance evaluation based on the applicable performance standards for each year at the midpoint or above on average.
- 1653 A nurse must complete forty-five (45) Continuing Education Credits (CEUs) or Continuing Medical Education Units (CMEs) ongoing over the period of three (3) years. At least fifty percent (50%) of the CEUs/CMEs must result from nursing specialty/clinical programs. A written explanation or description of the course content's applicability may be requested with the portfolio by the committee for clarification. Only courses that are approved by the BRN or for Continuing Medical Education Units (CME) shall be applicable.
- 1654 Participation in:
- 1655 Staff RN III or HH III: Two (2) of the following within the past thirty-six (36) months.
- 1656 Staff RN IV: Four (4) of the following within the past thirty-six (36) months.
- 1657 Active participation in quality activities which must be of an ongoing nature with participation occurring over at least six (6) months per year for two (2) of the past three (3) years, i.e., PPC, Safety Committee, organizationally sanctioned peer group or committee, RNQL.

- 1658 Teaching Activities:
 Formal Inservice/Presentation
 Informal Inservice/Presentation
 Community Teaching
 Health care related research
 Development and/or presentation of patient education programs.

- 1659 Leadership Activities:
 Hold a Charge Nurse position.
 Committee or Task Force, e.g. GRASP
 Special Projects/Presentation
 Standardized Care Plan/Clinical Pathway
 Health Related Community Organization/ Service

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

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

Section F - Appeal Process

- 1662 Any applicant denied the Clinical Expert designation may appeal the decision of the Facility Selection Committee (FSC) as follows:
- 1663 A written appeal, clearly stating the basis for the appeal, must be submitted to the Facility Selection Committee that made the original decision no later than thirty (30) days after notification of denial. The appeal shall not contain any application information that was not submitted with the original application as a justification for the appeal.
- 1664 The Facility Selection Committee shall review the appeal and either accept the application or deny the appeal, providing a written explanation of the reasons for the denial. If the appeal is denied, the Nurse may appeal that decision to the Regional Appeals Committee no later than thirty (30) days after denial of the appeal by the Facility Selection Committee.

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

1666 The Regional Appeals Committee's review shall be limited to a consideration of the same appeal presented to the Facility Selection Committee. In addition, the Regional Appeals Committee may review the Nurse's original application materials and the Facility Selection Committee's decision, including its reasons for the denial.

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

1668 If the decision of the Facility Selection Committee is reversed by the Regional Appeals Committee, the five percent (5%) increase in pay will be retroactive to the application deadline.

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

Section G - Transfers

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

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

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

1673 Transfers to another area of clinical specialty require application for Staff Nurse III in the new area (see minimum qualifications).

1700 ARTICLE XVII - NURSE PRACTITIONERS

Section A - Definition

1701 The Nurse Practitioner cares for both children and adults, and provides services including but not limited to routine physical examinations, observing and assessing symptoms, taking health history and evaluating results, educating, advising and guiding patients and their families in their disease process and in establishing good health practices, evaluating and managing acute illness and chronic stable conditions, furnishing medications, ordering lab and medical imaging, evaluating results and performing medical procedures that may be required for a specialty area. They practice according to standardized procedures and work under physician supervision, consulting, and referring patients to physicians and others in the health delivery system as necessary.

Section B - Specifications

1702 Individuals applying for posted Nurse Practitioner positions must meet the Nurse Practitioner requirements set forth by Title 16, Chapter 14, Article 8 of the California Administrative Code and all related sections in addition to any other requirements established by the Employer.

Section C - Nurse Practitioner Wage Scale

1703 The Nurse Practitioner I wage scale shall be seventeen percent (17%) greater than the Staff Nurse II at each step in each year of the contract.

1704 The Nurse Practitioner II wage scale shall be twenty percent (20%) greater than the Staff Nurse II at each step in each year of the contract.

1705 The Nurse Practitioner III wage scale shall be twenty-five percent (25%) greater than the Staff Nurse II at each step in each year of the contract.

Section D - DEA Number (Nurse Practitioners)

1706 The Employer shall reimburse a Nurse Practitioner for the cost of the Nurse Practitioner's initial DEA number and all renewals required for his or her position with the Employer. The Employer shall also reimburse any Nurse Practitioner who has previously paid for a DEA number as a condition of employment with the Employer.

1800 ARTICLE XVIII - NURSE PRACTITIONER CLASSIFICATIONS

Section A - NP Clinical Ladder

- 1801 Nurse Practitioners will be recognized in a three step clinical ladder:
- 1802 NP I: A new graduate Nurse Practitioner or newly employed Nurse Practitioner with less than twelve (12) months experience as a Nurse Practitioner. NP I shall participate in a Nurse Practitioner mentoring program within the first six (6) months of KP employment.
- 1803 NP II: A Nurse Practitioner who:
- Has completed six (6) months of service as an NP I and has evidenced clinical competency through an acceptable six (6) month performance review, or
- Has been newly hired with at least twelve (12) months experience as a Nurse Practitioner with another employer. This NP II shall be eligible to be mentored in a Nurse Practitioner mentoring program.
- 1804 NP III: Nurse Practitioner clinical expert who has met the criteria as defined in the Nurse Practitioner Clinical Ladder guidelines.

Section B - Definition of Clinical Experts

- 1805 The development of a NP Clinical Ladder recognizes the Nurse Practitioner III as a health care clinical expert who demonstrates increasing levels of excellence through clinical practice, teaching ability and leadership.
- 1806 The purpose of the NP III role is to encourage Nurse Practitioners to utilize and model clinical expertise, leadership abilities and health care practices by participation in research, education, publication and/or community involvement.

Section C - Criteria for Candidacy

- 1807 Minimum Qualifications for NP III shall include
- Current RN licensure and Nurse Practitioner certification to practice in California.
Four (4) years experience as a Nurse Practitioner.

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

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

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

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

1808 Hours Worked

A Nurse Practitioner hired into a twenty-four (24) hour position or more, is exempt from any further calculation to determine paid or unpaid time away from work.

For any Nurse Practitioner hired into a position of less than twenty-four (24) hours, the following NP calculations apply:
 $\text{Paid Time divided by Number of Weeks} = \text{Paid Hours Per Week.}$

Paid time is calculated by determining total paid hours for the year minus the number of vacation hours taken in week blocks. This paid time is then divided by number of weeks, which is calculated by taking the fifty-two (52) weeks in a year minus weeks of vacation blocks minus California Nurses Association option week if taken, minus approved leave of absence up to three (3) months time. Paid time divided by number of applicable weeks equals paid hours per week. This number must equal twenty-four (24) hours or more in order for a Nurse Practitioner to meet the hours worked qualifications.

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

Section D – Application Process

The applicant must

- 1809 **Meet minimum qualifications as identified in Section C – Criteria for Candidacy.**
- 1810 **Complete application portfolio:**
- NP III form (to be developed jointly for the region within six (6) months of contract ratification).
 - Performance evaluation within the last twelve (12) months, which indicate performance standards at the midpoint or above overall for clinical competence, interpersonal relationships and professional characteristics.
 - Two letters of recommendation within the last twelve (12) months.
 - Documentation that required continuing education (CEU or CME) was completed within the last two (2) years.
 - Application essay of three to five pages describing professional contributions and experiences that demonstrate clinical excellence, and elaborates practice goals and aspirations.
 - Evidence of at least three (3) professional contributions within the last twelve (12) months, unless otherwise specified. See list of acceptable activities below. Additional activities may be considered with unanimous consent of the local NP III Selection Committee.
- 1811 **Submit application to Facility Selection Committee.**
- 1812 **A regional group comprised of equal numbers of nurse practitioners (selected by CNA) and nursing leaders (selected by the Employer) shall convene following ratification of the new contract to develop guidelines for implementation of the NP III clinical classification program. The NP III program will be designed within six (6) months of contract ratification. Implementation of the program at each facility will occur within the following three (3) months.**

- 1813 **Professional contributions will meet inclusion requirements for NP III if completed within indicated time frames prior to the date of contract ratification.**

Professional Contributions (initial application)

- 1814 **On-going teaching activity, such as adjunct professor at an accredited RN or NP program or assistant/clinical faculty position or lecturer. This must be an ongoing activity during at least one semester or two quarters per year.**
- 1815 **National certification as a Nurse Practitioner by a nationally recognized certifying body (to be defined jointly for the region).**
- 1816 **Active participation in quality activities which must be of an ongoing nature with participation occurring over at least six (6) months per year. Examples include:**
- Develop and implement "peer review" (clinical pertinence) processes.
 - Involvement in quality committees/forums including but not limited to PPC, local safety committee, patient safety/error reporting, patient improvement projects.
 - Hold a RN Quality Liaison position.
- 1817 **Active participation in at least one educational activity within the past 12 months. Examples include:**
- Develop and present in-service education for staff, students or the community.
 - Develop and present a patient education program.
 - Publish a continuing education article for NPs/RNs or health education article for the general public.
- 1818 **Leadership position as a committee chair or NP representative on local or regional committees including but not limited to P&T, Interdisciplinary Practice Committee, Collaborative Practice Committee, PPC, NPRC, spanning at least six (6) months per year.**
- 1819 **Active participation in health related community activities occurring over at least six (6) months per year (alternate time frame may be considered with unanimous consent of the local NP III facility selection committee) included but not limited to the categories listed below:**

Legislative/governmental participation.

Volunteer work in clinic, schools, or community organizations.

- 1820 Parameters regarding participation in health-related community activities will be developed by the regional committee (see Section D, paragraph 1812).
- 1821 Develop or be an active member of an implementation team for at least one written standard of NP care, including but not limited to: core competencies, new protocols or procedures within the past two (2) years.
- 1822 Make contributions to staff development by being a NP mentor or make contribution to development of the NP profession by being a NP preceptor.
- 1823 Practice as a NP in a clinical specialty field such as but not limited to: orthopedic surgery, plastic surgery, neurology, or sub-specialty in primary care, including but not limited to reproductive endocrinology, geriatrics, HIV care.
- 1824 Demonstrate participation in health-related research within the last three (3) years. Examples include:

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

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

- 1825 Possess a health-related masters/doctoral degree.

Section E – Facility Selection Committees

- 1826 Composition: Committee to be co-chaired by DONP and NP III or a NP II if there are no NP IIIs in the facility.

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

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

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

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

A content expert may be called if the committee has limited knowledge of the applicant's specialty area. This person is not a voting member.

Any NP II serving on the committee will be replaced by an alternate for review of her/his application for NP III classification.

Term & Vacancies

- 1827 Facility Selection Committee members may serve a maximum of three (3) years. Rotation will be staggered to provide continuity to the panel.
- 1828 Facility Selection Committee vacancies are to be publicized and shall be nominated by their peers.
- 1829 The Facility Selection Committee will choose replacement members from the nominees by consensus. Membership decisions will be reviewed by the co-chairs who are charged with ensuring broad-based representation over time.

Section F – Maintenance of NP III Designation

- 1830 Each appointment as NP III shall be made for three (3) years. Reappointment requires continued evidence that the NP Clinical Expert, also known as NP III, functions in the clinical setting as an exemplary clinical practitioner, teacher and leader among peers. To maintain the NP III designation, a NP III will be expected to submit for review by the Facility Selection Committee a renewal packet that will demonstrate the following:

Current RN licensure and nurse practitioner certification to practice in California.

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

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

Hours Worked

1831 A Nurse Practitioner hired into a twenty-four (24) hour position or more, is exempt from any further calculation to determine paid or unpaid time away from work.

1832 For any Nurse Practitioner hired into a position of less than twenty-four (24) hours the following NP calculations apply:

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

1833 Paid time is calculated by determining total paid hours for the year minus the number of vacation hours taken in week blocks. This paid time is then divided by number of weeks, which is calculated by taking the fifty-two (52) weeks in a year minus weeks of vacation blocks minus California Nurses Association option week if taken, minus approved leave of absence up to three (3) months time. Paid time divided by number of applicable weeks equals paid hours per week. This number must equal twenty-four (24) hours or more in order for a nurse practitioner to meet the hours worked qualifications.

1834 For a Nurse Practitioner on Disability (UCD) integration of the number of weeks will be subtracted from the number of total weeks. The number of sick leave hours paid during this time will be subtracted from the number of hours paid. If the Nurse Practitioner goes on non-paid status (no sick leave) the leave of absence cannot exceed three (3) months.

1835 Current performance evaluation which indicate performance standards at the midpoint or above overall for clinical competence, interpersonal relationships and professional characteristics.

1836 Documentation of completion of at least forty-five (45) CEUs/CMEs applicable to clinical specialty area over the past three (3) years.

1837 At least three (3) professional contributions within the last twelve (12) months, unless stated otherwise. See list of acceptable activities below. Additional activities may be considered with the unanimous consent of the local NP III selection committee.

Professional Contributions

1838 On-going teaching activity, such as adjunct professor at an accredited RN or NP program or assistant/clinical faculty position or lecturer. This must be an ongoing activity during at least one semester or two quarters per year for two (2) out of the past three (3) years.

Obtain or maintain national certification as a nurse practitioner by a nationally recognized certifying body (to be developed jointly for the region).

1839 Active participation in quality activities which must be of an ongoing nature with participation occurring over at least six (6) months per year for two (2) of the past three (3) years. Examples include:

Develop and implement "peer review" (clinical pertinence) processes.

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

Hold a Quality Liaison position.

1840 Active participation in at least two educational activities for two (2) of the past three (3) years. Examples include:

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

Develop and present a patient education program.

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

1841 Leadership position as committee chair or NP representative on local or regional committees including but not limited to P&T, Interdisciplinary Practice Committee, Collaborative Practice Committee, PPC, NPRC

spanning at least six (6) months per year for two (2) of the past three (3) years.

1842 Active participation in health-related community activities occurring over at least six (6) months per year for two (2) of the past three (3) years (alternate time frame may be considered with unanimous consent of the local NP III facility selection committee) included but not limited to the categories listed below:

Legislative/governmental participation.

Volunteer work in clinic, schools, or community organizations.

1843 Parameters regarding participation in health-related community activities will be developed by the regional committee (see Section D, paragraph 1812).

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

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

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

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

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

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

1848 Completion of a health-related masters/post-masters certification /doctoral degree/post-doctoral fellowship.

Section G – Appeal Process

1849 Any applicant denied the Clinical Expert designation may appeal the decision of the Facility Selection Committee (FSC) as follows:

1850 A written appeal, clearly stating the basis for the appeal, must be submitted to the Facility Selection Committee that made the original decision no later than thirty (30) days after notification of denial. The appeal shall not contain any application information that was not submitted with the original application as a justification for the appeal.

1851 The Facility Selection Committee shall review the appeal and either accept the application or deny the appeal, providing a written explanation of the reasons for the denial. If the appeal is denied, the Nurse Practitioner may appeal that decision to the Regional Appeals Committee no later than thirty (30) days after denial of the appeal by the Facility Selection Committee.

1852 The Regional Appeals Committee shall be composed of six (6) members and two (2) alternates. Three (3) members, plus one (1) alternate, shall be selected by the California Nurses Association from among NP IIs and NP IIIs of different Facility Selection Committees (FSCs). Three (3) members and one (1) alternate shall be selected by the Employer from management representatives from different existing FSCs.

1853 The Regional Appeals Committee's review shall be limited to a consideration of the same appeal presented to the Facility Selection Committee. In addition, the Regional Appeals Committee may review the Nurse Practitioner's original application materials and the Facility Selection Committee's decision, including its reasons for the denial.

1854 The Regional Appeals Committee may overturn the decision of the Facility Selection Committee only when there is clear and convincing evidence of procedural error or bias that affected the decision to deny movement up the clinical ladder.

1855 If the decision of the Facility Selection Committee is reversed by the Regional Appeals Committee, the five percent (5%) increase in pay will be retroactive to the application deadline.

1856 The decision of the Regional Appeals Committee is final and binding and shall not be subject to the provisions of Article XXXIII of the Collective Bargaining Agreement.

Section H - Transfers

1857 NP IIIs who transfer to another facility in the same area of clinical specialty will retain their status. Transfers to another area of clinical specialty within the same facility or another facility will require application for NP III in the new area.

Section J - Compensation

1858 The compensation level for the NP III classification shall be five percent (5%) greater than the compensation rates for the NP II.

1900 ARTICLE XIX - INSERVICE EDUCATION

1901 There shall be an inservice education program for Nurses at each facility, the contents of which shall be determined by the facility.

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

2000 ARTICLE XX - NURSE PRACTITIONER MENTORING PROGRAM

Section A - Definition of a Nurse Practitioner Mentor

2001 A Nurse Practitioner II or III who voluntarily agrees and is so designated by the Employer to provide orientation and support to an NP I or NP II during the first six (6) months of service for the Employer as a newly hired nurse practitioner. The Employer will make such assignments on a rotational basis by seniority from NPs who have volunteered to be mentors.

2002 The role of a NP mentor differs from the role of a NP preceptor. A NP preceptor is a Nurse Practitioner II or III who voluntarily agrees and is so designated by the Employer to provide clinical experience and guidance to nurse practitioner students during the course of their educational program. Specific functions of the NP preceptor will be coordinated

between the preceptor, students and the students' NP program clinical supervisor.

Section B - Nurse Practitioner Mentoring Program

2003 A formal Nurse Practitioner Mentoring Program shall be established for the newly hired nurse practitioner. The intent of a Nurse Practitioner Mentoring Program is to make the newly hired nurse practitioner sufficiently familiar with the Kaiser system and to have achieved a level of competency in the new role. The expectation at the end of the mentoring period is that s(he) is able to fully function as a member of the health care team. When no NP II or NP III is available to mentor, a physician or other appropriate clinician mentor shall be designated.

2004 The nurse practitioner mentor will be responsible for mentoring a new nurse practitioner. However, other nurse practitioners may assume responsibility for a newly hired nurse practitioner in the absence of the mentor or to provide for additional mentoring needs.

2005 When a NP moves to a new clinical specialty area, they shall be formally mentored in the new area, to ensure clinical competency. (The guidelines for this mentoring process will be developed by the regional mentoring committee.)

2006 A group comprised of equal number of nurse practitioners (selected by CNA) and Kaiser Permanente nursing and physician leaders shall convene following ratification of the new contract to begin development of a regional "best practice" or model nurse practitioner mentoring program. The timeline for development of this nurse practitioner mentoring program shall be six (6) months from the date of contract ratification.

2007 A nurse practitioner designated as a mentor in a formal Nurse Practitioner Mentoring Program shall receive additional compensation of \$1.50 per hour above the NP's hourly wage rate for each hour that the NP is assigned to perform mentoring duties and responsibilities as defined in the regional "best practice" or model nurse practitioner mentoring program.

2100 ARTICLE XXI - CONSCIENTIOUS OBJECTION

2101 The rights of patients to receive necessary nursing care and the obligation of the facility to render such care must be recognized and respected. In the case of therapeutic abortions, the nursing profession accepts the obligation of providing competent nursing care as a major responsibility; however, it is

1856 The decision of the Regional Appeals Committee is final and binding and shall not be subject to the provisions of Article XXXIII of the Collective Bargaining Agreement.

Section H - Transfers

1857 NP IIIs who transfer to another facility in the same area of clinical specialty will retain their status. Transfers to another area of clinical specialty within the same facility or another facility will require application for NP III in the new area.

Section I - Compensation

1858 The compensation level for the NP III classification shall be five percent (5%) greater than the compensation rates for the NP II.

1900 ARTICLE XIX - INSERVICE EDUCATION

1901 There shall be an inservice education program for Nurses at each facility, the contents of which shall be determined by the facility.

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

2000 ARTICLE XX - NURSE PRACTITIONER MENTORING PROGRAM

Section A - Definition of a Nurse Practitioner Mentor

2001 A Nurse Practitioner II or III who voluntarily agrees and is so designated by the Employer to provide orientation and support to an NP I or NP II during the first six (6) months of service for the Employer as a newly hired nurse practitioner. The Employer will make such assignments on a rotational basis by seniority from NPs who have volunteered to be mentors.

2002 The role of a NP mentor differs from the role of a NP preceptor. A NP preceptor is a Nurse Practitioner II or III who voluntarily agrees and is so designated by the Employer to provide clinical experience and guidance to nurse practitioner students during the course of their educational program. Specific functions of the NP preceptor will be coordinated

between the preceptor, students and the students' NP program clinical supervisor.

Section B - Nurse Practitioner Mentoring Program

2003 A formal Nurse Practitioner Mentoring Program shall be established for the newly hired nurse practitioner. The intent of a Nurse Practitioner Mentoring Program is to make the newly hired nurse practitioner sufficiently familiar with the Kaiser system and to have achieved a level of competency in the new role. The expectation at the end of the mentoring period is that s(he) is able to fully function as a member of the health care team. When no NP II or NP III is available to mentor, a physician or other appropriate clinician mentor shall be designated.

2004 The nurse practitioner mentor will be responsible for mentoring a new nurse practitioner. However, other nurse practitioners may assume responsibility for a newly hired nurse practitioner in the absence of the mentor or to provide for additional mentoring needs.

2005 When a NP moves to a new clinical specialty area, they shall be formally mentored in the new area, to ensure clinical competency. (The guidelines for this mentoring process will be developed by the regional mentoring committee.)

2006 A group comprised of equal number of nurse practitioners (selected by CNA) and Kaiser Permanente nursing and physician leaders shall convene following ratification of the new contract to begin development of a regional "best practice" or model nurse practitioner mentoring program. The timeline for development of this nurse practitioner mentoring program shall be six (6) months from the date of contract ratification.

2007 A nurse practitioner designated as a mentor in a formal Nurse Practitioner Mentoring Program shall receive additional compensation of \$1.50 per hour above the NP's hourly wage rate for each hour that the NP is assigned to perform mentoring duties and responsibilities as defined in the regional "best practice" or model nurse practitioner mentoring program.

2100 ARTICLE XXI - CONSCIENTIOUS OBJECTION

2101 The rights of patients to receive necessary nursing care and the obligation of the facility to render such care must be recognized and respected. In the case of therapeutic abortions, the nursing profession accepts the obligation of providing competent nursing care as a major responsibility; however, it is

recognized that a Registered Nurse may hold sincere moral or religious beliefs which require the Nurse in good conscience to refuse participation in such procedure.

2102 The facility agrees that a Nurse may, except in an emergency situation where the patient's needs will not allow for personnel substitution, refuse to participate in therapeutic abortion procedures and will not be subject to coercion, censure, unreasonable transfer, unreasonable reassignment or discipline by reason of such refusal. A Registered Nurse who has an assignment where participation in therapeutic abortion routinely occurs and who conscientiously objects to such participation, shall notify the Director of Nursing Service of this position in writing and must decide whether or not to request transfer to another assignment.

2103 In emergency situations where the immediate nature of the patient's needs will not allow for substitution, the patient's right to receive the necessary nursing care shall take precedence over the exercise of the Nurse's individual beliefs and rights. In such cases, the facility shall arrange for substitution at the earliest possible opportunity.

2200 ARTICLE XXII - PHYSICAL EXAMINATIONS

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

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

2300 ARTICLE XXIII - COMPENSATION

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

Advancement to Staff Nurse II

2301 A Staff Nurse I shall receive the appropriate Staff Nurse I salary for the first six (6) months of employment and will move automatically to the first step for Staff Nurse II upon the completion of six (6) months of employment. Upon the completion of six (6) months of employment at Staff Nurse II Step 1, the Nurse

will move to the second step (or second year rate) for the Staff Nurse II and will thereafter continue to advance each year through the remaining annual steps.

Short-Hour, Temporary and Casual Nurses - Daily Rate

2302 All Short-Hour, Temporary and Casual Nurses shall be paid a rate that includes a twenty-five percent (25%) premium over the appropriate classification and step rate for any particular Nurse. This covers all classifications under the jurisdiction of the California Nurses Association including the classifications of Staff Nurse I, II, III, IV; Charge Nurse I, II, III, IV; Nurse Practitioner I, II, III; and Home Health Nurse I, II, III.

Section B - Credit for Previous Experience

Tenure Credit

2303 Newly employed Registered Nurses, Home Health Nurses and Nurse Practitioners shall receive one (1) year tenure credit for salary purposes only for every two (2) years of previous experience within their respective classification within the last ten (10) years prior to the date of employment. For the purpose of this Section, any previous part-time experience which has been on a basis of twenty (20) hours per week or more shall be considered as if it were full-time experience.

Automatic Tenure Credit

2304 Newly hired employees who are qualified and competent to perform to the Employer's position requirements shall receive automatic tenure credit pursuant to the above paragraph for experience previously acquired as a Registered Nurse, Home Health Nurse, or Nurse Practitioner. Newly hired Nurses with experience in foreign medical facilities who meet the above requirements shall qualify for tenure credit provided that all such experience is directly applicable and can be verified to the Employer's satisfaction. Only prior experience that can be verified under these circumstances shall be considered for tenure credit purposes.

Previous Experience With Kaiser

2305 Former employees who are hired back into the same classification held at the time of termination are treated as follows:

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

Former employees who have had at least six months of previous service and are hired back after six months, but less than one year from the date of termination may, at the discretion of the head of the facility, receive credit for prior service in determining the new starting rate. Under no circumstance will they receive less than the amount due under paragraph 2303 and 2304 above.

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

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

Other Experience

- 2306 Tenure credit for previous employment which does not fully conform to the above definition of previous experience shall be discussed at the request of the Association on a facility by facility basis.

Section C - Tenure Increases

Regular Nurses

- 2307 Upon completion of each required period of continuous employment each Regular Nurse shall receive an increase in accordance with the schedule listed in Appendix A - Wage Rates.
- 2308 With the exception of the Sacramento wage structure, Regular Nurses shall progress to the eighth year tenure step upon completion of seven (7) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the fifth year tenure step rate.
- 2309 Regular Nurses shall progress to the eleventh year tenure step upon completion of ten (10) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the eighth year tenure step rate.
- 2310 Regular Nurses shall progress to a sixteenth year tenure step upon completion of fifteen (15) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the eleventh year tenure step rate.
- 2311 Regular Nurses shall progress to the twenty-first year tenure step upon completion of twenty (20) years of continuous service (not broken by

termination) with Kaiser Permanente if they are presently at the sixteenth year tenure step rate.

- 2312 Regular Nurses shall progress to the twenty-sixth year tenure step upon completion of twenty-five (25) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the twenty-first year tenure step rate.

- 2313 Regular Nurses employed under the Sacramento wage structure shall be eligible for the tenure step increases described above with the exception that such increases commence with the eleventh year tenure step increase.

Short-Hour, Temporary and Casual Nurses

- 2314 Short-Hour, Temporary and Casual Nurses shall be eligible for progression through each tenure step upon the accumulation of one thousand (1,000) hours of work, provided, 1) no Nurse shall advance more than one (1) tenure step during the twelve (12) month period commencing with the date of employment or the date of the Nurse's most recent tenure advancement and 2) the accumulation of each one thousand (1,000) hours is accomplished in no more than three (3) years from the date of assignment to the Nurse's current tenure step. If a Nurse does not work at least one thousand (1,000) hours in such three (3) year period, the Nurse will remain in the same tenure step and must commence anew, accumulation of the one thousand (1,000) hours toward tenure advancement.
- 2315 With the exception of the Sacramento Wage Structure, Short-Hour and Casual Nurses shall progress to the eighth year tenure step upon completion of seven (7) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the fifth year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the fifth year tenure step.
- 2316 Short-Hour and Casual Nurses shall progress to the eleventh year tenure step upon completion of ten (10) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the eighth year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the eighth year tenure step.
- 2317 Short-Hour and Casual Nurses shall progress to the sixteenth year tenure step upon completion of fifteen (15) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the eleventh year tenure step rate and if they have completed at least one thousand (1,000) hours since progressing to the eleventh year tenure step.

2318 Short-Hour and Casual Nurses shall progress to the twenty-first year tenure step upon completion of twenty (20) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the sixteenth year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the sixteenth year tenure step.

2319 Short-Hour and Casual Nurses shall progress to the twenty-sixth year tenure step upon completion of twenty-five (25) years of continuous service (not broken by termination) with Kaiser Permanente if they are presently at the twenty-first year tenure step rate and if they have completed at least one thousand (1,000) hours of work since progressing to the twenty-first year tenure step.

2320 Short Hour and Casual Nurses employed under the Sacramento wage structure shall be eligible for the tenure step increases described above with the exception that such increases commence with the eleventh year tenure step increase.

Effective Date

2321 Tenure increases shall become effective at the beginning of the first full payroll period nearest the Nurse's step rate eligibility date as indicated for the Nurse's classification.

Section D - Differentials

Shift Differential for Eight-Hour Shifts

2322 Regular, Short-Hour, Temporary and Casual Nurses who commence a shift of four (4) hours or more on the evening shift as defined below shall be paid a differential of eleven percent (11%) of the first year rate of the Staff Nurse II salary or a night shift differential as defined below of seventeen and one-half percent (17 1/2%) of the first year rate of the Staff Nurse II salary.

2323 Nurses who are regularly scheduled, and are paid the contractual differential, for Night or Evening Shifts shall be paid such differential when they are required to attend meetings scheduled by the Employer, regardless of the times for the meetings, for all hours of such meetings.

Evening Shift Definition

2324 An evening shift shall be defined as any shift of four (4) hours or more commencing at or after 12:00 noon and terminating after 6:00 p.m.

Night Shift Definition

2325 A night shift shall be defined as any shift of four (4) hours or more commencing at or after 10:00 p.m. but before 6:00 a.m.

2326 Assignments to each shift shall be made in accordance with the Nurses' desires insofar as practicable; however, the final right to schedule is reserved to the Employer in order to insure the efficient and orderly operation of the Employer's facilities.

Shift Differential for Alternative Shifts

2327 In the administration of the above, where an alternate shift (ten or twelve hour) falls equally on two (2) shifts, the shift differential applicable to the higher shift shall be paid for all hours worked on such shifts.

Split Shift Differential

2328 Nurses performing work on split shifts shall be paid a premium equal to the minimum hourly wage set forth in the applicable Industrial Welfare Commission Order per day in addition to their regular rate of pay. A split shift is defined as a work day schedule which is interrupted by non-paid, non-working periods established by the Employer other than bona fide rest or meal periods. In addition, any split shift work completed beyond a spread of eleven (11) consecutive hours shall be paid at time and one-half (1 1/2) for all hours worked beyond the eleven (11) hour spread.

2329 Notwithstanding the foregoing, the applicable Industrial Welfare Commission Order shall govern to the extent that it establishes superior conditions.

Section E - Standby and Call-Back Pay

Standby

Conventional Standby

2330 Nurses on a predetermined work schedule who are placed on "standby" duty beyond their regularly scheduled work day or workweek shall be allowed, within the following thirty (30) days, compensatory time off equal to one-half (1/2) of the time they were on such "standby duty" or shall be compensated for such time at one-half (1/2) times their straight-time hourly rate including shift differential. The determination of whether shift differential is due or not due shall be based on the qualifications dealing with eligibility for shift differential as reflected in Section D - Differentials of this Article in relation to the standby hours assigned.

2331 Standby periods shall be divided into eight (8) hour periods and fractions thereof and provisions pertaining herein to the three (3) hour guarantee and eligibility for shift differential shall be applied to each such period separately.

Holiday Standby

2332 Nurses on standby on a paid holiday will be paid at the rate of three-fourths (3/4) of the sum of the straight-time rate and shift differential of such Nurse.

Call Back

On Standby

2333 Nurses on standby duty who are called in to work shall be compensated for the time worked at one and one-half (1 1/2) times their straight-time hourly rate including shift differential; provided, however, that such Nurses are guaranteed a minimum credit of three (3) hours work for each occasion on which they are called in. However, the total hours of work paid at time and one-half (1 1/2) shall not exceed the number of hours in the standby period assigned to the Nurse and, further, the number of hours credited to the Nurse at time and one-half (1 1/2) shall be deducted from the number of hours the Nurse has been on standby to determine the number of hours, if any, to be paid at one-half (1/2) time.

Not on Standby

2334 A Regular full-time Nurse who has completed a shift and leaves the facility but is recalled to work prior to the start of the Nurse's next scheduled shift shall be guaranteed a minimum of three (3) hours of work or pay at the rate of time and one-half (1 1/2).

Definition

2335 Work which is performed under this Section is defined as a call for a Nurse who has left the Employer's facilities to return to perform work of an indefinite duration but shall not be work performed continuous with the Nurse's daily work schedule.

Section F - Relief in Higher Classifications

2336 Registered Nurses who relieve in higher classifications shall receive additional compensation of five (5%) above current pay rate to commence the first day

of relief work. Payment for relief in higher classification shall be made for four (4) or more hours worked on each shift.

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

2337 The relief in higher class for supervisor shall be paid at a 6.0% premium above the RN's/NP's regular status in the wage structure (NOTE: for all Charge Nurse classifications, the rate of pay will be 1.0% (one percent) above his/her regular Step wage rate.) The RHC as Supervisor shall have whatever explicit authority is delegated by the Employer, except that the RHC as Supervisor shall not have the authority to hire, fire or discipline or have effective input into or effectively recommend same.

2338 Section H - Registered Nurse to Nurse Practitioner Promotions

Registered Nurses who are promoted to the Nurse Practitioner I classification shall be moved to the Nurse Practitioner I or II step, as appropriate, which provides a minimum of \$400 per month promotional increase.

2400 ARTICLE XXIV - FRINGE BENEFITS AND PART-TIME NURSES

Section A - Regular Part-time Nurses

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

Section B - Short-Hour, Temporary and Casual Nurses

2402 Short-Hour, Temporary and Casual Nurses shall receive one and one-half (1 1/2) times their regular hourly pay for all hours worked on a recognized holiday under this Agreement, and shift differential in accordance with Article XXIII, Section D - Differentials, and of Article XXIX, Section C - Accessibility to Health Plan for Short-Hour, Temporary and Casual Nurses relating to group health plan.

2403 Short-Hour, Temporary and Casual Nurses are ineligible for all other fringe benefits such as, but not necessarily limited to the following: split workweek differential, holidays, group life insurance, hospital-medical-surgical insurance,

dental insurance or accumulative benefits such as vacation pay, paid sick leave, and paid educational leave.

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

2500 ARTICLE XXV - DOMESTIC PARTNERS

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

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

Eligibility

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

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

2504 Have no other domestic partner at this time;

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

2506 Are not married to anyone;

2507 Are 18 years of age or older;

2508 Are not related to each other as a parent, brother or sister, half-brother or sister, niece, nephew, aunt, uncle, grandparent, or grandchild; and

2509 Have not been covered by Kaiser Permanente sponsored benefits with another domestic partner at any time during the last twelve (12) months.

2510 The Employer's provision of insurance benefits to domestic partners and their eligible dependents will be in accordance with applicable federal and state laws, withholding tax requirements and Internal Revenue Service requirements.

2600 ARTICLE XXVI - SICK LEAVE

Section A - Eligibility

Accumulation

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

Waiting Period

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

Section B - Payment of Sick Leave

2603 Pay for sick leave shall be base rate plus any shift differential to which the Nurse would have been entitled had the Nurse worked the regular schedule on the day or days of illness. Paid sick leave shall be counted as time worked for purposes of computing weekly overtime.

2604 For Nurses with one (1) or more years of continuous service, paid sick leave shall also apply for hours directly associated with medical, dental or mental health appointments. For those Nurses whose appointments are away from the facility where they work, the appointment shall be scheduled so that at least part of the scheduled appointment falls on the first or last hour of each paid period of scheduled work. The Nurse shall give written notice of at least twenty-four (24) hours and supply verification that the appointment was kept.

Section C - Proof of Disability

- 2605 If an employee claims sick leave, the Employer may require reasonable proof of disability sufficient to justify the employee's absence from work for the period claimed. The employer may also request verification of time off for individuals who demonstrate a pattern of inappropriate use of sick leave. Sick leave during which pay is received shall not be determined an interruption of a Nurse's continuous service date.
- 2606 The employer shall not make blanket requests for Verification of Treatments (VOTs). Such requests may be made of those individual employees who demonstrate a pattern of suspicious use of sick time.

Section D - Integration of UCD Benefits

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

Section E - Sick Leave During Vacation

- 2610 An employee hospitalized while on vacation is eligible to convert vacation time to unused sick leave for the period of hospitalization provided reasonable proof of the hospitalization is provided. Conversion of vacation time to sick leave time will apply only to those days the employee was pre-scheduled for vacation.
- 2611 An employee who suffers a disabling illness or injury of at least five (5) consecutive days duration while on prescheduled vacation leave, may convert fifty percent (50%) of the verified period of illness to unused sick leave. Such conversion shall be limited to blocks of pre-scheduled vacation of one or more weeks. The employer shall require reasonable proof of the disabling illness or injury, obtained at the time of the disabling event.

Section F - Sick Leave Account

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

2700 ARTICLE XXVII - VACATIONS

Section A - Eligibility

- 2701 Each Regular Full Time Nurse shall receive two (2) calendar weeks of vacation with pay upon the completion of twelve (12) months of continuous service; three (3) calendar weeks vacation with pay annually upon the completion of two (2) years of continuous service; and four (4) calendar weeks vacation with pay annually upon completion of five (5) years continuous service; and five (5) calendar weeks vacation with pay annually upon completion of ten (10) years of continuous service.
- 2702 Each Regular Nurse who has completed six (6) months of continuous employment shall be entitled to any vacation pay accrued during that period of time. Such paid vacation shall be charged against the Nurse's vacation accrual for the Nurse's first twelve (12) months of continuous service.

Section B - CNA Vacation Option

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

Section C - Payments

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

Vacation Eligibility

- 2705 Vacations for Regular Nurses working a minimum of twenty (20) but less than forty (40) hours per week shall be paid proportionate to the average number of hours regularly worked, but not less than regularly scheduled per week during the vacation accrual year. However, they are entitled to time off in full week increments pursuant to paragraph 2708, unless otherwise requested.
- 2706 Each Short Hour Nurse shall receive scheduled vacation time off without pay based upon their years of service, in direct proportion to the entitlement of Regular Nurses.
- 2707 In the event a Nurse is called back to work from vacation, such Nurse shall be paid at time and one-half for any vacation days worked and a replacement vacation day with pay will be scheduled at a future date. In instances where there is a combination of vacation and work on a pre-scheduled basis, vacation hours paid shall count as hours worked in determining eligibility for weekly overtime.

Section D - Scheduling of Vacation

Vacation Scheduling

- 2708 Unit/departmental vacation schedules shall be developed with sufficient full week vacation opportunity to cover all vacation liability, including the CNA Vacation Option described in Section B above to be utilized by employees as time off within the vacation year.
- 2709 Pre-scheduled vacation requests shall not be automatically denied based upon rules associated with limits as to the number of employees taking vacation in any one week. Before denying a request, the Employer shall make all reasonable attempts to accommodate conflicts considering the utilization of its availability policy, pre-scheduling of per-diem and short hour employees, shift trades in support of vacation scheduling and the employment of registry/travelers.
- 2710 Staffing shall meet with employees on an individual and/or uni/departmental basis before schedules are finalized in order to explore all reasonable options for resolving such conflicts.
- 2711 Similar consideration shall be given to non-prescheduled vacation requests, provided that such requests are submitted at least thirty (30) calendar days prior to the time to be taken. Regarding non-prescheduled requests made less than thirty (30) days in advance, good faith efforts shall be made to accommodate such requests, but in no event will the Employer incur any incremental costs in making such accommodations.

With regard to non-prescheduled vacation requests, operational needs of the unit shall be considered in making such determinations.

Selection Procedure

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

Schedule Preference

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

Vacation Segments

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

No Seasonal Ban

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

Deferred Vacation

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

Section E - Prorated Vacation Pay at Termination

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

Section F - Part-time Nurses Credit

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

Section G - Vacation Buy Back

- 2719 Nurses eligible for at least four (4) weeks vacation per year may during each anniversary year choose to receive pay in lieu of one (1) or two (2) weeks of vacation, provided the Employer has an operational need to assign such Nurse. Acceptance of such in lieu pay shall be at the discretion of the Nurse, but such acceptance shall require the Nurse to work for the in lieu period, rather than taking the time off in either paid or unpaid status. Sick leave shall not be applicable for the in lieu work period.

2800 ARTICLE XXVIII - HOLIDAYS

Section A - Recognized Holidays

Regular Holidays

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

Sunday Holidays - Observation

- 2802 Holidays falling on Sunday (Christmas, New Year's and July 4) shall be observed on that Sunday. Holiday premium rates for time worked on the holiday shall only be paid for hours worked on the Sunday shift to a maximum of eight (8) hours. Holiday premium rates will not apply to any hours worked on the Monday following the Sunday holiday shift. Regular employees whose normally scheduled day off falls on the Sunday holiday or who work the Sunday holiday and are entitled to

another day off, shall take their holiday off on the Monday following the Sunday holiday as required by the Employer (it is understood that medical center and other operations will be significantly reduced on the Monday following the Sunday holiday).

Float and Birthday Holidays

Floating Holiday

- 2803 Each nurse with 90 days of employment shall become eligible for one (1) floating holiday per calendar year. Each anniversary year the Employer and the employee shall agree on the day which shall be taken by the employee as a floating holiday. If the Employer and the employee do not reach such agreement, if the Nurse does not use the floating holiday, the day is to be added to the employee's next vacation.

Personal Birthday

- 2804 Regular Nurses with ninety (90) days of continuous service as a Regular Nurse will be entitled to their personal birthday as a recognized holiday. Such holiday shall be paid on a straight-time basis. If a Nurse's personal birthday falls on any of the other recognized holidays, the next regularly scheduled workday following such recognized holiday shall be considered as the Nurse's birthday. It is the responsibility of the Nurse to inform the supervisor annually one (1) month in advance of the date of the Nurse's birthday. The Nurse may substitute a day other than the birthday by mutual agreement with the Employer.

Confirmation

- 2805 Upon written request by the Nurse for time off for the Float or Birthday holiday, the facility will give written confirmation of approval or disapproval within two (2) weeks of the date of application subject to revision because of unforeseeable operational requirements.

Major Holidays Off

- 2806 Each Nurse qualifying for paid holidays shall be scheduled off work on at least one (1) of the following holidays each year: Christmas Day, New Year's Day.

Per Diem Availability

- 2807 Per-Diem employees must make themselves available to work at least four (4) shifts in any one Master Schedule which consists of two (2) consecutive payroll periods, two shifts of which, where required, must be on the weekend (pursuant to Article VII, Section G, paragraph 725 of the Agreement. Per-Diem employees are expected to be available for one (1) of the following: Christmas Day, New Year's Day, or for p.m. shifts, Christmas Eve or New Year's Eve, plus one additional contractually designated legal holiday.

Section B - Definition of a Holiday Shift

- 2808 A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.
- 2809 Regular work schedules shall not be changed to avoid payment of the holiday pay or overtime, or to require an extra day of work for the Nurse. If any conflict exists between this paragraph and paragraph 2806 above, the provisions of paragraph 2818 shall apply.

Section C - Holiday Eligibility

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

Section D - Holiday Pay Practices

Full-time Regular Nurses

- 2811 A full-time Regular Nurse who works on a recognized holiday shall, in addition to holiday pay, receive one and one-half (1 1/2) times the regular hourly pay for all hours worked.
- 2812 If a holiday falls on a full-time Regular Nurse's normal day off, the Nurse will be granted a work day off with pay within thirty (30) days of the holiday or an additional day's pay.
- 2813 A full-time Regular Nurse who works on a paid holiday may have the option to waive the holiday pay to which the Nurse is entitled (not the time and one-half (1 1/2) for hours worked on the holiday), and instead of holiday pay take compensatory time off without loss of salary at a later date. The date upon which the Nurse takes the compensatory time off shall be set only by mutual

agreement between the Nurse and the facility involved. If such mutual agreement on a date cannot be reached, the Nurse shall take such compensatory time off without loss of salary as an addition to the Nurse's next vacation or as payment upon termination, whichever comes first.

- 2814 Holidays paid for but not worked shall count as time worked for the purpose of computing weekly overtime if the holiday falls on the Nurse's normally scheduled work day.

Part-time Regular Nurses

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

If the holiday falls on a normally scheduled work day and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight-time rate as the employee would have received had (s)he worked.

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

If a holiday other than Thanksgiving, Christmas or New Year's Day falls on a day normally scheduled to work and the employee works such holiday, the employee shall receive two and one-half (2 1/2) times their pay for all hours worked.

If Thanksgiving, Christmas or New Year's Day falls on a day normally scheduled to work and the employee works such holiday, the employee shall have the option to receive two and one-half (2 1/2) times pay for all hours worked or one and one-half (1 1/2) times pay plus an additional day off. Such day(s) off shall be scheduled in the same manner as Regular full-time Registered Nurses as provided in paragraph 2813.

Differential Included

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

Section E - Holiday During Vacation

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

Section F - Rotation of Holiday Time

2818 The Employer shall use its best efforts to rotate equitably holiday time off among Regular Nurses for each unit. This provision shall not affect Section A - Recognized Holidays, paragraph 2806, guaranteeing each Regular Nurse at least one of the following holidays off: Christmas Day and New Year's Day.

Section G - Standby Pay on Holidays

2819 See Article XXIII, Section E - Standby and Call-Back Pay, paragraph 2332.

2900 ARTICLE XXIX - INSURANCE BENEFITS AND DEPENDENT CARE REIMBURSEMENT PROGRAM

Section A - Scope

Hospital-Medical-Surgical-Drug Coverage

2901 The Employer agrees to provide Kaiser Foundation Health Plan benefits currently described in the Evidence of Coverage identified as PID 10 EU 7 for Regular Nurses and their eligible dependents or to pay the premium required to the Alternate Medical Plan currently described as KP2RX. Such coverage shall become effective the first day of the month following assignment as a Regular Nurse. The Employer agrees to pay any additional premium payments required to maintain the benefits described above during the term of this Agreement.

2902 Should the Employer desire to change the health plan benefits described in paragraph 2901 upon expiration of an applicable collective bargaining agreement, it shall provide the Union with notice of such changes and an opportunity to bargain to agreement or impasse, as with any other mandatory subject of bargaining.

Maintenance of Benefits

2903 The Employer agrees to maintain the level of health benefits described in paragraph 2901 in place at the inception of the term of each collective bargaining agreement during the term of such agreement, absent mutual agreement of the parties to deviate from such benefit levels. It is understood by the parties that the term of the health plan contract between the insurer and the Employer may not be coextensive with the term of the collective bargaining agreement. Should the insurer seek to alter the benefits provided under the applicable Kaiser Foundation Health Plan benefit contract during the term of the collective bargaining agreement, the Employer shall pay an additional premium to the insurer

to prevent such changes from impacting bargaining unit members (e.g., "buy up" the changes). Should this not be feasible due to constraints imposed by the Insurer, the Employer shall provide notice and an opportunity to bargain over such changes to the Union. The Union and Employer shall bargain in good faith over such changes, and arrive at mutual agreement over maintenance of benefits or a mutually-acceptable alternative. Absence such mutual agreement, no change in the benefit shall be implemented.

Dental Plan Coverage

2904 The Dental Plan currently provided under Group #5454-9200, covering all Regular Nurses and eligible dependents will be paid for by the Employer provided such Nurse has been continuously employed as a Regular Nurse for six (6) or more continuous months. Orthodontic benefits for eligible dependents will also be paid for by the Employer provided the Nurse has been continuously employed as a Regular Nurse for six (6) or more months.

Section B - Health Care Spending Account

2905 Effective January 1, 2003, a Health Care Spending Account (HCSA) option will be provided to employees eligible for benefits. This account is a voluntary plan that allows the employee to set aside pre-tax dollars to pay for eligible health care expenses. The maximum HCSA annual contribution will be \$3,000. HCSA may be used to pay for certain expenses for the employee and eligible family members as permitted under IRS code.

Section C - Accessibility to Health Plan for Short-Hour, Temporary and Casual Nurses

2906 Short-Hour, Temporary and Casual Nurses whose regular predetermined work schedule is at least eight (8) hours per week may purchase at their own expense through a payroll deduction plan the same Kaiser Foundation Health Plan coverage available to Regular Nurses under this agreement provided that a minimum of seventy-five percent (75%) of all eligible Short-Hour, Temporary and Casual Nurses elect to purchase and continue to purchase such Health Plan coverage. Coverage will be offered in the Health Plan's three rate structure. If the figure goes below seventy-five percent (75%) at any time, such coverage will be discontinued under the eligibility rules.

Section D - Family Coverage

2907 Eligible Dependents as referred to in Section A - Scope above shall also include unmarried children/foster children (if formal/legal intent to adopt

is filed) of the employee and the employee's spouse/domestic partner to age twenty-five (25) provided they have the same regular address as the Nurse and are dependent on the Nurse for support and maintenance.

Dental Plan

- 2908 Employer provided coverage referred to in Section A- Scope above shall include the Nurse, the Nurse's spouse/domestic partner and eligible dependent children up to age twenty-five (25) provided they have the same regular address as the Nurse, and are dependent on the Nurse for support and maintenance. Orthodontic coverage applies only to eligible dependent children to age eighteen (18).

Parent/Parent-in-Law Coverage

- 2909 Effective the first day of the month following six months (6) after ratification of the Agreement, parents and parents-in-law of Regular employees will be offered the opportunity to purchase Senior Advantage health plan coverage at their own expense provided they are enrolled in Parts A and B of Medicare and meet the eligibility rules of the Senior Advantage health plan.
- 2910 The enrollment rules and plan design (benefits and co-pays) will match the Parent Plan provided to the Salaried employee group, and any change applicable to that group shall apply to individuals covered by this provision. The Employer shall not be required to bargain over such changes. However, the Employer shall provide the Association with forty-five (45) days' notice of the nature and date of such changes.

Section E - Change in Hospital-Medical-Surgical Coverage

- 2911 Nurses may change from one hospital-medical-surgical plan to another on January 1 of any year provided they submit a notice in writing to the Employer's Human Resource Service Center of their desire to change plans at least thirty (30) days prior to any January 1.

Section F - Retired Nurses Senior Advantage Coverage

- 2912 The Employer agrees to provide to those Regular Nurses covered by the Kaiser Foundation Health Plan currently described as Kaiser Permanente Senior Advantage (KPSA) or the Alternative Medical Plan coverage currently described as KP2RX integrated with Medicare. The medical benefits that retirees receive from the Senior Advantage program will be the same as those described as PID 10 EU 7 in Article XXIX, Section A

except for the optical benefit modification described in 2918 for Nurses hired on or after January 1, 1988. These benefits will be provided for retiring Nurses who meet the following qualifications:

Normal Retirement

- 2913 Sixty-five (65) years of age with ten (10) or more years of employment as a Regular employee of the Employer. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.

Postponed Retirement

- 2914 Termination of employment after the sixty-fifth (65th) birthday of an employee who has had ten (10) years of employment as a Regular employee as of his/her retirement. Coverage is effective for Nurses who retire on or after January 13, 1991 and meet eligibility requirements. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.

Disability Retirement

- 2915 A Nurse who terminates employment due to disability after ten (10) years of employment as a Regular Nurse of the Employer and who qualifies for Social Security Disability Income. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.

Early Retirement

- 2916 A Nurse who terminates employment after age fifty-five (55) with ten (10) or more years of service as a Regular Nurse. For Nurses hired after July 1, 1985 the years of service eligibility requirement shall be fifteen (15) years.
- 2917 Employees who meet the eligibility standards set forth above must be eligible for and participating in Parts A and B of Medicare. Dependents who are not yet Medicare-eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage.
- 2918 For Nurses hired on or after January 1, 1988 the retiree coverage described in Article XXIX, Section F - Retired Nurses Senior Advantage Coverage shall not include optical coverage.

2919 Employees retiring under the Early or Disability provisions referenced above shall become eligible for the Kaiser Foundation Health Plan Senior Advantage coverage (or the dual choice option of *Alternate Medical Plan* currently described as *KP2RX*) upon becoming eligible for and participating in Parts A and B of Medicare.

2920 Medicare-eligible employees who retire prior to May 25, 1998, along with their Medicare-eligible dependents, will be allowed to retain existing coverage presently described as *Medicare Cost* or may choose to enroll in the Senior Advantage Plan provided they meet eligibility requirements. Medicare-eligible retirees and dependents who retire on or after May 25, 1998 will be required to enroll in the Senior Advantage Plan. The medical benefits that retirees receive from the Senior Advantage program will continue to be the same as those described as *PID 10 EU 7* in Article XXIX, Section A. However, as described in Paragraph 2918, this coverage will not include optical for nurses hired on or after January 1, 1988. Retirees covered by Senior Advantage must receive all medical care at Kaiser Permanente facilities in order to receive benefits.

Section G – Cost for Post-Retirement Medical Coverage

2921 Costs for post-retirement medical coverage shall be shared as follows for employees who terminate on or after May 25, 1998, and who meet the eligibility requirements for retiree medical coverage. Such costs will be based on the January 1 retiree Senior Advantage group rate for each year.

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

Section H – Out of Area/Out of Region

2922 If individuals covered under this plan move outside the Kaiser Permanente service area, and do not elect the Alternate Medical Plan

currently described as *KP2RX*, Kaiser Permanente will offer its Medicare Out of Area Group Plan. However, effective May 25, 1998, such Medicare-eligible retirees and their dependents will be required to pay that amount of the Medicare Out of Area retiree group rate which is in excess of the Health Plan Senior Advantage retiree group rate in effect on January 1 of each year. This payment is in addition to the cost-sharing described in paragraph 2921.

2923 If individuals move to another Kaiser Permanente Service Area, Kaiser Permanente will offer an Out of Region group plan. Such individuals must enroll in Senior Advantage. Dependents who are not yet Medicare eligible must enroll in Kaiser Permanente's Senior Advantage Plan as soon as they become eligible in order to maintain health plan coverage. If the individual moves out of any Kaiser Permanente Service Area, an Out of Area plan currently described as *KP3RX* will be offered in addition to the Alternate Medical Plan.

Section I - Retiree Medical Option

2924 Nurses who terminate on or after July 1, 2003 and meet the Early or Disability Retirement eligibility for retiree medical will, upon retirement, have an irrevocable election to receive the applicable retiree medical plan (with cost sharing) which begins upon Medicare enrollment (usually age 65) or "GAP" coverage which will begin upon retirement and terminate upon reaching Medicare eligibility (usually 65). This will be a one-time election and will continue in force even if the retiree returns to work with this Union or in another employee category and subsequently retires again.

2925 The cost-sharing for GAP coverage will be as noted on the Retiree Medical Premium Co-Pay Chart, (Paragraph 2921).

2926 The premium charged for GAP coverage will be based on the group COBRA rates.

2927 Except as otherwise described, all other provisions of the contract regarding retiree coverage will apply.

Section J - Long Term Disability Plan

2928 Effective January 1, 1992 the Association will establish a Long Term Disability Plan for all Regular Nurses who elect to participate. Such Plan shall be implemented and administered solely by the Association with no contribution by the Employer.

2929 To assist the Association in the establishment of such Plan, the Employer will deduct Plan fees and contributions from the salary of all Regular Nurses who elect to participate. Such deductions shall be made monthly and remitted to the Association.

2930 The Association shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with Paragraph 2929 above.

Section K - Dependent Care Reimbursement Program

2931 A Dependent Care Reimbursement program known as the Dependent Care Spending Account shall be made available to all Regular Nurses.

3000 ARTICLE XXX - GROUP LIFE INSURANCE COVERAGE

3001 The Employer will provide each Regular Nurse with five thousand dollars (\$5,000) Group Life Insurance and five thousand dollars (\$5,000) Accidental Death and Dismemberment coverage currently provided under Group 95920 - E12 and the cost of such coverage shall be paid by the Employer.

3002 Such coverage shall become effective the first day of the month following the date the Nurse becomes a Regular Nurse.

3100 ARTICLE XXXI - RETIREMENT PROGRAM

3101 The Employer shall continue to participate in the Federal Old Age and Survivors' Program (Social Security).

Section A - Kaiser Permanente Employees Pension Plan

3102 Effective January 1, 2003, all Nurses shall become eligible to participate in the Kaiser Permanente Employees Pension Plan upon completing one (1) year of Service.

Service

3103 Years of Service determine eligibility for participation, vesting and retirement. Any calendar year in which a Nurse receives pay for 1,000 or more hours of employment is a year of Service. All employment with KP will be used to determine Service under the plan for vesting purposes.

Credited Service

3104 Years of Credited Service determine the benefit amount at Normal Retirement. Except as noted in paragraph 3105, for purposes of determining benefits under this plan, Credited Service will begin 1/1/03. Any calendar year in which a Nurse receives pay for 1,800 hours or more of employment is a full year of Credited Service. Partial years of Credited Service are counted for calendar years in which a Nurse receives pay for less than 1,800 hours.

Past Service Credit

3105 For Nurses on the payroll as of January 1, 2003 and who were previously covered by Employer contributions to the 401k plan, Past Service Credit for years prior to 2003 will be granted under the following provisions. For purposes of determining Credited Service for years prior to 2003, a total of 2,000 compensated hours will be considered as a full year; partial years of Credited Service will be granted based on 2,000 compensated hours. A maximum of three (3) Credited Service years will be granted under this "look back" provision. For Nurses with pre-1978 service, Past Service Credit is in addition to regular Credit Service years.

3106 For 2003, Nurses who are scheduled to work at least 32, 36 or 40 hours for the entire year of 2003 and who were scheduled to work at least 32, 36 or 40 hours for the entire year of 2002, up to 1 year will be granted under the Plan for 2002, based on compensated hours.

3107 For 2004, Nurses who are scheduled to work at least 36 or 40 hours for the entire year of 2004 and who were scheduled to work at least 36 or 40 hours for the entire year of 2001, up to 1 year will be granted under the Plan for 2001, based on compensated hours.

3108 For 2005, Nurses who are scheduled to work 40 hours for the entire year of 2005, and who were scheduled to work 40 hours for the entire year of 2000, up to 1 year will be granted under the Plan for 2000, based on compensated hours.

Eligibility for Pension and Amount of Benefits

Normal Retirement

3109 An employee is entitled to a Normal Monthly Pension if he/she retires on his/her 65th birthday and has completed at least one year of Service. The Normal Monthly Retirement Income shall be 1.4% of Final Average Monthly Compensation (FAMC is the average of the employee's base

monthly compensation rate for the highest sixty consecutive months within the last 120 months of employment) -multiplied by years and partial years of Credited Service. For purposes of determining FAMC, the base monthly compensation rate shall include evening and night shift differentials.

Postponed Retirement

- 3110 An employee is entitled to a Postponed Pension if he/she retires after his/her 65th birthday and has completed at least one year of Service. The Postponed Pension is computed in the same manner as a Normal Pension based upon the employee's Credited Service and Final Average Compensation as of his/her retirement date.

Disability Retirement

- 3111 An employee is entitled to a Disability Pension if he/she is eligible for and receives disability income benefits under Title II of the Social Security Act when he/she retires and if he/she has ten (10) or more years of Service. The Disability Pension is computed in the same manner as a Normal Pension, based upon the employee's years of Credited Service and Final Average Compensation at the time of his/her termination, and is not actuarially reduced.

Early Retirement

- 3112 An employee is entitled to an Early Pension if he/she retires after his/her fifty-fifth (55th) birthday and has ten (10) or more years of Service. The Early Pension is computed in the same manner as a Normal Pension based upon the employee's years of Credited Service and Final Average Compensation at the time of his/her termination, and is actuarially reduced based on age by 5% per year to reflect earlier commencement of benefits.

Deferred Vested Pension

- 3113 An employee is entitled to a Deferred Vested Pension if his/her employment terminates and s/he has completed five (5) years or more of Service. The Deferred Vested Pension is computed in the same manner as a Normal Pension, based upon the employee's years of Credited Service and Final Average Monthly Compensation at the time of his/her termination. Payments commence at age sixty five (65), subject to filing a retirement application.

Section B - Kaiser Permanente 401k Plan (KP401k)

- 3114 Effective January 1, 2003, the Employer shall no longer contribute into the KP401k Plan a sum equal to five percent (5%) of the Nurse's gross compensation.
- 3115 Each eligible Nurse may continue to make voluntary contributions to the KP401k.

3200 ARTICLE XXXII - LEAVES OF ABSENCE

Section A - Request Procedure

- 3201 A request for leave and extensions and approval thereof shall be in writing setting forth the details of the leave.
- 3202 Leaves of absence without pay may be granted employees at the discretion of the Administrator. Normally, an employee must have at least six (6) months of service to be considered for a leave of absence, except in the case of Association Leaves (See paragraphs 3233-3235). A leave of absence request shall not be unreasonably denied without adequate cause based upon operational requirements. The Employer will respond to leave of absence requests within fifteen (15) working days of receipt.

Section B - Periods of Leave

- 3203 An authorized leave of absence, except maternity and Association Leaves shall not be in excess of thirty (30) days, but may be extended for successive periods up to thirty (30) days each at the discretion of the Administrator. The total period of such authorized leaves shall not exceed six (6) months, except in the case of Association Leaves (see paragraphs 3233-3235 below).

Section C - Accruals During Disability Leave

Accrued Rights During Disability Leave

- 3204 A Nurse shall not forfeit any accrued rights during an authorized leave of absence without pay, but likewise, shall not accrue any rights during such leave. The Nurse shall not, for example, be eligible for holiday pay for holidays that fall during the leave.

Accrued Seniority During Disability Leave

- 3205 However, during the period of time that an employee is on a leave of absence resulting from an industrial injury or industrial illness incurred in the course of

employment or arising out of employment with the Employer, s/he shall accrue seniority as defined in Article VIII Section A - Seniority, Accumulation and Application, not to exceed twelve (12) months or in the case of a non-industrial disability seniority accrual shall not exceed six (6) months.

Industrial Leave

- 3206 An employee who has been on twelve (12) months' industrial leave of absence shall retain seniority until s/he returns to work or until such time as it is determined that s/he can not return to work and her/his employment is terminated, which ever comes first. Such seniority may be utilized for the purpose of bidding on vacancies for which s/he is qualified.

Section D - Return from Leave

Notice of Return

- 3207 Except for maternity leave (see Section H - Parental Leave: Birth or Adoption of a Child) prior notice of one (1) week may be required from each Nurse returning from authorized leave of absence.

Reinstatement

- 3208 When a Nurse returns from a leave of absence not exceeding thirty (30) days, in compliance with the approved terms of the leave, such Nurse shall be assigned to the same classification, position, unit and shift s(he) held before the leave.
- 3209 If the leave is in excess of thirty (30) days and the Nurse returns in compliance with the approved terms of the leave, the Employer will use its best efforts to, and will not unreasonably deny, return of the Nurse to the same classification, position, unit or shift as occupied at the commencement of the leave.

Section E - Health, Dental and Group Insurance During Leave

- 3210 A Nurse placed on an authorized leave of absence must pay the required premium necessary for continued hospital-medical-surgical, dental and group life insurance coverage during the period of leave, provided, however that Nurses on a leave of absence attributable to an industrial injury or illness as determined by the Workers' Compensation Appeals Board shall continue to be covered by hospital-surgical-medical insurance as described in Article XXIX, Section A - Hospital-Medical-Surgical-Drug Coverage at the Employer's expense for a period of time not to exceed twelve (12) months.

Section F - Paid Educational Leave

Criteria

- 3211 After completion of one (1) full year of service as a Regular Nurse, a Nurse will begin to earn paid educational leave at the rate of one (1) week per year accumulative to a maximum of four (4) weeks. The following shall serve as guidelines for the programs covered by paid educational leave:

Formally organized courses in nursing;

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

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

Formally organized specialized courses relating to nursing practice;

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

Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care;

Formally organized specialized programs not directly involving nursing but primarily related to patient's health and welfare (e.g. child development, counseling, home care, community health);

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

- 3212 The various areas covered above shall include those sponsored by a hospital, educational institutions, government agencies or professional associations.
- 3213 Requests for such leave shall be made in writing setting forth the details, i.e. dates, hours, subject, faculty and purpose for taking the course, seminar, etc. The Nurse may be requested by management to make a report on such activity in writing to the Director of Nursing.
- 3214 Permission for such educational leave will not be unreasonably denied.
- 3215 Educational leave shall be scheduled separately from vacations and shall not be used as a basis for denial of vacation requests for the same time off. When educational leave requests are made with less than 30 days

notice, operational needs of the unit shall be considered prior to the approval of such requests.

3216 RNs/NPs shall not be denied paid education leave solely on course content, provided that nursing continuing education units (CEUs or CMEs) are being offered for the requested class.

3217 In the event that more than one Nurse within a given Department requests the same Educational Leave day(s) off, and it is not feasible to grant all such requests, then the requests shall be honored in rotation on the basis of the bargaining unit seniority of Nurses within the Department, provided that the rotation shall commence anew each calendar year.

3218 It is understood that an individual Nurse shall have a choice in the selection of the types of educational programs in which the Nurse shall participate.

Method of Payment

3219 A Nurse shall be paid for up to five (5) days of educational leave per calendar year if the educational program occurs on a day that the Nurse is not scheduled to work, provided the educational program meets the other criteria established this Section. Such leave shall not count as time worked for the purpose of determining eligibility for overtime. All other educational leave shall not be paid if the educational program occurs on a day the Nurse is not scheduled to work.

3220 If the educational program occurs on a day the Nurse is scheduled to work, the following principles shall govern:

3221 If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the Nurse will be excused from her/his shift and receive eight (8) hours educational leave pay for such day, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours.

3222 If the educational program has a duration of less than four (4) hours and falls within the Nurse's shift in whole or in part, the Nurse will be paid for hours spent at the educational program and will work the balance of her/his shift or at the option of the Employer, the Nurse can be excused from her/his entire shift and be paid eight (8) hours educational leave pay or up to a maximum of the Nurse's regular schedule if less than eight (8) hours. The facility shall notify the Nurse of the option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day, or the Nurse's regular schedule if less than eight (8) hours.

3223

If the educational program has a duration of less than four (4) hours and falls entirely outside the Nurse's shift, the Nurse shall not receive educational leave pay. In view of the fact that Nurses assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, an exception to this subsection will be as follows:

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

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

Confirmation

3224 If written application for a paid or unpaid educational leave is received at least six (6) weeks prior to the effective date of the leave, the Employer will give written confirmation of approval or disapproval no later than four (4) weeks prior to the commencement of the leave. If written application is received less than six (6) weeks prior to the commencement of the leave, the Employer will give such written confirmation within two (2) weeks of receipt of the application.

Home Study

3225 A Nurse who is entitled to educational leave may elect to utilize up to five (5) days/forty (40) hours maximum of eligibility for educational leave pay on a day(s) the Nurse is not normally scheduled to work for the purpose of home study. The home study course must meet the following and all other criteria established for paid educational leave.

All home study must be approved prior to starting the course.

The course announcement must accompany the request for approval. Nurses will receive payment for CEU hours upon presentation of proof of successful completion of courses.

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

Home study will not be used to calculate overtime hours.

Section G - Unpaid Educational Leave

- 3226 Nurses may request unpaid leaves of absence to attend professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association. Such requests will be given equitable consideration and may be granted at the sole discretion of management.

Section H - Parental Leave (Birth or Adoption of a Child)

- 3227 Parental leave without pay up to six (6) months shall be granted to full-time and Regular part-time Nurses with one (1) or more years of continuous service. This leave may be extended up to an additional six (6) months upon mutual agreement between the Employer and the Nurse. Fathers, mothers and adoptive parents shall be eligible for this leave.
- 3228 The Employer agrees that it will not unreasonably withhold consent to extending parental leave. Unless extended, as provided above, the father, mother or adoptive parents shall return to work no later than three (3) months after delivery or adoption. Three (3) weeks notice in writing to the facility is required for return from parental leave of absence.

Section I - Funeral Leave

- 3229 When a death occurs in the immediate family of a Nurse, the Nurse shall be entitled to three (3) days leave of absence with pay.
- 3230 Immediate family is defined as spouse/domestic partner, sister, brother, daughter, son, mother, mother-in-law, father, father-in-law and grandparents.
- 3231 In addition, the Nurse shall be granted an additional two (2) days unpaid leave of absence if the funeral is out of state.

Section J - No Seasonal Ban

- 3232 A leave of absence request shall not be unreasonably denied because of the season of the year.

Section K - Association Leaves

- 3233 Upon request from the Association, the Employer shall grant time off to employees for official union business so long as the number of Nurses and Nurse Practitioners absent for Association business does not impose an unreasonable burden on the Employer and the Employer receives reasonable notice. Association Leaves shall be defined according to the following: 1) Short Term Leaves are defined as leaves up to 30 days. Employees will continue to accrue seniority, service credit and benefits during the time of the absence, at the expense of the Employer. The impact of multiple short term leaves on the operations must be considered: 2) Long Term Leaves are defined as leaves of absence for more than 30 days and up to a maximum of one (1) year, renewable through the duration of the contract. Such leaves will be granted by the Employer in increments of three (3) months and shall be reviewed periodically by the Employer's Labor Relations Director.
- 3234 The Association shall notify the Employer at least thirty (30) calendar days prior to the conclusion of any long-term leave of any employee covered by this provision of the Agreement. Such employee shall be returned to active employment pursuant to the employee's successful bid to a position within the bargaining unit for which he or she is qualified at the time of posting.
- 3235 The Employer shall not be responsible for providing health, dental, life insurance, or accrued time-off benefits during long term leave. However, bargaining unit seniority, service credit and credited service shall be bridged effective with the conclusion of such leave and the employee's return to active employment.
- 3300 ARTICLE XXXIII - PAY FOR JURY DUTY
- 3301 Nurses who are required to report for jury service will be paid the difference between their regular straight-time pay and jury pay received.
- 3302 A Nurse excused in time to work at the facility as provided above shall not be required to work in the facility to the extent that the combination of service on jury duty and hours worked in the facility exceed a normal eight (8) hour day. Night shift Nurses shall be excused from work on the night immediately preceding or immediately following service on jury duty.
- 3303 In the event that the combination of service on jury duty and hours worked in the facility exceed a normal forty (40) hour workweek, the Employer will use its

best efforts to grant a Regular Nurse the weekend off if such Nurse is scheduled to work the weekend.

3400 ARTICLE XXXIV - CALIFORNIA UNEMPLOYMENT AND DISABILITY COMPENSATION

3401 The Employer shall cause Nurses to be covered by unemployment and disability compensation in accordance with the terms of the California Unemployment Insurance Code. The above coverage may be adjusted during the life of this Agreement in the event future legislation is enacted that is applicable to non-profit hospitals.

3500 ARTICLE XXXV - NO REDUCTION OF SALARIES OR FRINGE BENEFITS

3501 There shall be no reduction of present salaries or fringe benefits. Except as otherwise specifically provided, no Nurse currently receiving more than the minimum rate specified in this Agreement for such work shall have the rate of compensation reduced as a result of the execution of this Agreement so long as the Nurse continues in the present assignment. This Section refers only to a straight-time rate in excess of that to which the Nurse is entitled as outlined in Article XXIV. Any existing superior practice shall be continued.

3600 ARTICLE XXXVI - SAFETY COMMITTEE

3601 A Safety Committee with Registered Nurse/Nurse Practitioner representation shall study and make recommendations regarding all problems pertaining to the Health and Safety of RN/NP employees. Such attendance on safety committees shall not result in loss of pay to employees. Recommendations to facility administration shall be responded to in writing within thirty (30) days. If the Safety Committee is in disagreement, or if the facility does not act upon the recommendations within thirty (30) days following receipt of the recommendations, the matter may be referred by the Association to the Special Review Panel (Article XIV, Section G - Resolution of Disputes with the PPC), under the procedures of the Section.

NOTE: The parties have further agreed to review, Region-wide, the Facility Safety Committee structure and appropriate level of RN/NP participation.

3700 ARTICLE XXXVII - TERMINATION NOTICE AND DISMISSALS

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

3701 Any regular Nurse who has been continuously employed by the Employer for six (6) months but less than twelve (12) months and whose employment is terminated because of a reduction in staff shall be given one (1) week's notice or one (1) week's regular straight-time pay equivalent to what the Nurse was receiving immediately prior to termination.

Section B - Employment After One (1) Year

3702 Any Regular Nurse who has been continuously employed by the Employer for over one (1) year and whose employment is terminated by the Employer, except Nurses terminated for just cause shall be given two (2) week's notice or two (2) week's regular straight-time pay equivalent to what the Nurse was receiving immediately prior to termination.

Section C - Grievance Procedure Rights

3703 Except as otherwise provided in Article V, Section A - Probationary Nurses, a Nurse terminated by the Employer may refer the matter to the grievance procedure if the Nurse believes the dismissal to be unwarranted.

3800 ARTICLE XXXVIII - ADJUSTMENT AND ARBITRATION

Section A - Grievance Procedure

3801 The Association, as the exclusive bargaining representative of employees in the bargaining unit, has the sole and exclusive right to file, pursue, withdraw or resolve grievances at any step of the procedure. The parties agree that the grievance/arbitration procedure is the sole and exclusive remedy for any and all disputes or rights arising from or relating to this Agreement. Nothing in this provision shall be construed to abridge or expand the ability of the Association or individual Nurses to pursue claims arising from rights established through statutes or regulations in appropriate legal or administrative forums.

Step One

3802 The first step of the grievance procedure shall be the discussion with the Nurse's immediate supervisor or the Director of Nursing. Every grievance must be initiated in the first step within thirty (30) calendar days of the date when the Nurse or the Association had knowledge (or in the normal course of events should have had knowledge) of the event

constituting the grievance. A grievance involving clerical errors may be presented within one (1) year from the date of such error.

3803 In the event the grievance concerns the discharge or suspension of the Nurse, the grievance must be presented in the first step or the second step within seven (7) calendar days following the discharge or suspension. The immediate supervisor, Director of Nursing, or Human Resources Consultant must give the aggrieved Nurse and/or Association representative, as the case may be, an answer within seven (7) calendar days after such discussion. If such answer is not satisfactory, the Association may appeal the grievance to Step Two or Step Three in writing within seven (7) calendar days from such answer.

Step Two

3804 A grievance appealed to the second step of the grievance procedure shall be discussed by the employee and Nurse Representative or Association Representative and the Human Resources Consultant or designee within fourteen (14) days of a written request for a second step hearing, unless extended by mutual agreement. The Employer response will be in writing within seven (7) calendar days following the Step Two meeting.

Step Three

3805 If a satisfactory adjustment is not made under the provisions of Step Two, the grievance may be appealed by the Association to the Labor Relations Manager or designee within seven (7) calendar days following the Employer's second step response. The Labor Relations Manager or designee shall meet with the Association Representative on a monthly basis to attempt to resolve all grievances then pending at Step Three. Such meetings shall be regularly scheduled at least one (1) day per month. Additional meetings may be scheduled by mutual agreement if necessary to review all pending grievances. The monthly meeting may also be canceled by mutual agreement if no grievances are pending.

3806 One (1) or more of the above grievance steps may be waived by mutual agreement of the Parties.

Step Four - Arbitration

3807 If the grievance is not settled in Step Three within ten (10) working days after the third step monthly meeting the Association may submit in writing that the matter be submitted to an impartial Arbitrator for determination. The Arbitrator shall be chosen by the Parties by mutual

agreement with a good faith effort by both Parties to increase mutual selection of female arbitrators.

3808 During the term of this Agreement the Parties agree to meet for the purposes of determining a more expeditious method of addressing grievances that are moved to the arbitration step of the Grievance Procedure. Until agreement is reached, or in the event that the Parties are unable to agree on such method, and no arbitrator is selected by mutual agreement as provided for in paragraph 3807 the Parties shall request and select from a panel of seven (7) arbitrators provided by FMCS. The selection of an arbitrator from such panel shall be in accordance with paragraph 3809 below.

3809 The Parties shall alternately strike one (1) name each from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial arbitrator.

3810 The submission in writing that the matter be submitted to an impartial arbitrator must be made not later than ten (10) days after the expiration of the time for settling the grievance in Step Three.

3811 In discharge and suspension cases, the Parties shall "request" the issuance of an award and condensed opinion within ten (10) days after submission, except in situations where either Party requires a written brief, in which case the award and condensed opinion shall be due within ten (10) days following receipt of such written briefs. At the request of either Party, the arbitrator shall render an expanded opinion at a later date.

Section B - Accelerated Arbitration Procedure

3812 The Parties have a good faith mutual objective in having discharge suspension, and similar cases heard and decided as promptly as possible without sacrificing or denying any necessary aspect of due process.

3813 In other cases, the grievance must be presented in Step Two in writing within thirty (30) days of the event giving rise to the grievance.

3814 In the case of discharge or suspension, a grievance must be presented in writing in Step Two within seven (7) calendar days of such discharge or suspension. Upon completion of the Step Three meeting, the Parties will determine if any or several of the following accelerated procedures can be agreed upon under the circumstances of the particular case:

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

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

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

Agreement to require an award with a condensed decision by the arbitrator within ten (10) days of the hearing and at the request of either party to receive an expanded opinion from the arbitrator at a later date.

Section C - Time Limit

- 3815 The arbitrator shall render her/his decision within thirty (30) days after the matter has been fully submitted, unless the Parties by mutual agreement extend such time limit. In discharge and suspension cases, the Parties shall "request" the issuance of an award and condensed opinion within ten (10) days after submission, except in situations where either party requires a written brief, in which case the award and condensed opinion shall be due within ten (10) days following receipt of such written briefs. At the request of either party, the arbitrator shall render an expanded opinion at a later date.

Section D - Scope of the Arbitrator's Authority

- 3816 The impartial arbitrator shall have no power to add to subtract from or to change any of the terms or conditions of this Agreement.

Section E - Final and Binding Decision

- 3817 The decision of the impartial arbitrator shall be final and binding upon the Parties.

Section F - Expenses of Arbitrator

- 3818 Expenses of any arbitration will be shared equally by the Employer and the Association. However, each party shall bear its own expenses of representation and witnesses.

Section G - Probation Period

- 3819 Regular Registered Nurses may be discharged without recourse to the grievance procedure within the first 90 days of employment. Short-Hour, Temporary and Casual Nurses may be discharged without recourse to the grievance procedure until such Nurse has been employed for 6 months or worked 300 hours, whichever comes first.

Section H - Just Cause

- 3820 The Employer shall have the right to discharge or assess disciplinary action for just cause.
- 3821 A Nurse may request to have an Association representative present at a meeting with the Employer when the Nurse reasonably believes such meeting may result in disciplinary action. Furthermore, the Employer shall advise a Nurse in advance if a requested meeting may result in suspension, discharge, or other discipline of the Nurse.

Section I - No Strikes or Lockouts

- 3822 There shall be no strikes, lockouts or other stoppages or interruptions of work during the life of this Agreement. All disputes arising under this Agreement shall be settled in accordance with the procedure outlined above.

Section J - Personnel Records

Access to Personnel Files

- 3823 The Nurse and/or the Nurse Representative and/or the Association Representative, if authorized in writing by the Nurse may examine any written warning, formal evaluation and written record of an oral warning which is issued with respect to such Nurse. Formal evaluations and written or oral warnings are not subject to the grievance procedure unless it results in or is relied upon to support future disciplinary or personnel actions. The Nurse may place in the file written comments on such material within two (2) weeks after inspection.
- 3824 Nurses shall be given an opportunity to read, sign and attach written comments to formal performance evaluations or formal letters of warning prior to the placement of such material into the Nurses' personnel file. It is understood that formal evaluations may address work performance and behavioral issues, but shall not include specific reference to disciplinary actions that may have previously been taken against the employee being evaluated.
- 3825 Warning letters and performance evaluations shall become a valid part of the personnel file if they have been signed by the Nurse, as proof of receipt only, or the Nurse Representative has been notified in writing of a Nurse's refusal to sign.
- 3826 Disciplinary actions that are more than eighteen (18) months old shall be segregated from other materials in personnel files and shall not be relied upon for purposes of discipline, transfers, or other personnel actions, unless (a) the RN/NP engages in the same or related conduct within eighteen (18) months from the date of the disciplinary action, or (b) the

conduct for which the disciplinary action was issued involved acts which result from willful negligence, use of drugs or alcohol, or are repetitive.

3827 Authorized staff representatives of the Association shall be allowed at Step Two or later upon request to the facility to inspect appropriate material in personnel files which is related to an alleged contract violation if the employee's written consent is presented to the facility designee. In arbitration, the facility will not submit any such material which it has denied right of inspection to the Association.

Changes in Personnel Records

3828 In any case where agreement has been reached between the facility and the Association to make revisions in the personnel records, the Association shall be allowed upon request to the facility designee to inspect such personnel records.

Section K - Notice to the California Nurses Association

3829 Notice in writing of discharge or suspension shall be sent to the Association within twenty-four (24) hours of such action excluding holidays and weekends. The seven (7) calendar days provided for filing in Step Two shall commence from the date that the notice to the Association is postmarked.

3900 ARTICLE XXXIX - SAVINGS CLAUSE

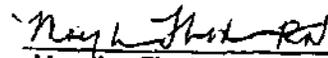
3901 If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America, the remaining provisions of the Agreement shall remain in full force and effect.

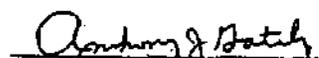
4000 ARTICLE XL - TERM OF AGREEMENT

4001 Except as provided herein, this Agreement shall become effective on September 1, 2002 and shall continue in effect without change, addition or amendment through August 31, 2006. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing to the other at least ninety (90) days prior to the expiration date of this Agreement of its desire to terminate or amend this Agreement. If a new Agreement is not reached prior to September 1, 2006 or any anniversary date thereafter, the Parties may, by mutual written consent extend the existing Agreement for a specified period of time.

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

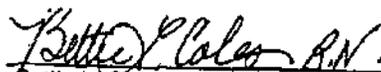
By: KAISER FOUNDATION HOSPITALS
THE PERMANENTE MEDICAL GROUP, INC.

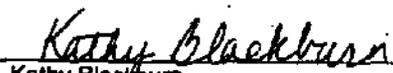

Mary Ann Thode
President, Northern California Region
Kaiser Foundation Health Plan, Inc.
Kaiser Foundation Hospitals

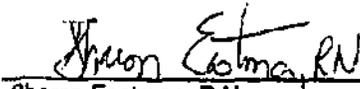

Anthony Gateff
Vice President and
Regional Medical Group Administrator
The Permanente Medical Group, Inc.


Judson Lively, M.D.
Physician-in-Chief
Diablo Service Area

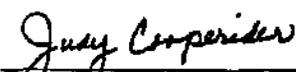

Julie Petrini, R.N.
Senior Vice President, NCAL
Operations

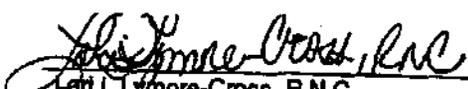

Bettie L. Coles, R.N.
Senior Vice President and
East-Bay Service Area Manager

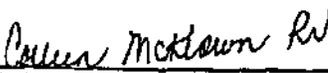

Kathy Blackburn
Vice President, Public Affairs for the
NCAL

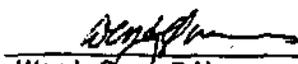

Sharon Eastman, R.N.
Associate Regional MGA
Oakland

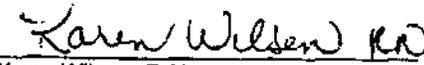

Henry Diaz
Director
Labor Relations, NCAL


Judy Cooperider, R.N.
ICU Clinical Unit Leader
Walnut Creek


Leti Lynmore-Cross, R.N.C.
Assistant Manager, Regional AACC
Vallejo


Colleen McKeown, R.N.
Senior Operations Leader
Capital Service Area


Wendy Quan, R.N.
Assistant MGA/DONP
Oakland


Karen Wilson, R.N.
Assistant Manager, Intensive Services
Hayward


Lynette Wong
Executive Consultant

By: CALIFORNIA NURSES ASSOCIATION

By: Rose Ann DeMoro
Rose Ann DeMoro
Executive Director

Deborah Burger RN
Deborah Burger, RN, SNIII
Bargaining Team Chair

Pat Barron, RN
Pat Barron, RN, CCRN, SNIII

Tyra Butler, RN
Tyra Butler, RN

Zedei Cortez RN
Zedei Cortez, RN, SNIII

Beverly Elemen NP
Beverly Elemen, NP

Leslie Hawkins RN, SNIII
Leslie Hawkins, RN, SNIII

Lesley Johnson RN, BSN
Lesley Johnson, RN, BSN

Karin Kidd RN, SNIII
Karin Kidd, RN, SNIII

Pamela Luiz PHN
Pamela Luiz, PHN

Bonnie Martin NP
Bonnie Martin, NP

Trande Phillips RN, SNIII
Trande Phillips, RN, SNIII

Wendy Wilson, RN, SNIII
Wendy Wilson, RN, SNIII

Kathy Zender NP
Kathy Zender, NP

By: James W. Ryder
James W. Ryder
Kaiser Division Director

Cindy Biggs RN
Cindy Biggs, RN

Fran Connick RN
Fran Connick, RN

Avis Doherty RN
Avis Doherty, RN

Chimene Gumbs RN
Chimene Gumbs, RN

Lauri Hoagland NP
Lauri Hoagland, NP

Mirthia Kaufman RN
Mirthia Kaufman, RN

Diane Koorsones, RN
Diane Koorsones, RN

Robert Marth RN
Robert Marth, RN

Jerome McCockran RN
Jerome McCockran, RN

Scott Warren RN
Scott Warren, RN

Beverly Weidyla RN
Beverly Weidyla, RN

Appendix

APPENDIX A – WAGE STRUCTURE

CNA-BAY AREA – SEPTEMBER 8, 2002 RATES

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	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Staff Nurse I	29.2987									
Staff Nurse II	30.7638	32.3018	33.9169	35.1332	36.0029	36.5429	37.2813	38.2070	38.9711	39.7505
Staff Nurse III	32.3018	33.9169	35.6127	36.8902	37.8031	38.3700	39.1454	40.1174	40.9197	41.7380
Staff Nurse IV	33.2247	34.8859	36.6303	37.9439	38.8831	39.4663	40.2638	41.2636	42.0888	42.9305
Staff Charge Nurse II	32.3018	33.9169	35.6127	36.8902	37.8031	38.3700	39.1454	40.1174	40.9197	41.7380
Staff Charge Nurse III	33.9169	35.6127	37.3933	38.7347	39.6933	40.2885	41.1027	42.1233	42.9657	43.8249
Staff Charge Nurse IV	34.8859	36.6302	38.4618	39.8411	40.8273	41.4396	42.2770	43.3268	44.1932	45.0770
Home Health Nurse I	30.7638	32.3018	33.9169	35.1332	36.0029	36.5429	37.2813	38.2070	38.9711	39.7505
Home Health Nurse II	32.3018	33.9169	35.6127	36.8902	37.8031	38.3700	39.1454	40.1174	40.9197	41.7380
Home Health Nurse III	33.2247	34.8859	36.6303	37.9439	38.8831	39.4663	40.2638	41.2636	42.0888	42.9305
Nurse Practitioner I	35.9934	37.7931	39.6828	41.1058	42.1234	42.7552	43.6191	44.7022	45.5962	46.5081
Nurse Practitioner II	36.9163	38.7622	40.7003	42.1598	43.2035	43.8515	44.7376	45.8484	46.7653	47.7008
Nurse Practitioner III	38.4545	40.3773	42.3961	43.9165	45.0036	45.6786	46.6016	47.7588	48.7139	49.8881
Staff Nurse I, Short Hour	36.6234									
Staff Nurse II, Short Hour	38.4545	40.3773	42.3961	43.9165	45.0037	45.6786	46.6016	47.7588	48.7139	49.6881
Staff Nurse III, Short Hour	40.3773	42.3961	44.5159	46.1128	47.2539	47.9825	48.9318	50.1468	51.1496	52.1725
Staff Nurse IV, Short Hour	41.5309	43.6074	45.7879	47.4299	48.6039	49.3329	50.3298	51.5795	52.6110	53.6631
Staff Charge Nurse II, Short Hour	40.3773	42.3961	44.5159	46.1128	47.2540	47.9625	48.9318	50.1468	51.1496	52.1725
Staff Charge Nurse III, Short Hour	42.3961	44.5159	46.7416	48.4184	49.6166	50.3606	51.3784	52.6541	53.7071	54.7811
Staff Charge Nurse IV, Short Hour	43.6074	45.7878	48.0773	49.8014	51.0341	51.7895	52.8463	54.1585	55.2415	56.3483
Home Health Nurse I, Short Hour	38.4545	40.3773	42.3961	43.9165	45.0036	45.6786	46.6016	47.7588	48.7139	49.6881
Home Health Nurse II, Short Hour	40.3773	42.3961	44.5159	46.1128	47.2539	47.9625	48.9318	50.1468	51.1496	52.1725
Home Health Nurse III, Short Hour	41.5309	43.6074	45.7879	47.4299	48.6039	49.3329	50.3298	51.5795	52.6110	53.6631
Nurse Practitioner I, Short Hour	44.9918	47.2414	49.6035	51.3823	52.6543	53.4440	54.5239	55.8778	56.9953	58.1351
Nurse Practitioner II, Short Hour	46.1454	48.4528	50.8754	52.8998	54.0044	54.8144	55.9220	57.3105	58.4566	59.6258
Nurse Practitioner III, Short Hour	48.0681	50.4716	52.9951	54.8956	56.2545	57.0983	58.2520	59.6985	60.8924	62.1101
Evening Differential	3.3840									
Night Differential	5.3836									

For Sacramento Valley applicable to Nurses hired on or before April 25, 1998
 For Bay Area, applicable to all Nurses
 Not applicable to Fresno Nurses

APPENDIX A – WAGE STRUCTURE

CNA-BAY AREA - EFFECTIVE OCTOBER 20, 2002 (4% ATB)

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	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Staff Nurse I	30.4706									
Staff Nurse II	31.9841	33.5939	35.2736	36.5385	37.4430	38.0046	38.7726	39.7353	40.5299	41.3405
Staff Nurse III	33.5939	35.2736	37.0372	38.3658	39.3152	39.9048	40.7112	41.7221	42.5565	43.4075
Staff Nurse IV	34.5537	36.2813	38.0955	39.4617	40.4384	41.0450	41.8744	42.9141	43.7724	44.6477
Charge Nurse II	33.5939	35.2736	37.0372	38.3658	39.3152	39.9048	40.7112	41.7221	42.5565	43.4075
Charge Nurse III	35.2736	37.0372	38.8890	40.2841	41.2810	41.9000	42.7468	43.8082	44.6843	45.5779
Charge Nurse IV	36.2813	38.0954	40.0003	41.4347	42.4604	43.0972	43.9681	45.0599	45.9809	46.8801
Home Health Nurse I	31.9841	33.5939	35.2736	36.5385	37.4430	38.0046	38.7726	39.7353	40.5299	41.3405
Home Health Nurse II	33.5939	35.2736	37.0372	38.3658	39.3152	39.9048	40.7112	41.7221	42.5565	43.4075
Home Health Nurse III	34.5537	36.2813	38.0955	39.4617	40.4384	41.0450	41.8744	42.9141	43.7724	44.6477
Nurse Practitioner I	37.4331	39.3048	41.2701	42.7500	43.8083	44.4654	45.3639	46.4903	47.4200	48.3684
Nurse Practitioner II	38.3930	40.3127	42.3283	43.8462	44.9316	45.6056	46.5271	47.8823	48.8359	49.6086
Nurse Practitioner III	39.927	41.9924	44.0919	45.6732	46.8037	47.5057	48.4657	49.6692	50.6625	51.6756
Staff Nurse I, Short Hour	38.0883									
Staff Nurse II, Short Hour	39.927	41.9924	44.0919	45.6732	46.8038	47.5057	48.4657	49.6692	50.6625	51.6756
Staff Nurse III, Short Hour	41.9924	44.0919	46.2965	47.9573	49.1441	49.8810	50.8891	52.1527	53.1956	54.2594
Staff Nurse IV, Short Hour	43.1921	45.3517	47.6194	49.3271	50.5481	51.3082	52.3430	53.6427	54.7154	55.8096
Charge Nurse II, Short Hour	41.9924	44.0919	46.2965	47.9573	49.1442	49.8810	50.8891	52.1527	53.1956	54.2594
Charge Nurse III, Short Hour	44.0919	46.2965	48.6113	50.3551	51.6013	52.3750	53.4335	54.7603	55.8554	56.9723
Charge Nurse IV, Short Hour	45.3517	47.6193	50.0004	51.7935	53.0755	53.6715	54.9602	56.3248	57.4512	58.6002
Home Health Nurse I, Short Hour	39.927	41.9924	44.0919	45.6732	46.8037	47.5057	48.4657	49.6692	50.6625	51.6756
Home Health Nurse II, Short Hour	41.9924	44.0919	46.2965	47.9573	49.1441	49.8810	50.8891	52.1527	53.1956	54.2594
Home Health Nurse III, Short Hour	43.1921	45.3517	47.6194	49.3271	50.5481	51.3082	52.3430	53.6427	54.7154	55.8096
Nurse Practitioner I, Short Hour	46.7915	49.1311	51.5876	53.4378	54.7605	55.5918	56.7049	58.1129	59.2751	60.4605
Nurse Practitioner II, Short Hour	47.9912	50.3909	52.9104	54.8078	56.1648	57.0070	58.1589	59.6029	60.7949	62.0108
Nurse Practitioner III, Short Hour	49.9908	52.4905	55.1149	57.0914	58.5047	59.3822	60.5821	62.0884	63.3281	64.5945
Evening Differential	3.5194									
Night Differential	5.5990									

For Sacramento Valley applicable to Nurses hired on or before April 25, 1998
 For Bay Area, applicable to all Nurses

APPENDIX A - WAGE STRUCTURE

CNA-BAY AREA - EFFECTIVE DECEMBER 29, 2002 (4% ATB)

108

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Interim Permittee	30.1051									
Staff Nurse I	31.6894									
Staff Nurse II	33.2739	34.9377	36.6845	38.0000	38.9407	39.5248	40.3235	41.3247	42.1511	42.9941
Staff Nurse III	34.9377	36.6845	38.5187	39.9004	40.8878	41.5010	42.3396	43.3910	44.2588	45.1438
Staff Nurse IV	35.9358	37.7328	39.6193	41.0402	42.0559	42.6868	43.5494	44.6307	45.5233	46.4336
Charge Nurse II	34.9377	36.6845	38.5187	39.9004	40.8878	41.5010	42.3396	43.3910	44.2588	45.1438
Charge Nurse III	36.6845	38.5187	40.4446	41.8955	42.9322	43.5760	44.4567	45.5605	46.4717	47.4010
Charge Nurse IV	37.7328	39.6192	41.6003	43.0921	44.1588	44.8211	45.7268	46.8623	47.7993	48.7553
Home Health Nurse I	33.2739	34.9377	36.6845	38.0000	38.9407	39.5248	40.3235	41.3247	42.1511	42.9941
Home Health Nurse II	34.9377	36.6845	38.5187	39.9004	40.8878	41.5010	42.3396	43.3910	44.2588	45.1438
Home Health Nurse III	35.9358	37.7328	39.6193	41.0402	42.0559	42.6868	43.5494	44.6307	45.5233	46.4336
Nurse Practitioner I	38.9304	40.8770	42.9209	44.4600	45.5606	46.2440	47.1785	48.3499	49.3168	50.3031
Nurse Practitioner II	39.9287	41.8252	44.0214	45.8000	46.7289	47.4298	48.3882	49.5896	50.5913	51.5929
Nurse Practitioner III	41.5924	43.6721	45.8556	47.5001	48.6758	49.4059	50.4043	51.6560	52.6890	53.7426
Staff Nurse I, Short Hour	39.6118									
Staff Nurse II, Short Hour	41.5924	43.6721	45.8556	47.5001	48.6760	49.4059	50.4043	51.6560	52.6890	53.7426
Staff Nurse III, Short Hour	43.6721	45.8556	48.1484	49.8756	51.1099	51.8782	52.9247	54.2388	55.3234	56.4298
Staff Nurse IV, Short Hour	44.9198	47.1658	49.5242	51.3002	52.5700	53.3584	54.4367	55.7884	56.9040	58.0420
Charge Nurse II, Short Hour	43.6721	45.8556	48.1484	49.8756	51.1100	51.8762	52.9247	54.2388	55.3234	56.4298
Charge Nurse III, Short Hour	45.8556	48.1484	50.5558	52.3693	53.6654	54.4700	55.5708	56.9507	58.0896	59.2512
Charge Nurse IV, Short Hour	47.1658	49.5241	52.0004	53.8652	55.1985	56.0264	57.1586	58.5778	59.7492	60.9442
Home Health Nurse I, Short Hour	41.5924	43.6721	45.8556	47.5001	48.6758	49.4059	50.4043	51.6560	52.6890	53.7426
Home Health Nurse II, Short Hour	43.6721	45.8556	48.1484	49.8756	51.1099	51.8762	52.9247	54.2388	55.3234	56.4298
Home Health Nurse III, Short Hour	44.9198	47.1658	49.5242	51.3002	52.5700	53.3584	54.4367	55.7884	56.9040	58.0420
Nurse Practitioner I, Short Hour	48.6632	51.0963	53.6511	55.5751	58.9509	57.8051	58.9731	60.4374	61.6481	62.8789
Nurse Practitioner II, Short Hour	49.9108	52.4065	55.0268	57.0001	58.4112	59.2673	60.4853	61.9870	63.2267	64.4912
Nurse Practitioner III, Short Hour	51.9904	54.5901	57.3195	59.3751	60.8449	61.7575	63.0054	64.5699	65.8812	67.1783
Evening Differential	3.6602									
Night Differential	5.8230									

Interim Permittees covered as of April 20, 2003
 For Sacramento Valley applicable to Nurses hired on or before April 25, 1998
 For Bay Area, applicable to all Nurses
 Not applicable to Fresno Nurses

APPENDIX A - WAGE STRUCTURE

CNA-BAY AREA - EFFECTIVE DECEMBER 28, 2003 (6.5% ATB)

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	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Interim Permittee	31.3093									
Staff Nurse I	33.7492									
Staff Nurse II	35.4367	37.2087	39.0690	40.4700	41.4718	42.0939	42.9445	44.0108	44.8909	45.7887
Staff Nurse III	37.2087	39.0690	41.0224	42.4939	43.5455	44.1988	45.0917	46.2114	47.1356	48.0781
Staff Nurse IV	38.2716	40.1852	42.1948	43.7078	44.7895	45.4614	46.3801	47.5317	48.4823	49.4518
Charge Nurse II	37.2087	39.0690	41.0224	42.4939	43.5455	44.1988	45.0917	46.2114	47.1356	48.0781
Charge Nurse III	39.0690	41.0224	43.0735	44.6187	45.7228	46.4084	47.3464	48.5219	49.4924	50.4821
Charge Nurse IV	40.1852	42.1944	44.3043	45.8931	47.0291	47.7345	48.6990	49.9083	50.9063	51.9244
Home Health Nurse I	35.4367	37.2087	39.0690	40.4700	41.4718	42.0939	42.9445	44.0108	44.8909	45.7887
Home Health Nurse II	37.2087	39.0690	41.0224	42.4939	43.5455	44.1988	45.0917	46.2114	47.1356	48.0781
Home Health Nurse III	38.2716	40.1852	42.1948	43.7078	44.7895	45.4614	46.3801	47.5317	48.4823	49.4518
Nurse Practitioner I	41.4609	43.5340	45.7108	47.3499	48.5220	49.2499	50.2451	51.4926	52.5224	53.5728
Nurse Practitioner II	42.5241	44.6503	46.8828	48.5640	49.7663	50.5127	51.5334	52.8129	53.8691	54.9464
Nurse Practitioner III	44.2959	46.5108	48.8362	50.5876	51.8397	52.6173	53.6806	55.0136	56.1138	57.2359
Staff Nurse I, Short Hour	42.1866									
Staff Nurse II, Short Hour	44.2959	46.5108	48.8362	50.5876	51.8399	52.6173	53.6806	55.0136	56.1138	57.2359
Staff Nurse III, Short Hour	46.5108	48.8362	51.2780	53.1175	54.4320	55.2482	56.3648	57.7643	58.9194	60.0977
Staff Nurse IV, Short Hour	47.8396	50.2316	52.7433	54.6347	55.9871	56.8267	57.9751	59.4146	60.6028	61.8147
Charge Nurse II, Short Hour	46.5108	48.8362	51.2780	53.1175	54.4322	55.2482	56.3648	57.7643	58.9194	60.0977
Charge Nurse III, Short Hour	48.8362	51.2780	53.8419	55.7733	57.1537	58.0106	59.1829	60.6525	61.8654	63.1025
Charge Nurse IV, Short Hour	50.2316	52.7432	55.3804	57.3864	58.7884	59.6681	60.8739	62.3854	63.6329	64.9056
Home Health Nurse I, Short Hour	44.2959	46.5108	48.8362	50.5876	51.8397	52.6173	53.6806	55.0136	56.1138	57.2359
Home Health Nurse II, Short Hour	46.5108	48.8362	51.2780	53.1175	54.4320	55.2482	56.3648	57.7643	58.9194	60.0977
Home Health Nurse III, Short Hour	47.8396	50.2316	52.7433	54.6347	55.9871	56.8267	57.9751	59.4146	60.6028	61.8147
Nurse Practitioner I, Short Hour	51.8263	54.4176	57.1384	59.1875	60.8527	61.5624	62.8064	64.3659	65.6531	66.9660
Nurse Practitioner II, Short Hour	53.1550	55.8129	58.6035	60.7051	62.2079	63.1410	64.4168	66.0162	67.3364	68.6831
Nurse Practitioner III, Short Hour	55.3698	58.1385	61.0453	63.2345	64.7998	65.7717	67.1008	68.7689	70.1422	71.5449
Evening Differential	3.8981									
Night Differential	6.2015									

For Sacramento Valley applicable to Nurses hired on or before April 25, 1998
 For Bay Area, applicable to all Nurses

APPENDIX A – WAGE STRUCTURE

CNA-BAY AREA - EFFECTIVE DECEMBER 26, 2004 (6% ATB)

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Interim Permittee	33.1879									
Staff Nurse I	35.7742									
Staff Nurse II	37.5629	39.4412	41.4131	42.8982	43.9601	44.6195	45.5212	46.6514	47.5844	48.5360
Staff Nurse III	39.4412	41.4131	43.4837	45.0435	46.1582	46.8505	47.7972	48.9841	49.9637	50.9628
Staff Nurse IV	40.5679	42.5963	44.7263	46.3303	47.4769	48.1891	49.1629	50.3836	51.3912	52.4189
Charge Nurse II	39.4412	41.4131	43.4837	45.0435	46.1582	46.8505	47.7972	48.9841	49.9637	50.9628
Charge Nurse III	41.4131	43.4837	45.6579	47.2958	48.4662	49.1929	50.1872	51.4332	52.4619	53.5110
Charge Nurse IV	42.5963	44.7261	46.9626	48.6467	49.8506	50.5966	51.6209	52.9028	53.9607	55.0399
Home Health Nurse I	37.5629	39.4412	41.4131	42.8982	43.9601	44.6195	45.5212	46.6514	47.5844	48.5360
Home Health Nurse II	39.4412	41.4131	43.4837	45.0435	46.1582	46.8505	47.7972	48.9841	49.9637	50.9628
Home Health Nurse III	40.5679	42.5963	44.7263	46.3303	47.4769	48.1891	49.1629	50.3836	51.3912	52.4189
Nurse Practitioner I	43.9486	46.1460	48.4534	50.1909	51.4333	52.2049	53.2598	54.5622	55.6737	56.7872
Nurse Practitioner II	45.0755	47.3293	49.6956	51.4776	52.7523	53.5435	54.6254	55.9617	57.1012	58.2432
Nurse Practitioner III	46.9537	49.3014	51.7664	53.6229	54.9501	55.7743	56.9014	58.3144	59.4806	60.6701
Staff Nurse I, Short Hour	44.7178									
Staff Nurse II, Short Hour	46.9537	49.3014	51.7664	53.6229	54.9501	55.7743	56.9014	58.3144	59.4806	60.6701
Staff Nurse III, Short Hour	49.3014	51.7664	54.3547	56.3046	57.6979	58.5631	59.7467	61.2302	62.4546	63.7036
Staff Nurse IV, Short Hour	50.7100	53.2455	55.9079	57.9128	59.3463	60.2363	61.4536	62.9795	64.2390	65.5236
Charge Nurse II, Short Hour	49.3014	51.7664	54.3547	56.3046	57.6981	58.5631	59.7467	61.2302	62.4546	63.7036
Charge Nurse III, Short Hour	51.7664	54.3547	57.0724	59.1197	60.5829	61.4812	62.7339	64.2917	65.5773	66.8887
Charge Nurse IV, Short Hour	53.2455	55.9079	58.7032	60.8084	62.3136	63.2482	64.5263	66.1285	67.4509	68.7999
Home Health Nurse I, Short Hour	46.9537	49.3014	51.7664	53.6229	54.9501	55.7743	56.9014	58.3144	59.4806	60.6701
Home Health Nurse II, Short Hour	49.3014	51.7664	54.3547	56.3046	57.6979	58.5631	59.7467	61.2302	62.4546	63.7036
Home Health Nurse III, Short Hour	50.7100	53.2455	55.9079	57.9128	59.3463	60.2363	61.4536	62.9795	64.2390	65.5236
Nurse Practitioner I, Short Hour	54.9359	57.6827	60.5667	62.7388	64.2919	65.2561	66.5748	68.2277	69.5923	70.9640
Nurse Practitioner II, Short Hour	56.3443	59.1617	62.1197	64.3474	65.9404	66.9295	68.2818	69.9772	71.3766	72.8041
Nurse Practitioner III, Short Hour	58.6920	61.6268	64.7080	67.0286	68.6878	69.7180	71.1268	72.8829	74.3507	75.8376
Evening Differential	4.1320									
Night Differential	6.5736									

For Sacramento Valley applicable to Nurses hired on or before April 25, 1998
 For Bay Area, applicable to all Nurses
 Not applicable to Fresno Nurses

APPENDIX A – WAGE STRUCTURE

CNA-BAY AREA - EFFECTIVE DECEMBER 25, 2005 (6% ATB)

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Interim Permittee	35.1792									
Staff Nurse I	37.9207									
Staff Nurse II	39.8167	41.8077	43.8979	45.4721	46.5977	47.2967	48.2525	49.4505	50.4395	51.4482
Staff Nurse III	41.8077	43.8979	46.0927	47.7461	48.9277	49.6615	50.6650	51.9231	52.9615	54.0205
Staff Nurse IV	43.0020	45.1521	47.4099	49.1101	50.3255	51.0804	52.1127	53.4066	54.4747	55.5640
Charge Nurse II	41.8077	43.8979	46.0927	47.7461	48.9277	49.6615	50.6650	51.9231	52.9615	54.0205
Charge Nurse III	43.8979	46.0927	48.3974	50.1335	51.3742	52.1445	53.1984	54.5192	55.6096	56.7217
Charge Nurse IV	45.1521	47.4097	49.7804	51.5655	52.9418	53.6345	54.7162	56.0770	57.1983	58.3423
Home Health Nurse I	39.8167	41.8077	43.8979	45.4721	46.5977	47.2967	48.2525	49.4505	50.4395	51.4482
Home Health Nurse II	41.8077	43.8979	46.0927	47.7461	48.9277	49.6615	50.6650	51.9231	52.9615	54.0205
Home Health Nurse III	43.0020	45.1521	47.4099	49.1101	50.3255	51.0804	52.1127	53.4066	54.4747	55.5640
Nurse Practitioner I	46.6855	48.9148	51.3606	53.2024	54.5193	55.3372	56.4554	57.6571	59.0141	60.1944
Nurse Practitioner II	47.7800	50.1691	52.6775	54.5665	55.9174	56.7561	57.9029	59.3406	60.5273	61.7378
Nurse Practitioner III	49.7709	52.2595	54.8724	56.8403	58.2471	59.1208	60.3155	61.8133	63.0494	64.3103
Staff Nurse I, Short Hour	47.4009									
Staff Nurse II, Short Hour	49.7709	52.2595	54.8724	56.8403	58.2473	59.1208	60.3155	61.8133	63.0494	64.3103
Staff Nurse III, Short Hour	52.2595	54.8724	57.6160	59.6829	61.1596	62.0769	63.3315	64.9040	66.2019	67.5258
Staff Nurse IV, Short Hour	53.7526	56.4402	59.2624	61.3876	62.9071	63.8505	65.1408	66.7583	68.0933	69.4550
Charge Nurse II, Short Hour	52.2595	54.8724	57.6160	59.6829	61.1600	62.0769	63.3315	64.9040	66.2019	67.5258
Charge Nurse III, Short Hour	54.8724	57.6160	60.4967	62.6869	64.2179	65.1807	66.4879	68.1492	69.5119	70.9020
Charge Nurse IV, Short Hour	56.4402	59.2623	62.2254	64.4569	66.0524	67.0431	68.3979	70.0862	71.4980	72.9279
Home Health Nurse I, Short Hour	49.7709	52.2595	54.8724	56.8403	58.2471	59.1208	60.3155	61.8133	63.0494	64.3103
Home Health Nurse II, Short Hour	52.2595	54.8724	57.6160	59.6829	61.1596	62.0769	63.3315	64.9040	66.2019	67.5258
Home Health Nurse III, Short Hour	53.7526	56.4402	59.2624	61.3876	62.9071	63.8505	65.1408	66.7583	68.0933	69.4550
Nurse Practitioner I, Short Hour	58.2321	61.1437	64.2007	66.5031	68.1494	69.1715	70.5693	72.3214	73.7678	75.2430
Nurse Practitioner II, Short Hour	59.7250	62.7114	65.8469	68.2082	69.8968	70.9453	72.3787	74.1758	75.6592	77.1723
Nurse Practitioner III, Short Hour	62.2135	65.3244	68.5905	71.0503	72.8091	73.9011	75.3944	77.2665	78.8117	80.3879
Evening Differential	4.3799									
Night Differential	6.9680									

For Sacramento Valley applicable to Nurses hired on or before April 25, 1998
 For Bay Area, applicable to all Nurses
 Not applicable to Fresno Nurses

APPENDIX A - WAGE STRUCTURE

CNA-SACRAMENTO - SEPTEMBER 8, 2002 RATES

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 6 Step 6	Year 7 Step 7	Year 8 Step 8	Year 11 Step 9	Year 16 Step 10	Year 21 Step 11	Year 26 Step 12
Staff Nurse I	24.9039											
Staff Nurse II	26.9336	28.2803	29.6943	30.9750	31.8044	34.0151	35.1332	36.0029	36.3629	36.7230	37.4430	38.1631
Staff Nurse III	28.2803	29.6943	31.1790	32.5238	33.3946	35.7159	36.8899	37.8030	38.1810	38.5592	39.3152	40.0713
Staff Nurse IV	29.0883	30.5427	32.0698	33.4530	34.3488	36.7363	37.9439	38.8831	39.2719	39.6608	40.4384	41.2161
Staff Charge Nurse II	28.2803	29.6943	31.1790	32.5238	33.3946	35.7159	36.8899	37.8030	38.1810	38.5592	39.3152	40.0713
Staff Charge Nurse III	29.6943	31.1790	32.7380	34.1500	35.0643	37.5017	38.7344	39.6932	40.0901	40.4872	41.2810	42.0749
Staff Charge Nurse IV	30.5427	32.0698	33.6733	35.1257	36.0662	38.5731	39.8411	40.8273	41.2355	41.6438	42.4603	43.2759
Home Health Nurse I	26.9336	28.2803	29.6943	30.9750	31.8044	34.0151	35.1332	36.0029	36.3629	36.7230	37.4430	38.1631
Home Health Nurse II	28.2803	29.6943	31.1790	32.5238	33.3946	35.7159	36.8899	37.8030	38.1810	38.5592	39.3152	40.0713
Home Health Nurse III	29.0883	30.5427	32.0698	33.4530	34.3488	36.7363	37.9439	38.8831	39.2719	39.6608	40.4384	41.2161
Staff Nurse I, Short Hour	31.1289											
Staff Nurse II, Short Hour	33.6670	35.3504	37.1179	38.7188	39.7555	42.5189	43.9165	45.0036	45.4536	45.9038	46.8038	47.7039
Staff Nurse III, Short Hour	35.3504	37.1179	38.9738	40.6548	41.7433	44.8449	46.1124	47.2538	47.7263	48.1990	49.1440	50.0891
Staff Nurse IV, Short Hour	36.3604	38.1784	40.0873	41.8163	42.9360	45.9204	47.4299	48.6039	49.0899	49.5760	50.5480	51.5201
Staff Charge Nurse II, Short Hour	35.3504	37.1179	38.9738	40.6548	41.7433	44.8449	46.1124	47.2538	47.7263	48.1990	49.1440	50.0891
Staff Charge Nurse III, Short Hour	37.1179	38.9738	40.9225	42.6875	43.8304	46.8771	48.4180	49.6185	50.1126	50.6090	51.6013	52.5936
Staff Charge Nurse IV, Short Hour	38.1784	40.0873	42.0916	43.9071	45.0828	48.2164	49.8014	51.0341	51.5444	52.0548	53.0754	54.0961
Home Health Nurse I, Short Hour	33.6670	35.3504	37.1179	38.7188	39.7555	42.5189	43.9165	45.0036	45.4536	45.9038	46.8038	47.7039
Home Health Nurse II, Short Hour	35.3504	37.1179	38.9738	40.6548	41.7433	44.8449	46.1124	47.2538	47.7263	48.1990	49.1440	50.0891
Home Health Nurse III, Short Hour	36.3604	38.1784	40.0873	41.8163	42.9360	45.9204	47.4299	48.6039	49.0899	49.5760	50.5480	51.5201
Evening Differential	2.9627											
Night Differential	4.7134											

Applicable to Sacramento Nurses hired on or after April 26, 1998
 Applicable to all Fresno Nurses, except Nurse Practitioners

APPENDIX A - WAGE STRUCTURE

CNA-SACRAMENTO - EFFECTIVE OCTOBER 20, 2002 (4% ATB)

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 6 Step 6	Year 7 Step 7	Year 8 Step 8	Year 11 Step 9	Year 16 Step 10	Year 21 Step 11	Year 26 Step 12
Staff Nurse I	25.9001											
Staff Nurse II	28.0109	29.4115	30.8821	32.2140	33.0766	35.3757	36.5385	37.4430	37.8174	38.1919	38.9407	39.6896
Staff Nurse III	29.4115	30.8821	32.4262	33.8248	34.7304	37.1445	38.3655	39.3151	39.7082	40.1018	40.8878	41.6742
Staff Nurse IV	30.2518	31.7644	33.3526	34.7911	35.7228	38.2058	39.4617	40.4384	40.8428	41.2472	42.0559	42.8647
Staff Charge Nurse II	29.4115	30.8821	32.4262	33.8248	34.7304	37.1445	38.3655	39.3151	39.7082	40.1016	40.8878	41.6742
Staff Charge Nurse III	30.8821	32.4262	34.0475	35.5160	36.4669	39.0018	40.2838	41.2809	41.6937	42.1067	42.9322	43.7579
Staff Charge Nurse IV	31.7644	33.3526	35.0202	36.5307	37.5088	40.1160	41.4347	42.4604	42.8849	43.3096	44.1587	45.0080
Home Health Nurse I	28.0109	29.4115	30.8821	32.2140	33.0766	35.3757	36.5385	37.4430	37.8174	38.1919	38.9407	39.6896
Home Health Nurse II	29.4115	30.8821	32.4262	33.8248	34.7304	37.1445	38.3655	39.3151	39.7082	40.1016	40.8878	41.6742
Home Health Nurse III	30.2518	31.7644	33.3526	34.7911	35.7228	38.2058	39.4617	40.4384	40.8428	41.2472	42.0559	42.8647
Staff Nurse I, Short Hour	32.3751											
Staff Nurse II, Short Hour	35.0137	36.7644	38.6026	40.2676	41.3457	44.2197	45.6732	46.8037	47.2717	47.7400	48.6760	49.6121
Staff Nurse III, Short Hour	36.7644	38.6026	40.5328	42.2810	43.4130	46.4307	47.9569	49.1440	49.6354	50.1270	51.0988	52.0927
Staff Nurse IV, Short Hour	37.8148	39.7055	41.6908	43.4890	44.6534	47.7572	49.3271	50.5481	51.0535	51.5590	52.5699	53.5809
Staff Charge Nurse II, Short Hour	36.7644	38.6026	40.5328	42.2810	43.4130	46.4307	47.9569	49.1440	49.6354	50.1270	51.0988	52.0927
Staff Charge Nurse III, Short Hour	38.6026	40.5328	42.5594	44.3950	45.5836	48.7522	50.3547	51.6012	52.1171	52.6334	53.6654	54.6973
Staff Charge Nurse IV, Short Hour	39.7055	41.6908	43.7753	45.6834	46.8961	50.1451	51.7935	53.0755	53.6062	54.1370	55.1984	56.2599
Home Health Nurse I, Short Hour	35.0137	36.7644	38.6026	40.2676	41.3457	44.2197	45.6732	46.8037	47.2717	47.7400	48.6760	49.6121
Home Health Nurse II, Short Hour	36.7644	38.6026	40.5328	42.2810	43.4130	46.4307	47.9569	49.1440	49.6354	50.1270	51.0988	52.0927
Home Health Nurse III, Short Hour	37.8148	39.7055	41.6908	43.4890	44.6534	47.7572	49.3271	50.5481	51.0535	51.5590	52.5699	53.5809
Evening Differential	3.0812											
Night Differential	4.9019											

Applicable to Sacramento Nurses hired on or after April 26, 1998
 Applicable to all Fresno Nurses, except Nurse Practitioners

APPENDIX A - WAGE STRUCTURE

CNA-SACRAMENTO - EFFECTIVE DECEMBER 29, 2002 (4% ATB)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 11	Year 16	Year 21	Year 26
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Interim Permittee	25.5892											
Staff Nurse I	26.9361											
Staff Nurse II	29.1313	30.5880	32.1174	33.5026	34.3997	36.7907	38.0000	38.9407	39.3301	39.7196	40.4983	41.2772
Staff Nurse III	30.5880	32.1174	33.7232	35.1778	36.1198	38.6303	39.9001	40.8877	41.2965	41.7057	42.5233	43.3412
Staff Nurse IV	31.4619	33.0350	34.6867	36.1827	37.1517	39.7340	41.0402	42.0559	42.4765	42.8971	43.7381	44.5793
Staff Charge Nurse II	30.5880	32.1174	33.7232	35.1778	36.1198	38.6303	39.9001	40.8877	41.2965	41.7057	42.5233	43.3412
Staff Charge Nurse III	32.1174	33.7232	35.4094	36.9366	37.9256	40.5619	41.8952	42.9321	43.3614	43.7910	44.6495	45.5082
Staff Charge Nurse IV	33.0350	34.6867	36.4210	37.9919	39.0092	41.7206	43.0921	44.1588	44.6003	45.0420	45.9250	46.8083
Home Health Nurse I	29.1313	30.5880	32.1174	33.5026	34.3997	36.7907	38.0000	38.9407	39.3301	39.7196	40.4983	41.2772
Home Health Nurse II	30.5880	32.1174	33.7232	35.1778	36.1198	38.6303	39.9001	40.8877	41.2965	41.7057	42.5233	43.3412
Home Health Nurse III	31.4619	33.0350	34.6867	36.1827	37.1517	39.7340	41.0402	42.0559	42.4765	42.8971	43.7381	44.5793
Staff Nurse I, Short Hour	33.6701											
Staff Nurse II, Short Hour	36.4142	38.2350	40.1467	41.8783	42.9995	45.8885	47.5001	48.6758	49.1626	49.6496	50.8230	51.5966
Staff Nurse III, Short Hour	38.2350	40.1467	42.1541	43.9722	45.1495	48.2879	49.8752	51.1098	51.6208	52.1321	53.1542	54.1764
Staff Nurse IV, Short Hour	39.3274	41.2937	43.3584	45.2286	46.4395	49.6675	51.3002	52.5700	53.0956	53.6214	54.6727	55.7241
Staff Charge Nurse II, Short Hour	38.2350	40.1467	42.1541	43.9722	45.1495	48.2879	49.8752	51.1098	51.6208	52.1321	53.1542	54.1764
Staff Charge Nurse III, Short Hour	40.1467	42.1541	44.2618	46.1708	47.4069	50.7023	52.3689	53.6652	54.2018	54.7387	55.8120	56.8852
Staff Charge Nurse IV, Short Hour	41.2937	43.3584	45.5263	47.4899	48.7615	52.1509	53.8652	55.1985	55.7504	56.3025	57.4063	58.5103
Home Health Nurse I, Short Hour	36.4142	38.2350	40.1467	41.8783	42.9995	45.9885	47.5001	48.6758	49.1626	49.6496	50.8230	51.5966
Home Health Nurse II, Short Hour	38.2350	40.1467	42.1541	43.9722	45.1495	48.2879	49.8752	51.1098	51.6208	52.1321	53.1542	54.1764
Home Health Nurse III, Short Hour	39.3274	41.2937	43.3584	45.2286	46.4395	49.6675	51.3002	52.5700	53.0956	53.6214	54.6727	55.7241
Evening Differential	3.2044											
Night Differential	5.0980											

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Interim Permittees covered as of April 20, 2003
 Applicable to Sacramento Nurses hired on or after April 26, 1998
 Applicable to all Fresno Nurses, except Nurse Practitioners

APPENDIX A - WAGE STRUCTURE

CNA-SACRAMENTO - EFFECTIVE DECEMBER 28, 2003 (6.5% ATB)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 11	Year 16	Year 21	Year 26
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Interim Permittee	27.2525											
Staff Nurse I	28.6869											
Staff Nurse II	31.0248	32.5762	34.2050	35.8803	36.6357	39.1821	40.4700	41.4718	41.8866	42.3014	43.1307	43.9602
Staff Nurse III	32.5762	34.2050	35.9152	37.4644	38.4674	41.1413	42.4936	43.5454	43.9808	44.4166	45.2873	46.1584
Staff Nurse IV	33.5069	35.1823	36.9413	38.5346	39.5666	42.3167	43.7078	44.7895	45.2375	45.6854	46.5811	47.4770
Staff Charge Nurse II	32.5762	34.2050	35.9152	37.4644	38.4674	41.1413	42.4936	43.5454	43.9808	44.4166	45.2873	46.1584
Staff Charge Nurse III	34.2050	35.9152	37.7110	39.3375	40.3908	43.1984	44.6184	45.7227	46.1788	46.6374	47.5517	48.4662
Staff Charge Nurse IV	35.1823	36.9413	38.7884	40.4614	41.5448	44.4324	45.8931	47.0291	47.4993	47.9697	48.9101	49.8508
Home Health Nurse I	31.0248	32.5762	34.2050	35.8803	36.6357	39.1821	40.4700	41.4718	41.8866	42.3014	43.1307	43.9602
Home Health Nurse II	32.5762	34.2050	35.9152	37.4644	38.4674	41.1413	42.4936	43.5454	43.9808	44.4166	45.2873	46.1584
Home Health Nurse III	33.5069	35.1823	36.9413	38.5346	39.5666	42.3167	43.7078	44.7895	45.2375	45.6854	46.5811	47.4770
Staff Nurse I, Short Hour	35.8587											
Staff Nurse II, Short Hour	38.7811	40.7203	42.7562	44.6004	45.7945	48.9778	50.5876	51.8397	52.3582	52.8768	53.9135	54.9504
Staff Nurse III, Short Hour	40.7203	42.7562	44.8941	46.8304	48.0842	51.4266	53.1171	54.4319	54.9762	55.5207	56.6092	57.6979
Staff Nurse IV, Short Hour	41.8837	43.9778	46.1767	48.1685	49.4581	52.8959	54.6347	55.9871	56.5468	57.1058	58.2264	59.3462
Staff Charge Nurse II, Short Hour	40.7203	42.7562	44.8941	46.8304	48.0842	51.4266	53.1171	54.4319	54.9762	55.5207	56.6092	57.6979
Staff Charge Nurse III, Short Hour	42.7562	44.8941	47.1388	49.1719	50.4883	53.9979	55.7729	57.1534	57.7249	58.2967	59.4388	60.5827
Staff Charge Nurse IV, Short Hour	43.9778	46.1767	48.4855	50.5767	51.8310	55.5407	57.3664	58.7864	59.3742	59.9622	61.1377	62.3135
Home Health Nurse I, Short Hour	38.7811	40.7203	42.7562	44.6004	45.7945	48.9778	50.5876	51.8397	52.3582	52.8768	53.9135	54.9504
Home Health Nurse II, Short Hour	40.7203	42.7562	44.8941	46.8304	48.0842	51.4266	53.1171	54.4319	54.9762	55.5207	56.6092	57.6979
Home Health Nurse III, Short Hour	41.8837	43.9778	46.1767	48.1685	49.4581	52.8959	54.6347	55.9871	56.5468	57.1058	58.2264	59.3462
Evening Differential	3.4127											
Night Differential	5.4294											

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Applicable to Sacramento Nurses hired on or after April 26, 1998
 Applicable to all Fresno Nurses, except Nurse Practitioners

APPENDIX A - WAGE STRUCTURE

CNA-SACRAMENTO - EFFECTIVE DECEMBER 28, 2004 (6% ATB)

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 6 Step 6	Year 7 Step 7	Year 8 Step 8	Year 11 Step 9	Year 16 Step 10	Year 21 Step 11	Year 26 Step 12
Interim Permittee	28.8877											
Staff Nurse I	30.4081											
Staff Nurse II	32.8863	34.5308	36.2573	37.8211	38.8338	41.5330	42.8982	43.9601	44.3998	44.8395	45.7185	46.5978
Staff Nurse III	34.5308	36.2573	38.0701	39.7123	40.7754	43.6098	45.0432	46.1581	46.6196	47.0816	48.0045	48.9279
Staff Nurse IV	35.5173	37.2932	39.1578	40.8467	41.9406	44.8557	46.3303	47.4769	47.9518	48.4265	49.3760	50.3256
Staff Charge Nurse II	34.5308	36.2573	38.0701	39.7123	40.7754	43.6098	45.0432	46.1581	46.6196	47.0816	48.0045	48.9279
Staff Charge Nurse III	36.2573	38.0701	39.9737	41.8978	42.8142	45.7903	47.2955	48.4661	48.9507	49.4356	50.4048	51.3742
Staff Charge Nurse IV	37.2932	39.1578	41.1157	42.8891	44.0375	47.0983	48.6467	49.8508	50.3493	50.8479	51.8447	52.8418
Home Health Nurse I	32.8863	34.5308	36.2573	37.8211	38.8338	41.5330	42.8982	43.9601	44.3998	44.8395	45.7185	46.5978
Home Health Nurse II	34.5308	36.2573	38.0701	39.7123	40.7754	43.6098	45.0432	46.1581	46.6196	47.0816	48.0045	48.9279
Home Health Nurse III	35.5173	37.2932	39.1578	40.8467	41.9406	44.8557	46.3303	47.4769	47.9518	48.4265	49.3760	50.3256
Staff Nurse I, Short Hour	38.0102											
Staff Nurse II, Short Hour	41.1080	43.1635	45.3216	47.2764	48.5422	51.9165	53.6229	54.9501	55.4997	56.0494	57.1483	58.2474
Staff Nurse III, Short Hour	43.1635	45.3216	47.5877	49.6402	50.9693	54.5122	56.3041	57.6978	58.2748	58.8519	60.0058	61.1598
Staff Nurse IV, Short Hour	44.3967	46.6165	48.9473	51.0586	52.4256	56.0697	57.9128	59.3463	59.9396	60.5332	61.7200	62.9070
Staff Charge Nurse II, Short Hour	43.1635	45.3216	47.5877	49.6402	50.9693	54.5122	56.3041	57.6978	58.2748	58.8519	60.0058	61.1598
Staff Charge Nurse III, Short Hour	45.3216	47.5877	49.9671	52.1222	53.5176	57.2378	59.1193	60.5826	61.1884	61.7945	63.0062	64.2177
Staff Charge Nurse IV, Short Hour	46.6165	48.9473	51.3946	53.6113	55.0469	58.8731	60.8084	62.3136	62.9367	63.5599	64.8060	66.0523
Home Health Nurse I, Short Hour	41.1080	43.1635	45.3216	47.2764	48.5422	51.9165	53.6229	54.9501	55.4997	56.0494	57.1483	58.2474
Home Health Nurse II, Short Hour	43.1635	45.3216	47.5877	49.6402	50.9693	54.5122	56.3041	57.6978	58.2748	58.8519	60.0058	61.1598
Home Health Nurse III, Short Hour	44.3967	46.6165	48.9473	51.0586	52.4256	56.0697	57.9128	59.3463	59.9396	60.5332	61.7200	62.9070
Evening Differential	3.6175											
Night Differential	5.7552											

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Applicable to Sacramento Nurses hired on or after April 26, 1998
Applicable to all Fresno Nurses, except Nurse Practitioners

APPENDIX A - WAGE STRUCTURE

CNA-SACRAMENTO - EFFECTIVE DECEMBER 25, 2005 (6%)

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 6 Step 6	Year 7 Step 7	Year 8 Step 8	Year 11 Step 9	Year 16 Step 10	Year 21 Step 11	Year 26 Step 12
Interim Permittee	30.6210											
Staff Nurse I	32.2326											
Staff Nurse II	34.8595	36.6026	38.4327	40.0904	41.1638	44.0250	45.4721	46.5977	47.0638	47.5299	48.4616	49.3937
Staff Nurse III	36.6026	38.4327	40.3543	42.0950	43.2219	46.2264	47.7458	48.9276	49.4168	49.9065	50.8848	51.8636
Staff Nurse IV	37.6483	39.5308	41.5073	43.2975	44.4570	47.5470	49.1101	50.3256	50.8289	51.3321	52.3396	53.3451
Staff Charge Nurse II	36.6026	38.4327	40.3543	42.0950	43.2219	46.2264	47.7458	48.9276	49.4168	49.9065	50.8848	51.8636
Staff Charge Nurse III	38.4327	40.3543	42.3721	44.1997	45.3831	48.5377	50.1332	51.3741	51.8877	52.4017	53.4291	54.4567
Staff Charge Nurse IV	39.5308	41.5073	43.5828	45.4624	46.6798	49.9242	51.5855	52.8418	53.3703	53.8988	54.9554	56.0123
Home Health Nurse I	34.8595	36.6026	38.4327	40.0904	41.1638	44.0250	45.4721	46.5977	47.0638	47.5299	48.4616	49.3937
Home Health Nurse II	36.6026	38.4327	40.3543	42.0950	43.2219	46.2264	47.7458	48.9276	49.4168	49.9065	50.8848	51.8636
Home Health Nurse III	37.6483	39.5308	41.5073	43.2975	44.4570	47.5470	49.1101	50.3256	50.8289	51.3321	52.3396	53.3451
Staff Nurse I, Short Hour	40.2908											
Staff Nurse II, Short Hour	43.5745	45.7533	48.0409	50.1130	51.4547	55.0315	56.8403	58.2471	58.8297	59.4124	60.5772	61.7422
Staff Nurse III, Short Hour	45.7533	48.0409	50.4430	52.6186	54.0275	57.7829	59.6823	61.1597	61.7713	62.3830	63.6061	64.8294
Staff Nurse IV, Short Hour	47.0605	49.4135	51.8841	54.1221	55.5711	59.4339	61.3876	62.9071	63.5360	64.1652	65.4232	66.6814
Staff Charge Nurse II, Short Hour	45.7533	48.0409	50.4430	52.6186	54.0275	57.7829	59.6823	61.1597	61.7713	62.3830	63.6061	64.8294
Staff Charge Nurse III, Short Hour	48.0409	50.4430	52.9651	55.2495	56.7287	60.6721	62.6665	64.2178	64.8597	65.5022	66.7868	68.0708
Staff Charge Nurse IV, Short Hour	49.4135	51.8841	54.4783	56.8280	58.3497	62.4055	64.4569	66.0524	66.7129	67.3735	68.6944	70.0154
Home Health Nurse I, Short Hour	43.5745	45.7533	48.0409	50.1130	51.4547	55.0315	56.8403	58.2471	58.8297	59.4124	60.5772	61.7422
Home Health Nurse II, Short Hour	45.7533	48.0409	50.4430	52.6186	54.0275	57.7829	59.6823	61.1597	61.7713	62.3830	63.6061	64.8294
Home Health Nurse III, Short Hour	47.0605	49.4135	51.8841	54.1221	55.5711	59.4339	61.3876	62.9071	63.5360	64.1652	65.4232	66.6814
Evening Differential	3.8348											
Night Differential	6.1005											

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Applicable to Sacramento Nurses hired on or after April 26, 1998
Applicable to all Fresno Nurses, except Nurse Practitioners

APPENDIX A – WAGE STRUCTURE

CNA-FRESNO – SEPTEMBER 8, 2002 RATES

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 11	Year 16	Year 21	Year 26
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Nurse Practitioner I	31.5265	33.5757	35.2545	35.7729	36.3818	36.9275	38.6749	40.7471	41.5620	42.3932
Nurse Practitioner II	32.5015	34.6141	36.3448	36.8793	37.5070	38.0696	39.8710	42.0073	42.8474	43.7043
Nurse Practitioner III	34.1266	36.3448	38.1620	38.7233	39.3824	39.9731	41.8646	44.1077	44.9898	45.8895
Nurse Practitioner I, Short Hour										
Nurse Practitioner II, Short Hour										
Nurse Practitioner III, Short Hour										
Evening Differential										
Night Differential										

NOTE: Fresno "in lieu" rate of Nurse Practitioners is 25%, effective date January 12, 2003.

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Applicable to all Fresno Nurse Practitioners

APPENDIX A – WAGE STRUCTURE

CNA-FRESNO – EFFECTIVE OCTOBER 20 2002 (4% ATB)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 11	Year 16	Year 21	Year 26
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Nurse Practitioner I	33.7856	36.0487	37.9026	38.0916	38.7574	39.3542	40.8505	43.5314	45.3138	47.1497
Nurse Practitioner II	34.8156	37.0787	38.9326	39.1216	39.7874	40.3842	41.8805	44.5614	46.3438	48.1797
Nurse Practitioner III	36.5564	38.9326	40.8792	41.0777	41.7768	42.4034	43.9745	46.7895	48.6610	50.5887
Nurse Practitioner I, Short Hour	37.7856	40.0487	41.9026	42.0916	42.7574	43.3542	44.8505	47.5314	49.3138	51.1497
Nurse Practitioner II, Short Hour	38.8156	41.0787	42.9326	43.1216	43.7874	44.3842	45.8805	48.5614	50.3438	52.1797
Nurse Practitioner III, Short Hour	40.5564	42.9326	44.8792	45.0777	45.7768	46.4034	47.9745	50.7895	52.6610	54.5887
Evening Differential	3.0812									
Night Differential	4.9019									

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APPENDIX A – WAGE STRUCTURE

CNA - FRESNO – EFFECTIVE DECEMBER 29, 2002 (4% ATB)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 11	Year 16	Year 21	Year 26
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Nurse Practitioner I	35.1370	37.4906	39.4187	39.6153	40.3077	40.9284	42.4845	45.2727	47.1264	49.0357
Nurse Practitioner II	36.2082	38.5618	40.4899	40.6865	41.3789	41.9996	43.5557	46.3439	48.1976	50.1069
Nurse Practitioner III	38.0187	40.4899	42.5144	42.7208	43.4479	44.0995	45.7335	48.6611	50.6074	52.6122
Nurse Practitioner I, Short Hour	39.1370	41.4906	43.4187	43.6153	44.3077	44.9284	46.4845	49.2727	51.1264	53.0357
Nurse Practitioner II, Short Hour	40.2082	42.5618	44.4899	44.6865	45.3789	45.9996	47.5557	50.3439	52.1976	54.1069
Nurse Practitioner III, Short Hour	42.0187	44.4899	46.5144	46.7208	47.4479	48.0995	49.7335	52.6611	54.6074	56.6122
Evening Differential	3.2044									
Night Differential	5.0980									

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Applicable to all Fresno Nurse Practitioners

APPENDIX A – WAGE STRUCTURE

CNA-FRESNO – EFFECTIVE DECEMBER 28, 2003 (6.5% ATB)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 11	Year 16	Year 21	Year 28
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Nurse Practitioner I	37.4209	39.9275	41.9809	42.1903	42.9277	43.5887	45.2460	48.2154	50.1896	52.2230
Nurse Practitioner II	38.5617	41.0683	43.1217	43.3311	44.0685	44.7296	46.3868	49.3563	51.3304	53.3638
Nurse Practitioner III	40.4899	43.1217	45.2778	45.4977	46.2720	46.9660	48.7062	51.6241	53.8969	56.0320
Nurse Practitioner I, Short Hour	41.4209	43.9275	45.9809	46.1903	46.9277	47.5887	49.2460	52.2154	54.1896	56.2230
Nurse Practitioner II, Short Hour	42.5617	45.0683	47.1217	47.3311	48.0685	48.7296	50.3868	53.3563	55.3304	57.3638
Nurse Practitioner III, Short Hour	44.4899	47.1217	49.2778	49.4977	50.2720	50.9660	52.7062	55.6241	57.8969	60.0320
Evening Differential	3.4127									
Night Differential	5.4294									

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Applicable to all Fresno Nurse Practitioners

APPENDIX A – WAGE STRUCTURE

CNA - FRESNO – EFFECTIVE DECEMBER 26, 2004 (6% ATB)

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Nurse Practitioner I	39.6662	42.3232	44.4998	44.7217	45.5034	46.2040	47.9608	51.1083	53.2010	55.3564
Nurse Practitioner II	40.8754	43.5324	45.7090	45.9310	46.7126	47.4134	49.1700	52.3177	54.4102	56.5656
Nurse Practitioner III	42.9193	45.7090	47.9945	48.2276	49.0483	49.7840	51.6286	54.9335	57.1307	59.3939
Nurse Practitioner I, Short Hour	43.6662	46.3232	48.4998	48.7217	49.5034	50.2040	51.9608	55.1083	57.2010	59.3564
Nurse Practitioner II, Short Hour	44.8754	47.5324	49.7090	49.9310	50.7126	51.4134	53.1700	56.3177	58.4102	60.5656
Nurse Practitioner III, Short Hour	46.9193	49.7090	51.9945	52.2276	53.0483	53.7840	55.6286	58.9335	61.1307	63.3939
Evening Differential	3.6175									
Night Differential	5.7552									

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Applicable to all Fresno Nurse Practitioners

APPENDIX A – WAGE STRUCTURE

CNA-FRESNO – EFFECTIVE DECEMBER 25, 2005 (6% ATB)

	Year 1 Step 1	Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5	Year 8 Step 6	Year 11 Step 7	Year 16 Step 8	Year 21 Step 9	Year 26 Step 10
Nurse Practitioner I	42.0462	44.8626	47.1698	47.4050	48.2336	48.9762	50.8384	54.1748	56.3931	58.6778
Nurse Practitioner II	43.3279	46.1443	48.4515	48.6869	49.5154	50.2582	52.1202	55.4568	57.6748	59.9595
Nurse Practitioner III	45.4945	48.4515	50.8742	51.1213	51.9912	52.7710	54.7263	58.2295	60.5585	62.9575
Nurse Practitioner I, Short Hour	46.0462	48.8626	51.1698	51.4050	52.2336	52.9762	54.8384	58.1748	60.3931	62.6778
Nurse Practitioner II, Short Hour	47.3279	50.1443	52.4515	52.6869	53.5154	54.2582	56.1202	59.4568	61.6748	63.9595
Nurse Practitioner III, Short Hour	49.4945	52.4515	54.8742	55.1213	55.9912	56.7710	58.7263	62.2295	64.5585	66.9575
Evening Differential	3.8345									
Night Differential	6.1005									

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APPENDIX B
RANDOM CLASSIFICATIONS

Charge Nurse

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

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

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

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

Charge Nurse Selection

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

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

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

APPENDIX B
RANDOM CLASSIFICATIONS

Home Health Nurse

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

1. Home Health Nurse I

A Registered Nurse who has a minimum of eighteen (18) months of applicable registered nurse experience within the last five (5) years, as determined by the Employer. (Wage rate same as Staff Nurse II.)

2. Home Health Nurse II

A Registered Nurse who has a minimum of three (3) years of applicable registered nurse experience within the last five (5) years, as determined by the Employer, of which at least six (6) months must be home health experience within a hospital-based or community-based home health agency.

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

3. Home Health Nurse III

HH III is a Registered Nurse regularly scheduled at least twenty-four (24) hours per week who possesses a Public Health Nurse (PHN) certification, or serves as a Home Health/Hospice case manager and has a minimum of five (5) years of applicable registered nurse experience within the last five (5) years, as determined by the Employer of which at least three (3) years must be as a Home Health Nurse with the Employer, or two (2) years as a Home Health Nurse with the Employer and one (1) year home health experience within a Medicare certified hospital-based or community-based home health agency.

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

The HH/H Nurse III must meet all requirements as described in Article XVI - Clinical Classifications (paragraphs 1618-1623).

APPENDIX B
RANDOM CLASSIFICATIONS
LETTER OF AGREEMENT
RANDOM DESIGNATED RN ASSIGNMENTS

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

Any Nurse assigned to perform RN First Assist responsibilities shall receive Relief in Higher Classification pay for all hours worked in such assignment.

APPENDIX C
JURISDICTION

LETTER OF AGREEMENT
CLARIFICATION OF CNA BARGAINING UNIT

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

1. The Employer and the Association recognize that KFH and TPMG currently employ Registered Nurses in non-supervisory, non-managerial positions that are not recognized as part of the Association's bargaining unit.
2. The Employer and the Association further recognize that it is in the interest of both Parties to establish processes for identifying and resolving disputes concerning the bargaining unit status of Registered Nurses in such positions.
3. Accordingly, the Employer and the Association agree that no later than 60 days following execution of a collective bargaining agreement to succeed the contract which expires on August 31, 2002, each party will select 3 individuals to participate in a joint audit of non-bargaining unit positions held by Registered Nurses.
4. The audit Committee identified in paragraph 3 above, shall have access to information that is necessary and relevant to identifying positions currently held by non-bargaining unit Registered Nurses and for determining their appropriate bargaining unit status. The Audit Committee may meet periodically, as necessary, to conduct joint activities. The Audit Committee will make its best effort to complete its activities within nine (9) months from the date of ratification but in no case can resolution continue more than twelve (12) months from ratification.
5. The Employer and the Association agree that if the members of the Audit Committee agree on the status of Registered Nurses in a particular job classification, the Parties will accept that determination as final and binding.
6. If the Audit Committee is unable to agree on the status of Registered Nurses in a particular job classification or classifications, within ten (10) business days after the conclusion of the joint audit process the Association may submit such disputes, in writing, to final and binding arbitration.

**APPENDIX C
JURISDICTION**

7. The Employer and the Association agree to select a single neutral arbitrator to hear any and all disputes arising from or relating to this Letter of Agreement. The Parties agree to select an arbitrator who is familiar with the health care industry and NLRB's policies, principles and precedents relating to Unit Clarification. The resolution of any bargaining unit placement dispute shall be governed by such principles, precedential arbitration awards or NLRB decisions involving disputes between the Parties, and paragraph 201 of the collective bargaining agreement.

**APPENDIX C
JURISDICTION**

**LETTER OF AGREEMENT
CLARIFICATION OF CNA BARGAINING UNIT**

The Employer and Association agree to establish a process concurrent with the bargaining cycle to identify and resolve disputes concerning the bargaining unit status of Registered Nurses in the following chronic conditions care/case manager positions:

- Asthma
- Cardiac Rehabilitation (Multifit)
- Cholesterol Management
- Complex Chronic
- Chronic Pain
- Congestive Heart Failure
- Diabetes

Upon successful completion of the disputes the Parties will then agree to a process to resolve any remaining disputes following execution of a collective bargaining agreement.

APPENDIX C
JURISDICTION

LETTER OF AGREEMENT
NEW FACILITIES

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

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

APPENDIX C
JURISDICTION

October 4, 2001

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

Re: New and Disputed Positions Employing Registered Nurses

Dear Mr. Ryder:

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

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

Sincerely,

SIGNED
Nancy A. Carlson

CC: Chris Robisch
Ron Yett
Samuel Romano

APPENDIX D
RETIREMENT

IRA Pension Agreement Conversion
(Historical Language)

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

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

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

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

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

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

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

* Or other bank as designated in writing by CNA. CNA shall provide reasonable notice of bank change.

APPENDIX D
RETIREMENT

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

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

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

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

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

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

APPENDIX D
RETIREMENT

Replacement of IRA with 401(k) Plan
(Historical Language 1/1/76 - 12/31/02)

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

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

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

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

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

Contribution Rates and Eligibility

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

An eligible Nurse for purposes of Employer contributions is defined as a new or present Regular full-time or Regular part-time Nurse who has completed one (1) year of employment with the Employer. If a Nurse is terminated by or terminates

APPENDIX D
RETIREMENT

his or her employment with the Employer and thereafter is reemployed by the Employer, such Nurse must complete another one (1) year of service in her/his new employment before being eligible to have Individual Retirement Account contributions made on his or her behalf.

Contributions to Individual Retirement Accounts

Employer Contributions

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

Optional Nurse Contributions

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

To Whom Contributions Are Paid

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

New Nurses

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

Option for Nurses with Vested Rights in KPEPP

Definition

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

APPENDIX D
RETIREMENT

Option for Vested Nurses

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

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

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

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

Future Benefits Under KPEPP

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

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

APPENDIX D
RETIREMENT

Nonforfeiture of Vested Rights

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

Non-Vested Nurses Contingent Vesting

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

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

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

Ninety (90) Day Transfer Rule

A Non-Vested Nurse

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

A Vested Nurse

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

Five (5) Year Reinstatement Rule

A non-vested Nurse whose employment with the Employer has terminated, and who, at the date of termination had five (5) or more years service in KPEPP credited prior to January 1, 1976, and who, on or after January 1, 1976, is

APPENDIX D
RETIREMENT

reemployed by the Employer or by a reciprocating hospital, and who continues in this new employment for one (1) year or more, shall have years of service after January 1, 1976, credited for purposes of contingent vesting as provided in Non-Vested Nursing Contingent Vesting.

Retired Nurses

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

Conversion of IRA Program

The present Individual Retirement Account Program set forth above shall be converted to the California Nurses Association/Kaiser Permanente Pension Trust Fund (CNA/KPPTF) in accordance with the conversion agreement as may be adjusted and set forth in Appendix D, The IRA Pension Agreement Conversion.

Tax Savings Annuity Plan

Effective January 4, 1987 the Employer will provide for all Nurses a voluntary Tax Savings Annuity Plan.

Short-Hour, Temporary and Casual Nurses shall be eligible for employee salary reduction plan effective September 1, 1988.

APPENDIX E
NO CANCELLATION

LETTER OF AGREEMENT
NO CANCELLATION PROGRAM

No Hospital or Home Health/Hospice Registered Nurse covered by this Letter of Agreement will be cancelled from his/her regularly assigned shift except as specifically provided for in this Letter of Agreement. Nurses working as regular full-time or part-time, regularly scheduled short-hour employees, per-diem employees, and employees confirmed to work extra hours or shifts are included in this program. Travelers are specifically excluded from this program. It is understood that the provisions of this Letter of Agreement will not be applicable on holidays as defined by the Collective Bargaining Agreement.

For the purposes of this Letter of Agreement, the Parties understand that when the GRASP utilization on any affected unit exceeds 110%, and RNs are working away from their unit on assignments, RNs will be recalled to patient care responsibilities in sufficient numbers to return such utilization to not more than 110%.

Term, Termination and Suspension of this Letter of Agreement

This Letter of Agreement shall be effective upon ratification of the Collective Bargaining Agreement, and shall remain in effect for the term of the Agreement.

If, during the term of this Agreement, there is a significant change in circumstances affecting the Employer's business operations which would otherwise result in potential layoffs or other long-term reductions involving RNs/NPs covered by the Agreement, the Parties will meet to discuss these issues and decide whether to suspend this Letter of Agreement as a means of avoiding such layoffs or other reductions.

Upon expiration of the Collective Bargaining Agreement, this Letter of Agreement shall expire and shall have no force and effect unless mutually agreed to by the Employer and the Association.

APPENDIX E
NO CANCELLATION

LETTER OF AGREEMENT
NO CANCELLATION REGIONAL AGREEMENT

The following Letter of Agreement made this 22nd day of May, 2002, by and between Kaiser Foundation Hospitals, Inc. (the Employer) and the California Nurses Association (the Union) regarding "No Cancellation." The purpose of this Letter of Agreement is to provide the Parties with general understandings regarding no cancellation as follows:

1. **Coverage and Term:** This Letter of Agreement is applicable for the Northern California KFH facilities for the period of July 15, 2002 through August 31, 2002, unless extended by mutual agreement of the Parties.
2. **No Cancellation Definitions and Limitations:** No Hospital or Home Health/Hospice Registered Nurse covered by this Letter of Agreement will be cancelled from his or her regularly assigned shift except as specifically provided for in this Letter of Agreement. Nurses working as regular full-time or part-time, regularly scheduled short-hour employees, per-diem employees, and employees confirmed to work extra hours or shifts are included in this Agreement. Travelers are specifically excluded from this Agreement. It is understood that the provisions of this Letter of Agreement will not be applicable on holidays as defined by the Collective Bargaining Agreement.

For the purposes of this Letter of Agreement, the Parties understand that when the GRASP ratio on any affected unit exceeds 110%, and RNs are working away from their unit on assignments, RNs will be recalled to patient care responsibilities in sufficient numbers to return such ratio to not more than 110%. There shall be a review of the bell shaped staffing matrixes (catalyst) Region-wide with the objective to determine whether the Region should return to standard GRASP matrixes in all facilities.

3. **Procedure for Alternative Assignment:** During times of low census or when regular work is otherwise unavailable, an employee, upon arrival at the facility, will be offered an alternative assignment in lieu of cancellation. Should a nurse decline such assignment, s/he may take a voluntary leave without pay (LWOP), a vacation day or float holiday (if the nurse has the vacation day or float holiday accrued and available). Employees who are offered and who decline alternative assignments will not be eligible for report pay.

The procedure for advance request of an LWOP or vacation day will remain in accordance with current practice. A nurse who wishes to take time off rather than accept alternative work (except for mandatory assignments, such as competency/regulatory modules) may notify the employer by placing his or her name on a list made for such purposes in the facility staffing office. A

APPENDIX E
NO CANCELLATION

nurse may cancel this request via telephone, with confirmation in writing to follow as soon as practical thereafter. The staffing office will develop a policy to operationalize this procedure.

In the implementation of this Agreement, it is agreed that nursing supervisors and managers shall continue to give first priority to the delivery of high quality patient care.

4. **Alternative Assignments:** The Parties agree that the first modules to be utilized will be that of the Resource Nurse, with one module each to be utilized in the Med/Surg/Telemetry, ICU/Step Down, and Maternal Child Health units when nurses are available due to low census. Should house-wide census exceed 150, an additional Resource Nurse module shall be assigned when a nurse is available in accordance with the individual nurse's competency and the unit with the greatest operational need. To operationalize the above, it may require floating an RN with validated competency to the unit provided with the fourth Resource Nurse, and back-filling such nurse's position from the available No Cancellation pool. In no case shall patient care be jeopardized in order to accomplish this assignment.

When nurses are sent to educational modules as their alternative assignment, CEUs will be granted when applicable under provisions of the California Board of Registered Nursing. Obtaining CEUs under this provision shall have no effect on the individual nurse's Educational Leave.

All alternative assignments will be granted on a rotational basis. Nurses will not be required to take alternative assignments when this would result in registry staff being provided with a patient care assignment.

5. **Staffing:** The practices regarding cross-training will remain as is current practice. The practices regarding floating will remain as current practice. Unless specifically modified by this Letter of Agreement, all current staffing practices will remain in force.
6. **Meetings:** The No Cancellation Agreement shall be a standing agenda item on the monthly Professional Performance Committee agenda. The Nurse Executive or designee will meet with the PPC each month to discuss and review the implementation of this Agreement. Should the PPC agenda not be able to accommodate the above, a separate meeting shall be scheduled, or the PPC may extend the length of the meeting if all Parties agree. The purpose of such meetings is to review progress toward the implementation of this Agreement and to resolve any issues that may arise.

APPENDIX E
NO CANCELLATION

7. **No Precedent/No Prejudice:** The Parties agree that nothing in this Letter of Agreement implies or provides that either the Employer or the Union waives any right or prejudices its position on any issue contained in this Letter of Agreement.

APPENDIX F
QUALITY LIAISONS

LETTER OF AGREEMENT
REGISTERED NURSE QUALITY LIAISONS

The Employer and the Association agree to the following Letter of Agreement.

1. The Employer will employ thirty-three (33) Registered Nurse Quality Liaisons (RNQL). RNs/NPs selected for a RNQL position will work a minimum thirty-two (32) hours per week. Twenty (20) hours per week will be dedicated to the RNQL role, whereas the remainder of the scheduled hours (e.g. 12-20/week) will be designated for work in their unit/department/service to ensure that they retain their clinical expertise.
2. The Association will recommend three (3) candidates for each RNQL position. The Employer will select the final candidates to fill the RNQL positions from the identified candidate pool; ensuring representation includes staff Registered Nurses from each service area and representation from across the care continuum. Of the 33 RNQL positions, five (5) will be Registered Nurse Practitioners and four (4) will be Home Health/Hospice representatives.
3. RNQLs will serve three (3) year terms, and will be replaced on a rotational basis. One-third of the RNQL positions will change each year, with the first rotation starting two (2) years after the execution of this Agreement. Current RNQLs shall be continued in their positions for the two (2) year rotation. Former RNQLs shall be considered equally with other candidates, if nominated by the Association. There shall be a one (1) month overlap between rotations for new RNQLs to be oriented by the incumbent RNQL, unless an unforeseen departure of the incumbent RNQL prevents the full orientation.
4. Positions identified as "Registered Nurse Quality Liaison Backfill" positions may be posted for an identified time period of two (2) to four (4) years, and an identified number of hours available. The Employer may combine available hours with other hours to establish a benefited RNQL Backfill position. When a RNQL returns to her or his former position, the backfill RN/NP may lose benefited status. RN/NPs who accept these backfill positions shall have the option to bid on open positions subject to provisions of Article IX - Position Posting and Filling of Vacancies, except that the six-month bar referenced in paragraph 913 shall be waived.
5. Before the RNQL returns to their position, a minimum of thirty (30) days written notice will be given to the backfill RN/NP that the position/hours are being eliminated. This notice requirement is contingent upon the RNQL providing the Employer with forty-five (45) days written notice of their intent

APPENDIX F
QUALITY LIAISONS

to vacate the RNQL role, or the expiration of their term if they are not going to seek reappointment.

6. The RNQL role will not be replaced for vacations. If the RNQL is absent for less than two (2) months (for any reason), the Employer will not be obligated to temporarily replace the position. If the absence is expected to be between two (2) and six (6) months, the Parties will meet to discuss temporary replacement, taking into consideration the Employer's ability to backfill a temporary RNQL replacement and time frame for replacement. The Employer may consider orienting RNQL alternates for the RNQL position or designating former RNQLs who have volunteered as RNQL temporary replacements.
7. Unless the RN/NP is selected for another RNQL rotation, when a RN/NP completes her or his RNQL rotation, she or he will return to her or his former position (or may apply for any open position). If the RN/NP returns to her or his former position, the displaced backfill nurse will be given the opportunity to bid on any vacant position for which the displaced RN/NP qualifies.
8. If a RN/NP selected as an RNQL is medically unable to perform clinical work for a temporary time period (up to six (6) months), she or he will be allowed to continue to perform the RNQL role (with physician clearance) and will not be replaced. If the RN/NP is unable to perform either the clinical or RNQL role for a period of more than six (6) months, the RNQL position may be filled.
9. The Employer will identify a manager for the RNQL to report to for their RNQL activities. The manager will be identified after selection of RNQL.
10. Each facility will maintain an RNQL binder that will address issues such as job description and position requirements, education and training and resources.
11. RNs in RNQL positions will report to management in a local service area.
12. Registered Nurse Practitioners and Home Health/Hospice RNs in RNQL positions will report to a centralized management representative.
13. RNs/NPs in RNQL positions will participate in the Kaiser Permanente Quality process/structure/committees as well as serve as a liaison between these committees and GRASP, PPC, NPRC and Home Health committees.

APPENDIX F
QUALITY LIAISONS

14. The Parties agree to continue the Quality Facilitation Committee. This committee will include up to three (3) representatives from the Employer and up to three (3) representatives from the Association. The Committee will regularly meet quarterly, or at a schedule/frequency that differs based on mutual agreement. If the Parties mutually agree, they may engage the services of FMCS or another mutually acceptable organization to serve in a facilitator capacity. The Committee will develop their agendas, meeting norms and processes to collaboratively work.

APPENDIX F
QUALITY LIAISONS

Registered Nurse Quality Liaisons
Geographical Assignments

10 Outpatient Registered Nurse Quality Liaisons

- 1 - Santa Rosa, San Rafael, SRF Downtown, Novato, Petaluma
- 1 - San Francisco, French Campus, South San Francisco, Bayhill
- 1 - Santa Clara, Campbell, Mountain View, Marina Playa, Milpitas
- 1 - Santa Teresa, Redwood City, Gilroy
- 1 - Oakland, Hayward, Fremont, Union City
- 1 - Walnut Creek, Martinez, Antioch, Pleasanton, Shadelands
- 1 - Richmond, Vallejo, Fairfield, Vacaville, Napa
- 1 - Sacramento, Point West, Davis, Rancho Cordova (and any other Sacramento Valley clinics)
- 1 - Roseville, South Sacramento
- 1 - Fresno, First Street, Oakhurst, Stockton, Manteca (and any other San Joaquin Valley clinics)

12 Inpatient Registered Nurse Quality Liaisons

- 1 - Oakland, Richmond
- 1 - Hayward, Fremont
- 1 - Walnut Creek, Pleasanton, Martinez
- 1 - Vallejo
- 1 - Sacramento
- 1 - South Sacramento, Roseville
- 1 - Fresno
- 1 - Santa Teresa
- 1 - Santa Clara
- 1 - South San Francisco, Redwood City
- 1 - San Francisco
- 1 - Santa Rosa, San Rafael

APPENDIX F
QUALITY LIAISONS

5 Nurse Practitioners Registered Nurse Quality Liaisons

- 1 - South Bay: Santa Clara, Santa Teresa, Gilroy, Campbell, Mountain View, Marina Playa, Milpitas, Redwood City
- 1 - Golden Gate: Santa Rosa, San Rafael, Novato, Petaluma, San Francisco, French Campus, South San Francisco, Bayhill
- 1 - Vallejo Napa, Fairfield, Vacaville, Walnut Creek, Antioch, Martinez, Pleasanton, Park Shadelands
- 1 - Oakland, Richmond, Fremont, Hayward, Union City
- 1 - Sacramento, Point West, Davis, Rancho Cordova (and other outlying clinics), Roseville, South Sacramento, Stockton, Manteca, Fresno, First Street, Oakhurst, (and other Valley clinics)

4 Home Health Registered Nurse Quality Liaisons

- 1 - Sacramento, Vallejo
- 1 - Walnut Creek, Martinez, Oakland, Richmond, Union City
- 1 - Santa Rosa, Novato, San Francisco, South San Francisco
- 1 - Redwood City, Santa Clara, Santa Teresa

2 AACC Registered Nurse Quality Liaisons

2 - Sacramento, Vallejo and San Jose AACCs

- The AACC Nursing Quality Liaisons shall also be responsible for the linkage between the AACCs and the RN TSTs in the facilities dealing directly with the AACCs and for coordination with the Outpatient Nursing Quality Liaisons regarding continuity of care and quality issues between the AACCs and the facilities.

APPENDIX G
REQUIRED CERTIFICATIONS

LETTER OF AGREEMENT
REQUIRED CERTIFICATIONS

The following agreement is made by and between Kaiser Foundation Hospitals (KFH) and The Permanente Medical Group (TPMG) this 1st day of September, 2002 with respect to the issues contained herein:

With respect to the above certification requirements for ACLS, NRP, and PALS, the Parties agree to the following:

1. Responsibility for Certifications

Registered Nurses are responsible for maintaining required certifications.

2. Certification

If a Nurse applies for a position for which one of the above mentioned certifications is required, it is the Nurse's responsibility to pay for the required certification training. In the event that the employer modifies job requirements related to any special certifications (e.g. ACLS, NRP or PALS) the employer will provide required training to all incumbents. The time necessary for this training will be paid at straight time by the employer and will not result in use of any of the Nurse's educational leave. Additionally, Nurses who accept new positions contingent upon certification are responsible for all fees and costs incurred for such certification.

3. Re-Certification

Nurses who enroll in required re-certification courses shall be paid straight time for attendance in the program not to exceed a total of eight (8) hours pay in total. Employees shall have the option to purchase required books for such courses, or to borrow books from their facility based upon availability. Each facility shall maintain a reasonable inventory of books for such purpose. If a book is loaned by the facility, a deposit will be required from the Nurse equal to the acquisition cost of the book. The Nurse to whom the books are loaned shall be responsible for returning the books within seven (7) days of the completion of the course. Failure to return the book(s) in a timely fashion will result in forfeiture of the deposit paid.

4. Enrollment Responsibility

Nurses have the responsibility to enroll in the requisite program prior to the expiration of their certification. Should the Nurse be unable to schedule the required course, the Nurse must notify their manager in writing no later than 90 days prior to expiration of their certification. Failure to notify management as outlined above shall relieve management from any responsibility for payment of fees or related costs associated with such re-certification. If courses are not available pursuant to the above, the employee may attend an outside course and the employer shall be responsible for reimbursement of course fees including class time not to exceed eight (8) hours straight time pay upon successful course completion.

APPENDIX G
REQUIRED CERTIFICATIONS

In the event the Nurse fails to comply with the above, he or she will be responsible for costs and fees associated with re-certification; however, such Nurse shall also be compensated for class time not to exceed eight (8) hours pay at straight time for attending and successful completion of such program.

5. Non-Compliance:

Any Nurse who allows his or her certification to lapse shall not be scheduled for work in the unit where the certification is required until such certification has been obtained. The Nurse shall be offered work in another unit, if available, for which (s)he is competent, in accordance with the Collective Bargaining Agreement (CBA), until certification has been obtained.

LETTER OF AGREEMENT
NURSING QUALITY FORUM

Section A – Establishment of Nursing Quality Forum

- Intent
 - The Employer and the Association agree to work cooperatively to create and implement an error reporting environment which shall be conducive to reporting errors and near misses and analyzing factors which cause the error, is supportive of staff, management and physician education, and which involves staff in the analysis and resolution of errors to the extent consistent with the requirements of Kaiser Permanente's quality assurance programs. As part of this work, the Parties shall cooperate to jointly identify systems and processes that contribute to errors or problems and to develop a system to correct them. The Parties shall mutually agree upon agendas for the Nursing Quality Forum meetings that further these goals.
 - In furtherance of this intent, the Employer and Association agree that a minimum of two hours of the first inpatient PPC meeting and a separate two hour outpatient PPC meeting shall be devoted to a Nursing Quality Forum which shall be focused on creating a system and culture for patient safety and responsible reporting. If additional meetings are required, they may be scheduled consistent with the provisions of Article XIV paragraph 1408.
 - These forums shall be established as a pilot program for the duration of the contract and all forums shall be active within six (6) months of the start of the contract.
 - In order to evaluate the pilot and determine if the desired culture change is occurring, the co-chairs of these forums shall provide quarterly updates to the Regional Vice President for Quality. The Regional Vice President for Quality shall work with four RNQL's designated by the Association to develop a template (example: survey, report form) for the feedback measuring indicators (examples: knowledge of the forum, error reporting frequency, comfort level in reporting error/near misses, effectiveness of the system for acknowledgment of UORs, satisfaction with the review process, existence of other changes in the work environment resulting from the work of the Nursing Quality Forums).

- Activities of and issues before the Nursing Quality Forums shall not be subject to either the grievance and arbitration procedure under the collective bargaining agreement or to resolution by a mediator. Any contrary provision in the collective bargaining agreement is not applicable.

Guidelines outlining the proposed mission, principles for moving forward, membership, and activities of the forums are described in Appendix H.

Section B- Intent and Mission

The mission of this forum will be as follows:

Patient Safety & Responsible Reporting

Mission Statement

As an important part of the organization's nursing quality efforts, patient safety requires providing care that is reliable, effective, consistent, and safe. The Nursing Quality Forum's mission is to assist in building safer systems and in preventing errors. This mission is founded on a philosophy that patient safety is every patient's right and every leader's, employee's, and physician's responsibility.

Objectives

Responsibility and mutual accountability are critical to the safe and effective delivery of health care by individual and team caregivers. Activities for the Nursing Quality Forums are designed to assist in the achievement of the following:

- A strong and unified patient safety culture, with patient safety embraced as a shared value.
- An environment that focuses on system improvements, promotes responsible reporting of near misses and errors, fosters trust, and reduces fear.
- Priorities that optimize the allocation of resources in the implementation of patient safety performance improvement strategies.
- Ongoing identification, sharing, and implementation of relevant best practices from other parts of the organization and other industries.
- Routine patient safety and error prevention training and education for individuals and groups.
- Developing new knowledge and understanding of safety in the delivery system.

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QUALITY FORUMS

- Identifying, assessing, and implementing the most appropriate indicators and measures of safety.

Section C-Principles for Moving Forward

- The primary focus of the Nursing Quality Forums will be to identify and correct problems with the systems in which staff operate and/or to make recommendations when problems can not be corrected directly by involved staff.
- The Employer shall implement a plan to ensure all staff, managers, and physicians receive education and training regarding patient safety, root cause analysis, collaborative issue identification and resolution, and responsible reporting. RNQLs will be engaged in the planning, development, and delivery of this training for RNs/NPs.
- Patient safety issues, adverse events, and near misses shall be addressed in a confidential manner consistent with the Kaiser Permanente's quality assurance processes.
- The intent of the proposed system for reporting errors and near misses and concerns is to identify problems with systems and processes and not to target individuals. However, none of the provisions related to the Nursing Quality Forums shall restrict a RN/NP's right to request review of a safety concern.
- Individual names shall not be revealed in the Nursing Quality Forum discussions.
- Learnings and actions to resolve issues shall be shared with the affected units for discussion and further input on proposed solutions.
- Agreed upon Patient Safety improvement efforts shall be sponsored by nursing leadership.
- If a solution requires focused training/skills building for an individual or group of individuals/department, all reasonable efforts will be made to support those individuals whose skills may be deficient to succeed through education, training, or skill development.
- In the event of a breach of accepted standards of professional conduct, including but not limited to a pattern of behavior that reflects a departure from the standard of care, gross negligence or working under the influence of drugs or alcohol, disciplinary action may be taken based on the circumstances.

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QUALITY FORUMS

Section D-Membership

- 1) The forum membership shall include:
 - Members of the PPC₂
 - RN/NP QL
 - Co-chair Staff RN/NP
 - Co-chair Nurse Executive
 - Quality department representative
 - Additional membership as determined by the co-chairs to include:
 - Other Quality Department Representatives (e.g. UM Director, Risk Manager, Name others)
 - Nursing Management Representatives
 - Other individuals necessary to satisfactorily review and or resolve issues across the continuum
- 2) Forum members will receive education, including procedures for root cause analysis, understanding of the quality infrastructure, and effective minute taking.

Section E: Purpose

- 1) The purpose of the forum is to:
Identify Issues to be further explored for Intervention to Improve patient safety. Examples of possible activities include but are not limited to:
 - i) Review of mutually agreed upon Nursing Indicators (inpatient, outpatient, HH/H, AACC) to identify issues.
 - ii) Review of issues regarding Patient Safety referred by PPC.
 - iii) Review of Process Improvement and Nursing Research projects for potential learnings.
 - iv) Review of other quality related information.
- b) **Develop Recommendations to Address Issues**
 - i) Apply analytical systems such as root cause analysis to selected issues and/or staff requests.
 - ii) Focus on addressing interventions across the continuum of care.
- c) **Communications and Feedback Loops**
 - i) Contribute to updates promoting ongoing responsible reporting. For example, a Regional and a Medical Center newsletter, either monthly

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QUALITY FORUMS

bimonthly, quarterly (untitled) publication to share and promote best practices.

- ii) Keep minutes and provide information to other committees related to quality.
- iii) Use Quality Fairs to promote and educate.
- iv) Share learnings as a standing agenda item at quarterly RNQL meetings.
- v) Establishment, by the Employer, of a process for confirmation of receipt of quality related concerns/issues (e.g. UORs) by the appropriate body.
- vi) Assure that action plans include communication back to appropriate units/departments.

d) Education and Training

- i) Develop recommendations for education/training for:
 - (1) updating staff, managers, and physicians
 - (2) new employee orientation agendas
- ii) Participate in other ongoing training. Topics to include:
 - (1) Appropriate use of UORs, including an explanation of the use and the purpose of the forms and the function of the UOR as a quality improvement tool rather than a disciplinary tool.
 - (2) Support and encouragement of reporting
 - (3) Patient Safety
 - (4) How this Quality Forum works and communicates
 - (5) Quality Structures
 - (6) For managers: education on the system that focuses on corrective action rather than punitive discipline.

APPENDIX - I
TRANSITION ASSISTANCE

LETTER OF AGREEMENT
TRANSITION ASSISTANCE AGREEMENT

This will confirm agreement between the Parties to renew Letter of Agreement dated March 11, 1994 regarding the Transition Assistance Program to continue until the conclusion of the 2002-2006 replacement Master Agreement. This agreement to renew shall terminate concurrent with the 2002-2006 Master Agreement unless specifically continued by mutual agreement between the Parties. New termination language reflecting the above shall be inserted into the renewed Letter of Agreement at the end of page 10 under separate section entitled "Termination of Agreement."

**LETTER OF AGREEMENT
INTERIM PERMITTEES**

Interim Permittees are subject to the Association Security requirements set forth in paragraph 301. The thirty-one (31) day period shall commence as of an IP's first day of work as an IP.

Interim Permittees are subject to the same limitations and restrictions on access to the grievance arbitration procedure that are applicable to probationary Nurses as described in paragraph 3819.

None of the time that a Nurse serves as an Interim Permittee shall count towards completion of the probation period described in paragraph 3819. The applicable probation period will begin on a Nurse's first day of work after s/he receives her/his RN license. CAC Section 1414(b) defines the time limits for interim permits:

"An interim permit is not renewable and is in effect to the expiration date or until the results of that examination are mailed, at which time it becomes null and void."

Except as specifically identified above, nothing in this agreement to include Interim Permittees in the bargaining unit shall alter or prohibit existing practices relating to the duties, responsibilities and assignment of Interim Permittees.

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

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