

COLLECTIVE BARGAINING AGREEMENT



HAWAII NURSES AND HEALTHCARE PROFESSIONALS and



KAISER FOUNDATION HOSPITALS and  
KAISER FOUNDATION HEALTH PLAN, INC.

SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023

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This COLLECTIVE BARGAINING AGREEMENT (the “Agreement”) made and entered into by and between KAISER FOUNDATION HOSPITALS and KAISER FOUNDATION HEALTH PLAN, INC., hereinafter referred to as the “Employer,” and the HAWAII NURSES AND HEALTHCARE PROFESSIONALS, hereinafter referred to as the “Union”.

### **SECTION 1. RECOGNITION:**

Employer recognizes the Union as the exclusive collective bargaining representative for all employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment.

Employer and Union recognize the National Agreement Between The Alliance of Health Care Unions and Kaiser Permanente, hereinafter referred to as the “National Agreement,” and agrees that its terms are hereby incorporated into this Agreement.

### **SECTION 2. COVERAGE: THIS AGREEMENT SHALL COVER:**

2.1 REGISTERED NURSES (RNs): All Registered Nurses, including contract traveler nurses, who can legally practice as Registered Nurses in the State of Hawai`i and who are working as Registered Nurses, hereinafter referred to as employees, employed by the Employer at its Hawai`i facilities.

2.2 NURSE PRACTITIONERS (NPs): Nurse Practitioner is an Advanced Practice Registered Nurse (APRN) who has the right to use the title of Nurse Practitioner as a result of meeting all the requirements of a Nurse Practitioner as designated by Hawaii Revised Statutes and/or certifying bodies as applicable. This coverage is limited to those in the job title of “Nurse Practitioner”.

2.3 EXCLUSIONS: Notwithstanding the subsections above, excluded from coverage under this Agreement shall be any employees who:

- a) Hold executive, administrative or supervisory positions,
- b) Do not meet the criteria of Regular Full-Time, Regular Full-Time (36 hour per week), Regular Part-Time (Predetermined), Regular Part-Time (Quarterly) or Part-Time Employees as defined in Section 3 below,
- c) occupy positions that are one hundred percent (100%) funded by outside sources, and are temporary employees who work less than ninety (90) days,
- d) are call-in employees, or
- e) are guards and/or supervisors as defined by the National Labor Relations Act.

### **SECTION 3. EMPLOYMENT STATUS DEFINED**

The term “employee” or “employees” as used in this Agreement shall include employees of the Employer as provided by Section 2 and consistent with the definitions below.

3.1 REGULAR FULL-TIME: A regular full-time employee is one who works a predetermined work schedule amounting to forty (40) hours per week.

3.2 REGULAR FULL-TIME (36-HR/WEEK):

- (a) Notwithstanding Subsection 3.1. above, the definition of Regular Full-Time employees shall include those employees who work a predetermined work schedule amounting to thirty-six (36) hours per week. These employees shall receive the same benefits as regular full-time employees.
- (b) The Employer shall provide to regular part-time employees who work a predetermined work schedule amounting to thirty-six (36) hours per week in accordance with the most recent personnel form supplemental (major) medical coverage on the same basis as regular full-time employees.

3.3 REGULAR PART-TIME (PREDETERMINED). A regular part-time (predetermined) employee is one who works a predetermined work schedule amounting to twenty (20) hours or more per week but less than forty (40) hours per week.

3.4 REGULAR PART-TIME (QUARTERLY): A regular part-time (quarterly) employee is one who does not work a predetermined work schedule but who is paid for at least two hundred sixty (260) hours in a payroll quarter.

3.5 PART-TIME EMPLOYEES: A part-time employee is one who works a predetermined work schedule amounting to sixteen (16) hours or more per week but less than twenty (20) hours per week and is paid for less than two hundred sixty (260) hours in a payroll quarter.

3.6 TEMPORARY EMPLOYEES. A temporary employee is one who is employed for a limited time, not to exceed a period of ninety (90) calendar days. Temporary status may be extended by mutual agreement with the Union.

3.7 IDENTIFICATION OF RNS: The Employer agrees to continue to identify RNs as RNs regardless of any new concept in terminology in the delivery of care. It is understood that only a Registered Nurse can be called an RN.

3.8 CALL-IN EMPLOYEES: A call-in employee is one who works on an intermittent basis as the business warrants. (Refer to Addendum II for benefit entitlement on regular part-time and part-time employees.)

3.9 EXEMPT RN'S: Exempt professionals are those RN's working in positions with base salaries, see Exhibits A-4 and A-5, which shall be prorated for part-time employees.

#### **SECTION 4. UNION SECURITY**

##### **4.1 MEMBERSHIP**

- (a) All employees covered by this Agreement must, by the thirty-first (31) day of their employment and thereafter, either become and remain members of the Union in good standing, or as nonmembers, pay the Union the service fee designated by the Union. Any employee who fails to do one or the other shall, upon notice of such fact in writing from the Union to the Employer and after an opportunity for counseling, be replaced.
- (b) Employees with bona fide religious convictions are exempted from the provisions of 4.1 (a) above. Such employees must submit a letter from their church or sect leader that a historical, bona fide religious conviction exists and that such conviction is an appropriate exemption as defined in Section 19 of the NLRA, as amended. Such employees shall pay a monthly amount equal to the membership dues uniformly required as a condition of retaining membership in the Union or pay a service fee, either directly or by means of Exhibit "C," "Contribution to Charitable Fund," to one of the charities listed on Exhibit "C".

##### **4.2 EMPLOYEE NOTICES**

- (a) At the time of employment, specific attention shall be called to the obligations of Section 4.1(a). On a bi-weekly basis, the Employer will provide the Union employee demographics and employment information to include each employees' name, address, phone number, job title, employment status, work location, work department, seniority date, pay grade and step, shift, date of birth, and termination date.
- (b) Every month the Employer shall provide a list with the names of employees who are newly hired, whose classifications or names have changed, have gone on or returned from leaves of absence (including start and return dates), terminated employment, are temporary or changed status in the prior month. This list shall include all the information in (a) above, as well as the date of hire, date of coverage under the Agreement, the date part-time (quarterly) status is achieved or lost and relevant hours worked. This information shall be provided electronically.

4.3 BARGAINING UNIT AND STAFFING INFORMATION. Once a year, the Employer shall furnish to the Union the number of FTE (Full Time Equivalent) budgeted positions, including vacant or frozen positions on each nursing unit.

## **SECTION 5. MONTHLY DUES DEDUCTION**

### **5.1 DEDUCTION OF DUES**

(a) The Employer will deduct Union membership dues from the wages of each covered employee who has made application for membership and who submits the standard signed authorization, Exhibit "B," and "B-1," to the Employer. The Union shall notify the Employer of the amount to be deducted from the employee's wages using said protocol. Deductions shall be made at least once a month. The Employer will remit such amounts to the Union via electronic funds transfer. Such electronic funds transfer will require concurrent submission of a listing which includes name, employee identification number and amount of deduction for each employee for whom a deduction is made no later than the next consecutive pay period following the deduction. It is agreed that deductions required by law shall have priority over deduction of Union dues.

The Employer agrees to honor all authorization for payroll deduction for union membership dues, fees, and charges to Union members and to remit such payments promptly to the Union pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

(b) An employee who, during the term of this Agreement, executes an authorization form for deduction of Union dues out of the employee's wages, shall continue to pay regular monthly dues to the Union in conformance with Exhibits "B," and "B-1"

5.2 INDEMNITY. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any actions that shall be taken by the Employer for the purpose of complying with the foregoing provision of this Section.

## **SECTION 6. NON-DISCRIMINATION**

There shall be no discrimination by the Employer or the Union against any employee on account of membership or non-membership in the Union, or activity on behalf of the Union provided that such activity does not disrupt the employee's regular duties and responsibilities. The Employer and the Union agree that there shall be no discrimination against any employee on the basis of any protected class in accordance with all state and federal laws. Protected class includes but is not limited to age, sex, race, ancestry, religion, sexual orientation, or disability. The Employer agrees not to practice favoritism or partiality to employees in the administration or application of the terms of this Agreement.

## **SECTION 7. ACCESS TO EMPLOYER'S PROPERTY**

7.1 ACCESS TO EMPLOYER'S FACILITIES. The Employer shall allow duly authorized representatives of the Union to visit the Employer's facilities, except patient-care areas unless accompanied by a representative of the Employer, at reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances, provided that no interference with the work of any employee shall result therefrom and that the Union representatives shall advise the Employer of such visits and the nature of the visit prior to entering the Employer's premises. If the HNHP representative needs to interview any covered employee privately and such activity will not interfere with the Employer's operations, the Employer shall make available a suitable location for such interview to be conducted.

7.2 MEETING ROOMS. The Union may request for and coordinate with the Employer the use of a room to meet for the purpose of discussing information and concerns about Union matters relating to the Employer.

The Employer shall honor such requests provided they are executed and utilized reasonably and are subject to the availability of a meeting room.

7.3 NEW HIRE ORIENTATION. Employer will provide one paid hour during New Employee Orientation for a union orientation, the time at which this is orientation takes place will be decided by mutual agreement. The Employer will make every effort to provide the Union one-week advanced notice of and access to new employee orientation

("NEO") meetings to explain Union membership, the local Union contract, the National Agreement and the cooperative partnership relationship between the Alliance of Health Care Unions and the Employer. The Union portion of the NEO meetings shall be a minimum of one hour, with mandatory attendance by new employees, employees changing to an HNHP bargaining unit, and/or changing from non-represented to represented. The Employer shall provide the Union the names of new bargaining unit employees attending NEO sessions at least two days in advance of the meeting. The Employer agrees to provide a positive image of the Union and Union representation and shall remain neutral with regard to Union membership. Union agrees to present a positive image of the Employer.

## **SECTION 8. BULLETIN BOARDS**

The Employer shall permit the timely and updated posting of official Union notices on bulletin boards not in public areas provided such items are signed and posted by a duly authorized official of the Union and a copy provided at the time of such posting to a designated representative of the facility and to Labor Relations in the Human Resources Department.

## **SECTION 9. MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the duty and the right to manage its facilities. This includes the right to hire, transfer, promote, demote, layoff, establish reasonable rules of conduct for employees, and to discipline and discharge employees for just cause. The exercise of these duties and rights shall be subject to the terms of this Agreement. The Union also recognizes that there are rights and responsibilities belonging solely to the Employer such as, but not limited to, the authority to determine the nature of the services to be provided and the manner in which such services shall be implemented by the registered professional nurses. In the event any policy or rule conflicts with a provision of this Agreement, the Agreement shall prevail.

## **SECTION 10. HOURS OF WORK**

10.1 DEFINITIONS. This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- (a) The parties agree that to provide the most desirable level of nursing care, a stable working staff is the mutual goal. Additionally, this should facilitate providing care to patients at an economical cost and provide the necessary balance in assignment of shifts
- (b) Agency nurses shall be used only as a supplement to and not in lieu of hospital registered nursing staff. Prior to utilizing an agency nurse, the hospital shall attempt to cover a shift or partial shift with its own nursing staff even if such staffing creates an overtime requirement. It is understood, however, that the Employer may choose not to assign overtime work to a covered employee when that overtime work will result in double time premiums or when in the opinion of the Employer it will result in excessive work hours for a particular employee.
- (c) The Employer will not hire RN's that are independent contractors.

### **10.2 REGULAR HOURS OF WORK**

- (a) The workweek shall begin at 7:01 a.m. on Sunday and end at 7:00 a.m. the following Sunday. The workday shall begin at 7:01 am. and end at 7:00 a.m. the next day.
- (b) The regular workday shall not exceed eight (8) hours, except in those units where alternate work schedules exist and/or are being tried through mutual agreement between the Employer and the Union.
- (c) The regular workweek shall not exceed forty (40) hours.
- (d) For exempt RN's, pursuant to section 3.9, the workweek shall begin at 7:01 a.m. each Sunday and end at 7:00 a.m. the following Sunday and shall be based upon a standard workweek of forty (40) hours.

10.3 ALTERNATE HOURS OF WORK SCHEDULES. Notwithstanding the provisions of Section 10.2, the Employer may establish alternate work schedules as provided below.

(a) *Nine Hour Shift.* The Employer may establish work schedules of a combination of nine (9) hour and four (4) hour shifts within a workweek or nine (9) hours shifts within a workweek.

(1) The Employer however agrees not to schedule employees who are on an eight (8) hour workday, forty (40) hour workweek, to a nine (9) hour four (4) hour schedule as outlined above without the employees' agreement. If the Employer or the Union want to convert a total unit or department from an eight (8) hour to a nine (9) hour four (4) hour schedule or a nine (9) hour schedule, the parties shall meet to discuss the feasibility of such a schedule, and the parties must reach mutual agreement prior to any implementation.

(2) *Schedules*

[a] The "9 - 4" schedule consists of a combination of nine (9) hour and four (4) hour shifts within a workweek. Full time employees normally work four (4) nine (9) hour shifts and one (1) four (4) hour shift per workweek.

[b] The "9" schedule consists of four (4) nine (9) hour shifts within a workweek.

(3) *Overtime Pay.* Such employees shall receive overtime pay only after nine (9) hours of work per day.

(4) *Holiday Pay.* Such employees shall receive holiday pay on the basis of nine (9) hours under the provisions of Section 14, Holidays.

(5) *Sick Leave.* Such employees shall accumulate sick leave under the provisions of Section 16, Paid Sick Leave, except that they shall receive up to nine (9) hours of paid sick leave per absent workday up to a maximum of forty (40) hours per week.

(6) *Vacation Pay.* Such employees shall earn vacation pay under the provisions of Section 15, Vacations, except that they shall receive up to nine (9) hours of vacation pay per day of vacation up to a maximum of forty (40) hours per week.

(7) *Bereavement and Jury Duty Pay.* Such employees shall receive paid bereavement leave, paragraph 18.1 and jury duty pay, paragraph 18.2, for up to nine (9) hours per day.

(b) *Ten Hour Shift.* The Employer may establish work schedules of four (4) days of ten (10) hours each within a workweek.

(1) The Employer however agrees not to schedule employees who are on an eight (8) hour workday to a ten (10) hour workday as outlined above without the employees' agreement. If the Employer or the Union wants to convert a total unit or department from an eight (8) to a (10) hour workday, the parties shall meet to discuss the feasibility of such a schedule and the parties must reach mutual agreement prior to any implementation.

(2) *Overtime Pay.* Such employees shall receive overtime pay only after ten (10) hours of work per day.

(3) *Holiday Pay.* Such employees shall receive holiday pay on the basis of ten (10) hours under the provisions of Section 14, Holidays.

(4) *Sick Leave.* Such employees shall accumulate sick leave under the provisions of Section 16, Paid Sick Leave, except that they shall receive up to ten (10) hours of paid sick leave per absent workday up to a maximum of forty (40) hours per week.

(5) *Vacation Pay.* Such employees shall earn vacation pay under the provisions of Section 15, Vacations, except that they shall receive up to ten (10) hours of vacation pay per day of vacation up to a maximum of forty (40) hours per week.

(6) *Bereavement and Jury Duty Pay.* Such employees shall receive paid bereavement leave, paragraph 18.1, and jury duty pay, paragraph 18.2, for up to ten (10) hours per day.



(7) *Additional Rest Period.* The Employer shall schedule an additional ten (10) minute rest period with pay for all employees working such ten (10-hour shift). Such rest period shall be in addition to the normal rest periods provided for under Section 11.2, Rest Periods.

(c) *Twelve Hour Shifts.* The Employer may establish work schedules of a combination of “twelve (12) hour and eight (8) hour” shifts within a workweek or “twelve (12) hour and four (4) hour” shifts within a workweek.

(1) The Employer however agrees not to schedule employees who are on an “eight (8) hour workday - forty (40) hour workweek” to a “twelve (12) hour - eight (8) hour” or a “twelve (12) hour - four (4) hour” schedule without the employees’ agreement. If the Employer or the Union want to convert a total unit or department from an eight (8) hour to a “12-8” hour schedule or a “12-4” hour schedule, the parties shall meet to discuss the feasibility of such a schedule and the parties must reach mutual agreement prior to any implementation.

(2) *Schedules*

[a] The “12-8” schedule consists of a combination of “twelve (12) hour and eight (8) hour” shifts within a workweek. Full-time employees normally work two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts per workweek.

[b] The “12-4” schedule consists of a combination of “twelve (12) hour and four (4) hour” shifts within a workweek. Full-time employees normally work three (3) twelve (12) hour shifts and one (1) four (4) hour shift per workweek.

(3) *Overtime Pay.* Such employees shall receive overtime pay after eight (8) hours when they are on eight (8) hour workdays. Employees on twelve (12) hour workdays shall receive straight time pay for all hours worked over eight (8) and double time (2x) for all hours worked over twelve (12) in a workday.

(4) *Holiday Pay.* Such employees shall receive holiday pay on the basis of twelve (12) hours under the provisions of Section 14, Holidays.

(5) *Sick Leave.* Such employees shall accumulate sick leave under the provisions of Section 16, Paid Sick Leave, except that they shall be paid for those hours the employee had been scheduled to work on that workday, but not to exceed twelve (12) hours per workday or forty (40) hours per workweek.

(6) *Vacation Pay.* Such employees shall earn vacation pay under the provisions of Section 15, Vacations, and may charge up to twelve (12) hours per day of vacation (not to exceed forty (40) hours per workweek) when scheduled to work twelve (12)-hour shifts.

(7) *Bereavement and Jury Duty Pay.* Such employees shall receive paid bereavement leave, paragraph 18.1, and jury duty pay, paragraph 18.2, for up to twelve (12) hours per day depending on the hours they were scheduled to work on the workday.

(8) *Additional Rest Period.* Employees scheduled to work twelve (12) hour shifts shall have one rest period during each four (4) hours of the shift in accordance with Section 11 Rest Periods, (i.e., three rest periods per twelve-hour shift), subject to the requirements of complete patient care.

(9) *Meal Period.* Notwithstanding the provisions Section 11.1 Meal Period paragraphs (a), and (b) if night shift employees who are scheduled to work a twelve (12) hour shift are required to work more than eight (8) hours after the start of the shift without being given an opportunity to eat, then such employees shall be paid at the applicable overtime rate for all time worked after said eighth (8th) hour until such time they are afforded the opportunity to eat.

(d) Units which desire alternate work schedules shall do so by mutual agreement between the Union and the Employer, if there is mutual agreement. The alternate work schedule shall be specified in a Letter of Agreement between the parties to include at minimum, language to address overtime, holidays, vacation, sick leave, bereavement, jury duty, rest and meal periods.

#### 10.4 WORK SHIFT

- (a) *Definition.* The day shift will begin at or after 4:30 a.m. but before 12:00 noon. The evening shift will begin at or after 12:00 noon but before 10:30 p.m. The night shift will begin at or after 10:30 p.m. but before 4:30 a.m.
- (b) *Permanent Shifts.* The Employer shall grant employee requests for permanent weekdays off and permanent shifts when an opening is available. Openings on permanent shifts shall be filled subject to patient care requirements.

#### 10.5 POSTING OF WORK SCHEDULES

- (a) *Posting.* Work schedules on a unit basis will be posted at least two (2) weeks in advance; such schedules shall not preclude emergency changes in hours of work. If the schedule is not posted according to the requirements of this Section, each employee scheduled to work on the first day of the new schedule shall be paid one and one-half (1-1/2) times their regular straight time rate for all hours worked on the first day of the new schedule
- (b) *Voluntary Sign Up Lists.* After a schedule is posted, unfilled shifts are available exclusively to the home unit for a period of four (4) days. If it remains unfilled, shifts are made available to all qualified staff. Priority is to fill shifts without overtime. Except for urgent circumstances, the Employer shall offer work first to employees who are on such sign-up list. Overtime is at the Employer's discretion.

#### 10.6 WORK SCHEDULES

##### (a) *Weekends*

(1) *Definition of Weekend.* A weekend is defined as Saturday and Sunday except that for night shift employees it may be a Friday and Saturday or Saturday and Sunday as determined by unit, by the majority of staff on each unit.

(2) *Guarantee of Weekends Off.* The Employer shall provide schedules that afford every other weekend off for regular full-time and regular part-time employees subject to the following conditions:

[a] *Payment for Excess Weekends.* If an employee is scheduled by the Employer to work a weekend in excess of the requirements of this section, the Employer shall pay the employee at one and one-half (1-1/2) times their straight time rate for all time worked on such weekend. When the employee self-schedules for additional weekends they are not entitled to this payment. There shall be no pyramiding of the overtime for working additional weekends with other overtime and or premium or penalty provisions.

[b] *Waivers.* Employees who desire to work more than every other weekend may do so by signing a waiver with the Employer.

[c] *Scheduling.* If the Employer has to schedule employees for additional weekends, it will do so with volunteers first and then will rotate such work among the remaining employees.

[d] *Holiday Period.* The weekend cycle may be interrupted during the Christmas and New Year's Holidays so that the Employer may fulfill Section 14.4(b) to the extent possible.

##### (b) *Weekend Differential*

(1) In the event the Employer establishes regular shifts which require working every weekend, employees signing up for such a shift shall be paid a differential of \$4.50 per hour for each hour worked on every weekend.

(2) *Every Weekend Position Posting.* Such positions will be posted in accordance with provisions of the Agreement and employees shall have to bid for such positions.

(3) *Employees Who Do Not Meet Requirements.* The intent of this differential is to have employees work every weekend. The Employer shall have the right to remove any employee from such a schedule if the

employee fails to work more than two (2) weekends (total or partial) in any six (6) month period (unless such absence is due to approved vacation, educational leave or an excused absence due to low need or layoff. The Employer will attempt to fit the employee in an existing vacant position with as little disruption as possible.

*(4) Elimination of Weekend Positions*

[a] Weekend positions were established by the Employer to facilitate weekend scheduling. Like any position, the Employer maintains the right to eliminate such positions if it feels they are no longer necessary. Whenever possible, the Employer will eliminate such positions whenever they become vacant. If that is not practical, the Employer will meet with the Union and an attempt will be made to place the employee in a position with as near a schedule as occupied by the employee prior to the employee taking a weekend position.

[b] The parties may mutually agree to waive certain postings and bidding provisions in order to facilitate placement of the affected employee.

[c] If placement is not possible, the affected employee would be able to exercise layoff rights under the provisions of the agreement.

[d] In the event of temporary layoffs, employees working every weekend will be treated in the same manner as any other employee.

*(5) Christmas and New Year's Holiday.* Employees who are working the "every weekend" position shall be given the same consideration (included in the same pool as other employees) to express their preference per Section 14.4 of the Agreement. If, in order to accomplish the holiday rotation per Section 14.4, such employees are assigned work during the workweek in place of their normally assigned weekends, such employees will not suffer any reduction in the weekend differential they would have received had the Employer not reassigned them.

*(6) Employees Desiring Weekend Positions For Their Own Convenience.* If Employer has not posted a weekend position but is willing to accommodate such an employee, the employee will be required to waive in writing all weekend payments and the weekend differential.

(c) *Third Shift Premium.* It is not the intent of Employer to schedule employees to work three (3) different shifts within a workweek (day, evening and night shifts), In the event this becomes necessary, all hours worked by the employee on the third (3rd) shift of that workweek shall be paid at one and one-half (1-1/2) times the regular straight time rate of pay. This provision is not applicable to employees who may end up working three (3) shifts due to their working some "double shifts" during the workweek or as a result of voluntarily switching shifts with a co-worker. Furthermore, this provision is not applicable to an employee on standby status.

10.7 SCHEDULING OF WORK

(a) *Scheduling Requests.* In scheduling of work, the Employer will give first consideration to the requests of the employees in order of seniority. With regard to such requests, it is understood that the requirements of nursing care are primary

Employer shall not use agency or traveler nurses except in situations where no other reasonable means of providing necessary staffing are available.

(b) *Permanent Shifts.* The Employer will grant permanent shifts to the fullest extent possible subject to recruitment problems and operational needs.

Employer shall make every reasonable attempt to ensure that there will not be an increased assignment of any of its nursing staff to night, evening, holiday or weekend duty as a result of the use agency and traveler nursing personnel.

(c) The following general guidelines are used to determine shift awarding.

(1) **Home Unit:**

[a] Regular part-time staff [b] Regular part-time quarterly staff [c] Call-ins

Within each category, seniority will be given consideration when more than one employee has requested the shift. If two or more employees share the same seniority date, then the first will be considered or consideration of equal hours distributed.

[d] Someone offering the entire shift will be considered first over a partial regardless of seniority If shifts remain open after considering the home unit, all qualified staff will be considered.

(2) **Qualified Staff**

[a] Regular part-time staff [b] Regular part-time quarterly staff [c] Call-ins

Within each category seniority will be given consideration when more than one employee has requested the shift

(3) Awarded Shifts are treated the same as with any scheduled shift. Employees that change their minds or find that they are unable to cover the shift they will be required to find their own replacements or be marked absent. If the department bid for is overstaffed for whatever reason, floating off the unit will be treated the same as it would for any situation where the employee is working over their FTE status.

(4) Awarded shift deadline can be awarded twenty-four (24) hours prior to the requested shift

10.8 EXCEPTIONS. The provisions of Section 10 may be changed by mutual written agreement between the supervisor and the employee. The employee may waive premium or other penalty payments resulting from such changes except they may not waive overtime payments required by law.

10.9 NEW UNITS/FLEXIBLE HOURS/SHIFTS. Nothing in this section shall amend the right of the Employer to establish "flexible" shift hours for new units or for shifts not occupied by incumbent employees.

10.10 FLOATING The Employer agrees not to float covered employees (except from regular float pool personnel) out of their regularly assigned unit while an agency or traveler nurse is scheduled to work on the employees' regularly assigned unit except when patient care needs require the specific skill of the covered employee being floated. If operational demands require mandatory floating, the following process shall be followed where required skills are equal:

- |   |                              |   |
|---|------------------------------|---|
| (a) Traveler nurses capable of floating | (c) Volunteers from the unit | (e) Unit nurses in inverse order of seniority on a rotational basis |
| (b) Float Pool nurses                   | (d) Call-In employees        |   |

Graduate nurses, and probationary nurses are not permitted to float for at least six (6) months and completion of their probationary period. Exceptions shall only be granted upon agreement between preceptor, manager and graduate student. Charge and preceptors are exempt from any mandated floating when functioning in their assigned roles.

## SECTION 11. MEAL PERIODS AND REST PERIODS

### 11.1 MEAL PERIOD

- (a) An uninterrupted meal period without pay of at least one-half (1/2) hour's duration shall be afforded at a time to be designated by the Employer or designee (however, an employee afforded less than twenty (20) minutes for an uninterrupted meal period will be compensated for the full one-half (1/2) hour). An employee shall be afforded the opportunity to leave the nursing unit or work area for the meal period, if the employee so

chooses. If an employee is required to work more than six (6) hours after the start of the shift without being given an opportunity to eat, the employee shall be paid at the applicable overtime rate for all time worked after said sixth (6th) hour until such time as the employee is afforded the opportunity to eat. Before any employee may be paid any overtime payments due to the employee's inability to have a meal period within the designated six (6) hours, such employee must have contacted supervisory personnel to notify them of the employee's inability to take a meal period at the scheduled time prior to the employee working through the scheduled meal period.

(b) *Unscheduled Second Shift.* If an employee who is working an eight (8) hour shift works an unscheduled second shift (double shift, or for a twelve (12) hour shift employee, a partial shift of four (4) hours or more), the employee may be provided with a meal voucher up to \$9.00. An unscheduled second shift means that the employee reported to work not knowing s/he would end up working a second shift.

11.2 REST PERIODS

(a) A period of fifteen (15) minutes during the first four (4) hours of work and a period of fifteen (15) minutes during the second four (4) hours of work shall be set aside as a rest period with pay for all employees subject to the requirements of complete patient care.

(b) On any given nursing unit, if employees are consistently unable to take their rest periods, the Employer agrees to meet with the Union in an attempt to resolve the issue.

(c) *Night Shift.* However, employees on the night shift who may be scheduled for eight (8) continuous hours of work shall have their rest periods in conformity with the requirements of providing complete patient care.

11.3 COMBINING MEAL AND REST PERIOD. The Employer may allow employees, in conformance with the requirements of complete patient care, to combine their meal period with one (1) or two (2) rest periods.

**SECTION 12. COMPENSATION**

12.1 WAGES. The minimum rates of pay are set forth in the attached Exhibits "A-1," "A-2," and "A-3."

(a) *Guaranteed Across-The-Board ("ATB") Wage Increases* will be effective on the first day of the pay period after October 1 in each year of this Agreement.

(1) For 2020: 2%

(2) For future years refer to the "HNHP Transition" Letter of Agreement 7.

Effective the first pay period following October 1, 2020, employees will receive a 1% lump sum.

(b) *Performance-Based ATBs or Lump Sum Payouts.* For future years during the term of this agreement refer to the Letter of Agreement "HNHP Transition." In the event that the employees in the Hawaii Region receiving a lump sum payout meet or exceed sustainability margin performance targets as specified below. Their lump sums will be converted to ATBs. Performance that is moving the Region towards ultimate sustainability includes improving price position, generating the capital sufficient to invest, generating and maintaining sufficient reserves, and maintaining positive membership growth. The following schedule will be used:

(1) 1% in 2020

(2) For future years refer to Letter of Agreement "HNHP Transition"

Sustainability Performance Targets

Region	Metric	2020	2021	2022
Hawaii	Operating Margin	1.0%	1.5%*	TBD*

\* See "HNHP Transition" Letter of Agreement 7 for future targets

Employees will not receive both a lump sum and an ATB increase.

## 12.2 DIFFERENTIALS

(a) *Evening Shift.* An employee working the “evening” shift shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked within the shift. Effective the start of the pay period after December 1, 2019, the evening shift differential will be two dollars (\$2.00). Effective the start of the pay period after December 1, 2020, the evening shift differential will be two dollars and twenty-five cents (\$2.25). The evening shift is as follows:

(1) *Eight (8) hour/Nine (9) hour schedule* - Any shift that begins on or after 12:00 noon but before 10:30 p.m.

(2) *Ten (10) hour schedule* - Any shift that begins on or after 12:00 noon but before 9:00 p.m.

(3) *Twelve (12) hour schedule* - Any shift that begins on or after 10:00 a.m. but before 7:00 p.m.

(b) *Night Shift.* An employee working the “night” shift shall receive a shift differential of three dollars and fifty cents (\$3.50) per hour for all hours worked within the shift. Effective the start of the pay period after December 1, 2019, the night shift differential will be four dollars (\$4.00). Effective the start of the pay period after December 1, 2020, the night shift differential will be four dollars and fifty cents (\$4.50). The night shift is as follows:

(1) *Eight (8) hour/ Nine (9) hour schedule* - Any shift that begins on or after 10:30 p.m. but before 4:30 a.m.

(2) *Ten (10) hour schedule* - Any shift that begins on or after 9:00 p.m. but before 4:30 a.m.

(3) *Twelve (12) hour schedule* - Any shift that begins on or after 7:00 p.m. but before 4:30 a.m.

(c) *Payment of Shift Differential*

(1) *Permanent Evening and Night Shift Employees.* Employees who are on permanent evening or night shifts shall receive the appropriate shift differential as part of their regular straight time hourly rate and shall receive such differential for all hours paid as long as they remain permanent evening or night shift employees.

(2) *Other Employees.* Employees who are not on permanent evening or night shifts shall receive the appropriate differential as outlined in Section 12.2 above for all hours worked within the evening and night shifts. If such employees work more than one shift, they shall receive the appropriate shift differential as outlined in Section 12.2 as long as they work at least one (1) hour into the next shift. For example, an employee working an evening shift and then continuing into the night shift shall receive the evening shift differential for all hours worked on the evening shift and shall receive the night shift differential for all hours worked on the night shift as long as the employee works at least one (1) hour on the night shift. Employees who are called in to work prior to their scheduled shift shall receive the appropriate shift differential if their start time falls within the shift hours outlined in (a) and (b) above for all hours worked prior to their scheduled shift.

(d) *Charge Nurse*

(1) A bargaining unit employee who is assigned to serve as Charge Nurse shall receive a differential of three dollars and fifty cents (\$3.50) per hour for any shift (or portion thereof) during which the employee performs Charge Nurse duties. Effective the start of the pay period after December 1, 2019, the Charge Nurse differential will be four dollars (\$4.00). Effective the start of the pay period after December 1, 2020, the Charge Nurse differential will be four dollars and fifty cents (\$4.50).

(2) Prior to placement in a charge position or assignment of charge duties, the individual must have at least two (2) years of direct RN experience and knows (a) the broad function of the unit, (b) hospital policies and procedures, and (c) expectations of the charge nurse function. The Employer shall not assign duties to the charge nurse that would, under the criteria of the National Labor Relations Act, classify the position as supervisory.

(3) Employees who are assigned “permanent” charge positions shall have their charge differential paid as part of their regular straight time rate and shall receive such differential for all hours paid as long as they remain “permanent” charge nurses.

(e) *Preceptor*. A bargaining unit employee who is assigned to serve as a Preceptor, shall receive a differential of two dollars (\$2.00) per hour for any shift (or portion thereof) during which the employee is assigned to perform Preceptor responsibilities.

(1) This applies to an RN/APRN who is assigned 1:1 for a defined period of time to another RN/APRN (with less than six (6) months experience in the designated area) and a RN/APRN who is assigned 1:1 to a student RN/APRN for an entire shift and whose instructor is not on site for the purpose of evaluating competencies and teaching new skills required for the unit/department/clinic or specialty area, per discretion of the supervisor or charge nurse. A list of qualified preceptors will be maintained in each unit.

(2) The preceptor candidate should have at least two (2) years of experience in the designated area and have had a minimum MR (meet requirements) Performance Review.

(3) In situations where there are no precepting volunteers with two (2) years of experience, a less senior person with at least six (6) months experience with Kaiser Permanente may precept provided they have had a minimum MR (meets requirements) Performance Review.

(4) Each preceptor must successfully complete the requirements for the Preceptor Training Program.

(5) The Employer agrees to provide the Union with the Preceptor Training Plan within ninety (90) days after ratification.

12.3 REPORTING PAY. An employee who is scheduled to work and reports to work at the starting time scheduled without receiving prior notice that no work is available, shall receive payment for four (4) hours work at the straight time rate of pay. It shall be the responsibility of the employee to notify the Employer of their current addresses and telephone number. Failure to do so shall excuse the Employer from notification requirements, and from payment of reporting pay. The Employer shall provide notice to the employee to be called off at least one and one-half (1 ½) hours prior to the beginning of the day shift and two and one-half (2 ½) hours prior to the evening shift and the night shift start times.

#### 12.4 ON-CALL/STANDBY

*On-Call Definition*: On-call is an established “On-Call” program to include but not be limited to DI, GI, OR, PACU, and Cath Lab, where employees are prescheduled to be On-Call for emergent or unplanned work.

*Standby Definition*: Standby is required when there is an unanticipated lack of available work in an Employee’s unit (low need).

(a) The usual expectation for either standby or on-call is that the employee will be available but offsite during an established time period. If the employee is needed by the Employer to be on the premises such time served will be compensated at the employee’s applicable rate of pay for that shift. If an employee is on-call or placed on standby by the Employer, the employee shall be paid six dollars (\$6.00) for each hour. Effective the start of the pay period after December 1, 2019, the employee shall be paid six dollars and fifty cents (\$6.50) for each hour. Effective the start of the pay period after December 1, 2020, the employee shall be paid seven dollars (\$7.00) for each hour. On-call and standby time shall not be considered as time worked in determining regular pay, or for overtime or premium purposes.

(b) *Pagers*. Upon request, a pager will be made available at no cost.

(c) *Call-Back When On-Call or Standby*. If an employee is called back to work during an on-call or standby period, the employee shall be paid at one and one half (1 1/2) times the employee’s regular straight time rate for all hours actually worked with a two (2) hour minimum guarantee. Employees on standby are expected to report

to duty within forty-five (45) minutes of being notified. Response time for established on-call program will be determined by departmental policy.

If an employee is called back to work during an on-call or standby period less than two hours prior to such employee's scheduled shift, then the employee shall be paid at one and one half (1 ½) times the employee's regular straight time rate for all hours actually worked up to the start of such employee's scheduled shift. Actual work shall begin when the employee arrives at the designated place of work and shall end when the employee is released by the employer.

(d) *Second Call-Back.* If an employee is called back to work a second time during a twenty-four (24) hour period (from the time the employee is placed on standby), the employee shall be paid at double time, regardless of previous hours worked and shall be entitled to ten (10) hours of rest from the end of the employee's work time to the start of the employee's next shift. If such ten (10) hours of rest is not provided, the time and one half (1-1/2) pay shall apply unless such schedule request was initiated by the employee. The Employer agrees to continue the practice of scheduling in the DI, GI, OR/PACU/Cath Lab as it relates to shift start times being on-call or standby. Should the Employer see the necessity of changing this specific practice, the Union shall be notified in order to allow problem identification and mutual problem solving. Designated on-call nurses who take a call at the end of their scheduled shift (prior to going home) shall be considered as taking a first call and compensated as a first call regardless of the length of the shift just completed.

(e) *Cancellation of Standby Status.* The Employer may cancel the employee's standby status provided that the Employer notifies the employee at least two (2) hours before the start of the scheduled standby shift.

(f) *Establishing an On-Call/Standby Program.* Before the Employer establishes a new on-call or standby program for a unit which traditionally has not performed this duty or plans to change the existing policy for a unit, the following procedure shall apply.

(1) The Employer will give the Union and the affected employees thirty (30) days' notice prior to the implementation of such a program.

(2) The Employer will meet with the Union if requested and discuss the method of implementation.

(3) The Employer will take into consideration any personal hardships caused by such a program.

(4) In implementing an on-call or standby program the Employer shall utilize volunteer employees to the extent possible.

#### 12.5 CALL-BACK WHILE NOT ON ON-CALL OR STANDBY

(a) *Regular Full-Time Employees.* When a regular full-time employee (not on standby or on-call) is called to come into work on a scheduled day off or after completing a regular shift and having left the premises, that employee shall receive a minimum of four (4) hours work or pay.

(b) *Regular Part Time or Part Time Employees.* When a regular part time or part time employee (not on standby or on-call) is called to come into work after completing a regular shift and having left the Employer's premises that employee shall receive a minimum of four (4) hours work or pay.

(c) *Call-Back Pay Rate.* The rate of pay for such call-back shall be one and one half (1 ½) times the employee's regular straight time rate. Such call back as defined above shall apply to all work that an employee is called back for within a twenty-four (24) hour period from the start of their normal shift. However, call back pay shall not apply to employees who are called in while on standby or on-call status when they are called back to perform work and such work continues on to their normal work shift.

(d) *Call-Back Prior to a Regular Shift.* If an Employee is called in prior to the regular scheduled shift the employee shall receive one and one half (1 ½) times their regular rate of pay for all hours worked prior to the commencement of their regular shift. There shall be no minimum time requirement as long as there is no break between the early start and the commencement of their regular shift.



## 12.6 OVERTIME

- (a) *Definition.* All hours worked in excess of an employee's scheduled workday (must exceed eight (8) hours for eight hour shifts or ten (10) hours for 10 hour shifts) or forty (40) hours per workweek shall be compensated for at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate. An employee who works more than twelve (12) consecutive hours in a workday shall be compensated at two (2) times the employee's regular straight time hourly rate.
- (b) *No Pyramiding.* There shall be no duplication of overtime or premium payments for the same hours worked under any of the provisions of the Agreement, and to the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium payments under the same or any other provisions, except holiday hours worked and paid at one and one-half (1 ½) or two and one-half (2 ½) times the straight time rate and holiday hours paid but not worked falling on an employee's regularly scheduled workday shall count as hours towards forty (40) hours in the workweek.
- (c) *Inclusion of Shift Differentials.* For overtime purposes, shift differentials will be considered as part of the employee's straight time rate of pay.
- (d) *Overtime Authorization.* Employees shall work overtime at the discretion and upon the approval of the Employer or designee. All overtime worked by an employee must be authorized in advance if possible. If, on the day overtime is worked, it is not possible for the employee to secure overtime authorization in advance and if the employee has to work overtime in order to complete assigned duties, the employee shall record the overtime on the day the overtime is worked. The employee will make a record of the overtime explaining the reason for the necessity of working overtime which will be provided to the Employer at the earliest opportunity.
- (e) *Forty-Eight (48) Hours Rest.* An employee who rotates from a night shift to a day shift shall have at least forty-eight (48) hours' rest between the shifts. All hours worked within the forty-eight (48) hour rest period shall be paid at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate.
- (f) *Ten (10) Hours Rest.* An employee who is scheduled to report back for work to a regular shift after completing a shift of four (4) hours or more without at least ten (10) consecutive hours of rest shall be paid at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate for all hours worked until a period of ten (10) consecutive hours of rest is provided, regardless of whether the hours worked during the previous shift are at the regular straight time, overtime or premium rate of pay, except where such schedule results from a request of the employee. When the Employer schedules an employee for a voluntary overtime shift which would result in less than ten (10) hours rest before the employee's next scheduled shift and the Employer plans to change the employee's regular shift start time in order to avoid the payment of the overtime penalty, the Employer shall notify the employee of such planned schedule change prior to the employee accepting the overtime shift.
- (g) *Over Twelve (12) Hours.* Regardless of whether the hours worked are at the regular straight time, overtime or premium rate of pay, an employee shall be compensated at the rate of two (2) times the regular straight time hourly rate for all work time exceeding twelve (12) consecutive hours in a workday. A break of two (2) hours or less shall not be considered an interruption in the computation of the twelve (12) consecutive hours of work. Scheduled meal periods shall not be counted as part of the consecutive hours worked, provided that the employee actually is able to take the uninterrupted meal break at issue.
- (h) *Seventh (7<sup>th</sup>) Consecutive Day.* Time worked on the seventh (7<sup>th</sup>) consecutive day and on each succeeding consecutive calendar day thereafter shall be paid at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate, provided the employee has worked four (4) hours or more on each of the first six (6) consecutive days. The foregoing premium shall apply regardless of whether time worked on the first six (6) consecutive calendar days is paid at the straight time, overtime or other premium rate of pay. The

premium for time worked on and after the seventh (7th) day shall be subject to the provisions of paragraph 12.7(b) of this Agreement. No premium shall be payable where the work schedule results from a request initiated by the employee. The Employer has the right to schedule an employee off in order to break the consecutive days of work to avoid payment of the premium.

- (i) *Mandatory Overtime*. Mandatory overtime will be used only when necessary, other reasonable resources have been used, and the steps taken to secure coverage have been documented. Subject to qualifications and patient care requirements, mandatory overtime shall be rotated on an equitable basis with the least senior qualified employee being assigned first. In the event that mandatory overtime is necessary on more than an occasional basis, the Employer agrees to meet with the Union to discuss the issue.
- (j) *Employees Voluntarily Working in Multiple Positions*. For the purposes of premium or double-time pay, an employee who voluntarily works in two or more different positions (e.g. two regular part-time positions in two different departments or one regular part-time and a part-time position or a call-in and a regular part-time) or departments shall be treated as though they work in separate positions and separate departments, only with respect to the regularly scheduled hours for each position, and are not eligible to combine the total regularly scheduled hours worked in all positions and departments to qualify for premium, or double-time pay.

#### 12.7 RELIEF IN HIGHER OR LOWER CLASSIFICATION

- (a) *Within the Bargaining Unit*. Employees required or requested to perform higher classification work within the bargaining unit for four (4) hours or more in one workday, shall receive the higher classification rate of pay for hours worked in the higher classification or retain their own salary whichever is greater.
- (b) *Outside the Bargaining Unit*. If an employee is required to perform higher classification work in positions outside the bargaining unit for four (4) hours or more in one workday, such employee shall receive a differential of ten percent (10%) higher than the employee's regular rate of pay in addition to her/his straight time rate for all hours worked in the higher classification.
- (c) *Lower Classification Work*. Employees required to perform lower classification work shall retain their regular rate of pay during such hours of work.

#### 12.8 PROMOTION AND DEMOTION

- (a) *Promotion*. Employees promoted to a higher classification in the bargaining unit shall receive the salary in the higher classification or retain their own salary whichever is greater.
- (b) *Demotion*. If an employee is demoted to a position of a lower classification, the employee shall receive the salary in the lower classification.

#### 12.9 IN-SERVICE TRAINING OR WORK-RELATED MEETING

- a) If the Employer directs the employee or if the employee voluntarily elects (with the supervisor's approval) to participate in an in-service training program or any other meeting which is related to the employee's work, the employee shall receive the applicable rate of pay for the time spent in attendance at the in-service program or work-related meeting and the time spent shall count as hours worked for the purposes of overtime calculation. An employee will not experience loss in pay as a result of time allocated for training being reduced, though management reserves the right to return employees to work and/or require them to complete other training.
- (b) *Mandatory In-Service Meeting*. Employees attending required in-service training or work-related meetings shall receive a minimum of two (2) hours' pay, unless the in-service training is connected with their regular shift in which case, they shall be paid for actual time spent at the applicable rate of pay.

- (c) *Employer Mandated On-Line Courses.* Employees completing on-line training courses off the Employers premises shall receive the applicable rate of pay for the time allotted to complete such training which shall count as hours worked for the purposes of overtime calculation.

12.10 DEDUCTIONS AND ITEMIZED PAYCHECK STUB

- (a) Payday will be every other Friday. An itemized stub shall be provided (primarily via KP’s electronic system) with the paycheck showing the following items of information:

- (1) Pay period ending date;
- (2) The gross regular pay;
- (3) Identification of vacation, holiday, sick leave, overtime and other premium pay;
- (4) Itemization of all deductions;
- (5) Net compensation;
- (6) Vacation balance;
- (7) Year-to-date gross pay;
- (8) Year-to-date gross taxes.

- (b) *Direct Deposit.* The Employer shall provide for direct deposit of employee paychecks to any institution of the employee’s choice provided that institution is part of the National Automated Clearing House Association system. In the event the Employer becomes aware that an employee’s paycheck is not deposited on the due date, the Employer will make a reasonable attempt to contact and inform the employee of the delay (telephone call to the number listed in the Personnel Office).

- (c) *Payroll Errors.* If an error is made by the Employer of one hundred dollars (\$100) or more, the employee may notify the Employer in order to have an off-cycle check issued.

**SECTION 13. CONTINUOUS SERVICE DEFINED**

13.1 “CONTINUOUS SERVICE” for the purpose of vacation and eligibility for leaves of absence is defined as an employee’s total length of employment with the Employer in regular full-time and/or regular part-time status, including employment outside of this bargaining unit. Continuous service earned under this Agreement shall include the following:

- (a) Scheduled days off, vacation, sick leave, holidays, jury duty, bereavement leave and educational days off under the terms of this Agreement.
- (b) Time spent on an authorized leave of absence including medical leaves of absence for TDI and Workers’ Compensation not in excess of thirty (30) calendar days.

13.2 An employee’s continuous service shall be adjusted for time spent on leaves of absence in excess of the foregoing limits.

**SECTION 14. HOLIDAYS**

14.1 RECOGNIZED HOLIDAYS. The following holidays are recognized as paid holidays:

- |                 |                  |                  |
|-----------------|------------------|------------------|
| New Year’s Day  | Memorial Day     | Thanksgiving Day |
| Presidents’ Day | Kamehameha Day   | Christmas Day    |
| Kuhio Day       | Independence Day | Floating Holiday |
|                 | Labor Day        |                  |

The floating holiday shall be scheduled by the employee and taken within the calendar year in accordance with the provisions of Section 14.3 or carried as part of the employee’s vacation accumulation.

14.2 ELIGIBILITY FOR HOLIDAY PAY

- (a) *Eligibility.* An employee, in order to be eligible for a paid holiday, must have been employed thirty (30) days prior to the holiday and must have earnings in the workweek in which the holiday occurs. The employee must also have worked any shift scheduled on the day prior to the holiday, the holiday if scheduled and the employee’s next scheduled shift following the holiday unless an absence from one or more of such shifts is authorized by the Employer.

(b) *Regular Full-Time Employees.* If an eligible regular full-time employee is required to work on any of the foregoing holidays [except as provided in (d) below], the employee shall be paid at the straight time rate of pay for all hours worked on the holiday and shall be credited with an additional day of vacation on the basis of eight (8) straight time hours or the employee may exercise a choice of being paid one and one-half (1 ½) times the straight time rate of pay for all hours worked on the holiday but with no substitute (vacation) day. If the holiday falls on an employee's scheduled day off, the employee shall be credited with an additional day of vacation on the basis of eight (8) straight time hours. Such day may then be scheduled by the employee as a substitute holiday in accordance with the provisions of 14.3 below or carried as part of the employee's vacation accumulation.

(c) *Regular Part-Time and Part-Time Employees.* Regular part-time employees shall receive prorated holiday benefits. Part-time employees shall receive prorated holiday benefits only if they work on one of the above holidays. Holiday pay shall be at the employee's regular straight time rate.

(d) The following holidays shall be designated as one and one-half (1 ½) times straight time days:

New Year's Day	January 1
Christmas Day	December 25
Thanksgiving Day	
Memorial Day	(as observed by the State)
Independence Day	July 4

Employees required to work on any of the above-listed holidays shall be paid at one and one-half (1 ½) times the straight time rate of pay for all hours worked on the holiday and shall be credited with a vacation day or the employee may exercise a choice of being paid two and one-half (2 ½) times the straight time rate of pay for all hours worked on the holiday but with no substitute (vacation) day in accordance with paragraphs (b) and (c) above. Employees in units that are open on the date of the actual holiday shall observe the holiday on that day. Employees in units which are closed on the date of the actual holiday shall observe the holiday on the day that the State observes the holiday.

14.3 SUBSTITUTE HOLIDAY OBSERVANCE. Designation of the occurrence of the substitute holiday observance shall be made by the employee providing the Employer is notified by the employee in writing, at least two (2) weeks prior to the posting of the work schedule, and that granting such request does not jeopardize the operating efficiency of the department or nursing unit.

#### 14.4 HOLIDAY SCHEDULING

(a) *Scheduling Preferences.* In scheduling holiday work, the Employer will, after due regard for operating requirements, consider the employee's preference. Employees will be asked to express their preference between October 1 and October 31. If, during this period, there is a conflict in employees' preference, the employee with greater seniority will merit consideration.

(b) The Employer shall schedule so that the maximum number of regular full-time and regular part-time employees consistent with nursing care requirements are off on either:

- (1) Christmas Eve Day (December 24) and Christmas Day (December 25), or
- (2) New Year's Eve Day (December 31) and New Year's Day (January 1)

(c) *Christmas Day Substitution.* Those employees having other than Christian religious beliefs may elect to substitute for Christmas Day a holiday that coincides with their religious beliefs.

14.5 SHIFTS ON HOLIDAYS. When a shift starts on a day preceding a holiday and extends into the holiday, it shall be considered a non-holiday shift. When a shift starts on a holiday and extends into the following day, it shall be considered a holiday shift.

14.6 RECALL TO WORK DURING HOLIDAY TIMES. A regular full-time employee who has a scheduled day off to observe a holiday and is recalled to work shall be compensated at the overtime rate and take the holiday off on another day in accordance with the provisions of Section 14.3, Substitute Holiday Observance.

14.7 HOLIDAY DURING SICK LEAVE. When a regular employee is sick on a holiday, the employee shall receive sick leave pay, if eligible, and the substitute holiday with pay shall be scheduled in accordance with Section 14.3, Substitute Holiday Observance.

14.8 OVERTIME COMPUTATION. Holiday hours worked and paid at one and one-half (1 ½) or two and one-half (2 ½) times the straight time rate and holiday hours paid but not worked falling on an employee's regularly scheduled workday shall count as hours towards forty (40) hours in a workweek.

14.9 EXCEPTIONS. The provisions in this Section may be modified by mutual agreement, in writing, between the employee and the Employer.

## SECTION 15. VACATIONS

### 15.1 ACCRUAL OF VACATION

(a) Regular full-time employees shall accrue vacation according to the following schedule. Regular part-time employees shall accrue vacation on a prorated basis.

1 to 4 years of service	-	2 weeks (80 hours) of vacation time
4 to 7 years of service	-	3 weeks (120 hours) of vacation time
7 or more years of service	-	4 weeks (160 hours) of vacation time

(b) *Waiting Period.* Vacation may not be used during the first three months of employment. However, an eligible employee shall accrue vacation from the date of hire.

15.2 VACATION PAY. Earned vacation pay will be paid to regular employees when taking time off at the employee's regular straight time rate in effect at the time the vacation is taken.

15.3 VACATION TIME TAKEN. Whenever possible, consistent with patient needs, the preferences expressed by a regular employee for a particular vacation period will be given consideration.

(a) *Vacation Sign-Up.* Between October 1 and November 1 of each year, employees will be asked to electronically submit their vacation requests for the upcoming year.

(b) *Vacation Preferences.* On or before November 1 of any year, where partially or wholly conflicting dates are requested by two or more regular employees, seniority shall prevail. Thereafter a regular employee who has selected an available vacation period, during the sign-up period, shall be protected in such choice even though an employee having greater seniority may later request the same dates. Requests made after November 1 shall be considered in the order of the request. The Employer will make all reasonable efforts to respond within two (2) weeks of the request. The vacation list shall be posted by November 15.

(c) *No Vacation Blackouts.* The Employer agrees not to automatically deny any vacation requests during any particular time of the year. It is understood that the granting of any vacation during the Christmas and/or New Year's holidays will reduce the number of employees who can be allowed to observe either Christmas or New Year's as scheduled holidays.

(d) *Accumulated Holidays.* Regular employees may sign up for accumulated holidays to be taken in conjunction with vacation. Regular employees must specify the holidays to be accumulated during their vacation sign-up period and must actually earn the holidays in accordance with Section 14.2, *Eligibility for Holiday Pay.*

(e) *Assigning Vacation Periods.* The Employer reserves the right to assign vacation periods in accordance with Section 15.3 (g) to any regular employee who has made no request for a scheduled vacation prior to November 1 in any year.

- (f) *Vacation Exchanges*. Two or more regular employees may exchange vacation periods provided the approval of the employee's supervisor is secured in writing and provided no overtime or other premium pay results.
- (g) *Maximum Accumulation*. Earned vacation time may accumulate in an amount not to exceed two (2) times the regular employee's annual amount provided that at least one (1) week of earned vacation time with pay must be taken every year.
- (h) *Minimum Vacation Usage*. The minimum of vacation which may be taken at any one time shall be one (1) hour.

15.4 HOLIDAY DURING VACATION. When a holiday, for which a regular employee is eligible for holiday pay, occurs while the employee is on vacation, that holiday will be paid for as a holiday rather than being charged against accumulated vacation.

15.5 SICK LEAVE DURING VACATION. Regular employees ill or injured during their vacation period may elect to substitute accrued sick leave (if any) for such illness or injury (if certified) for vacation time and pay and reschedule the balance of their vacation according to Section 15.3, Vacation Time Taken. Certification of such illness or injury is required by the Employer.

15.6 OVERTIME COMPUTATION. Time spent on vacation shall not count towards forty (40) hours in the workweek for purposes of overtime or premium computation.

15.7 SERIOUS FAMILY ILLNESS. If, under the provisions of Section 17, Leaves of Absence Without Pay, a regular employee is given time off to care for a seriously ill member of the family, the employee may use earned vacation pay for the period of the leave.

15.8 RECALL TO WORK DURING VACATION TIME. When a regular employee is recalled to work after having started a vacation period and before completing the same, the employee shall be paid one and one-half (1 ½) times the basic straight time rate (plus shift differential where applicable) for hours worked during the balance of that paid vacation period. The vacation time so worked shall be rescheduled through mutual agreement.

15.9 VACATION CANCELLATION. In the event an employee has vacation approved and based on that approval makes financial commitments for travel, such as purchasing airline tickets, etc. and that vacation is subsequently canceled by the Employer, the employee shall be reimbursed for cancellation costs incurred as a result of the change in vacation. The employee shall present proof of any claim of financial loss.

## **SECTION 16. PAID SICK LEAVE**

16.1 ELIGIBILITY. Any regular employee who, because of illness or injury not compensable under the State Workers' Compensation Law, is prevented from working shall be entitled to paid sick leave in accordance with the provisions of this Section.

### **16.2 ACCUMULATION**

- (a) *Regular Full-Time Employees*. Each regular full-time employee shall accumulate 3.70 hours of sick leave for each pay period of employment up to a maximum of one hundred (100) days (800 hours).
- (b) *Regular Part-Time Employees*. Regular part-time employees shall accumulate prorated sick leave credit based on their actual hours paid to a maximum of two hundred and sixteen (216) times their current pay period accrual rate.

16.3 PAY DURING SICK LEAVE. A regular employee shall not be eligible for sick leave pay until after the completion of three (3) months of service. Sick leave shall commence with the first day of illness or injury. Sick leave shall be paid at the employee's regular straight time rate for those hours the employee would have worked except for the illness, but not to exceed eight (8) hours a day or forty (40) hours per workweek.

16.4 OVERTIME COMPUTATION. Sick leave, whether paid or not, shall not be counted as time worked for purposes of computing overtime or premium pay.

16.5 EMPLOYEE NOTICE. An employee absent on sick leave shall notify the Employer of the employee's pending absence at least two (2) hours prior to the day shift or at least three (3) hours prior to the evening or night shift. The employee shall also notify the Employer before returning to work by calling prior to 10:00 a.m. of the same day for evening shift employees and by 2:00 p.m. of the same day for night shift employees. The return to work notice for day shift employees shall not be later than 10:00 p.m. of the previous day. An employee not fulfilling the requirements of this subsection will not receive sick leave pay. Employees who cannot give the Employer a specific return date shall keep the Employer apprised of their status on a regular basis at times established by the Employer.

16.6 CERTIFICATION OF ILLNESS OR INJURY. The Employer may require certification by a licensed physician, dentist, nurse practitioner in clinical practice, certified nurse mid-wife or Employee Health (if hospital has Employee Health) that the employee's absence from work was caused by a bona fide illness or injury justifying the employee's absence before sick leave shall be payable. If an employee is required to submit certification for an absence, then such certification must be obtained from the first day of the employee's disability. The Employer may not require medical certification after an employee is well and ready to return to work. Abuse of this section by the employee is just cause for discharge.

16.7 WORKERS' COMPENSATION. A regular employee absent from work due to a work-related injury or illness may request sick leave pay to be integrated with Workers' Compensation benefits so that the employee receives the equivalent of regular pay for those days for which the employee is entitled to receive Workers' Compensation payments.

#### 16.8 TEMPORARY DISABILITY INSURANCE

(a) *TDI Plan*. The Employer will provide a Temporary Disability Insurance Plan to all employees covered by this Agreement. Benefits will become payable immediately after employees exhaust their sick leave, but shall not commence before the eighth (8th) day of disability, and shall continue for twenty-six (26) weeks with a maximum of twenty-six (26) weeks in a benefit year. Employees shall receive fifty-eight percent (58%) of weekly earnings but not more than provided by the Hawaii Temporary Disability Insurance Law. The TDI plan shall be contributory for employees.

(b) *Pregnancy Related Disabilities*. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be, for all job-related purposes, temporary disabilities. Employees must be certified by a physician or certified nurse mid-wife upon commencement and termination of disability.

(c) *Vacation Pay Integration*. An employee may request vacation pay to be integrated with TDI benefits so that the employee receives the equivalent of regular pay for those days for which the employee is entitled to receive TDI payments. However, the employee will still be considered to be on TDI status and not on vacation status.

16.9 LIGHT DUTY. The Employer shall accommodate employees cleared to work, but on a reduced basis, to the extent required by the applicable laws (i.e. Americans With Disabilities Act, Workers' Compensation statutes, etc.).

### SECTION 17. LEAVES OF ABSENCE WITHOUT PAY

#### 17.1 FAMILY & MEDICAL LEAVE & MEDICAL DISABILITY LEAVE

(a) *Family & Medical Leave*. In compliance with the provisions of the Family and Medical Leave Act:

(1) *Initial Eligibility*. After one (1) continuous year (12 months and at least 1,250 hours worked).

(2) *Subsequent Eligibility*. The employee must have worked 1,250 hours within the twelve (12) months preceding the first day of the leave.

(3) *Purpose.* The care of a newborn or newly adopted child, family member's serious illness or the employee's own serious health condition (as provided in the Federal Family and Medical Leave Act) not to exceed twelve (12) weeks.

(b) When Family & Medical Leave is taken for an employee's serious health condition, and the condition exceeds twelve (12) weeks, such employee shall be placed on a Medical Disability Leave in accordance with Section 17.1 (c), except the maximum allowable time off under such Medical Disability Leave shall be reduced by the length of time the employee spent on Family & Medical Leave. Employees taking Family & Medical Leave for their own serious health condition shall be required to take sick leave. If the leave is for reasons other than the employee's serious health condition, the employee shall be required to take accumulated vacation, to the extent available, for the duration of the leave. Employees who exhaust Family & Medical Leave for a reason other than their own serious health condition and who want additional time off must apply for Personal Leave in accordance with Section 17.2(a), except the maximum allowable time off under such Personal Leave shall be reduced by the length of time the employee spent on Family & Medical Leave.

(c) *Medical Disability Leave.* After completion of the probationary period or the exhaustion of Family & Medical Leave, not to exceed one (1) year from the date of disability, Medical Disability Leaves may be extended for up to one (1) additional year (total of twenty-four (24) months from the date of disability. The maximum time allowed shall be reduced by the length of time spent on Family & Medical Leave). Employees who are on TDI or Workers' Compensation shall, upon exhaustion of Family & Medical Leave, be placed on a Medical Disability Leave, if eligible. Employees who are on Family & Medical Leave and/or Medical Disability Leaves for maternity-related disabilities and who want additional time off beyond their disability period must apply for Personal Leaves for the period of time exceeding the maximum time allowed on Family & Medical Leave. Additional time off under personal leave shall be in accordance with Section 17.2(a), except the maximum allowable time off under such Personal Leave shall be reduced by the length of time the employee spent on Family & Medical Leave.

(1) If an employee takes a Medical Disability Leave, returns to work and returns to Medical Disability Leave within ninety (90) days, the leave is treated as one continuous leave subject to the maximum limit. If an employee takes a Medical Disability Leave, returns to work for a period of at least ninety (90) days, then returns to medical leave of absence status, the leave is treated as a new leave of absence subject to the maximum limit.

17.2 PERSONAL, EDUCATIONAL, EMERGENCY, AND UNION BUSINESS LEAVES. An employee upon written request may be granted a leave of absence without pay for the reasons and maximums listed below:

(a) *Personal.* After one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), not to exceed six (6) months for reasons not covered under Family & Medical Leave. Employees on Personal Leave shall be required to take their accumulated vacation but may save one (1) week.

(b) *Educational.* After one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), for one (1) year or the length of the course's term (whichever is less) for courses related to their job, a higher rated job, or a course requirement in a program of study leading to a work-related certification, license or degree. When such a course is a Master's or B.S. program, the leave may be extended to two (2) years. An employee shall not be required to take accumulated vacation for educational leaves.

(c) *Emergency.* After completion of thirty (30) calendar days of employment, not to exceed four (4) calendar weeks for reasons not covered under Family & Medical Leave. An employee shall not be required to take accumulated vacation for emergency leaves.

(d) *Union Business.* After one (1) continuous year of employment (as defined in Section 13, Continuous Service Defined), not to exceed one (1) year; as long as the number of employees absent for union business does



not impose an unreasonable burden on the employer. An employee shall not be required to take accumulated vacation for union business leaves.

### 17.3 REINSTATEMENT FROM LEAVE

- (a) Upon return from a Leave of Absence within the approved time limits, but no longer than one (1) year, the employee shall be reinstated to his/her former regular position, if conditions have so changed that it would be unreasonable to reinstate the employee in the same position, the Employer will reinstate the employee in a position as nearly comparable to the employee's original position as is reasonable under the circumstances. Employees on approved leaves exceeding one (1) year (Medical Disability or Educational) shall have reinstatement rights to the first available opening for which the employee is qualified.
- (b) *Waiver of Posting Requirements.* In the event an employee is on a Medical Disability Leave and such employee is cleared for work but not for the employee's normal duties, the parties agree to review such situation on a case by case basis. There may be times when there are suitable openings for such employees in jobs which normally are required to be placed for bid under the provisions of the agreement. In such instances, the parties agree that they may waive such posting requirements and place the employee who is on the Medical Disability Leave in such position.

### 17.4 BENEFITS DURING LEAVE

- (a) *Family & Medical Leave.* In compliance with the Act the Employer shall continue the employee's medical and dental coverage on the same basis as if the employee had been working.
- (b) *Medical Disability Leave.* For employees who are not eligible for Family & Medical Leave but are eligible for Medical Disability leave, the Employer shall continue the employee's medical coverage on the same basis as if the employee had been working, not to exceed three (3) months from the date of disability.
- (c) Except as specified above, it shall be the employee's responsibility to make advance arrangements if the employee intends to retain and continue health plan and/or other insured benefits (at the employee's expense) during such leave.

17.5 LEAVE REQUESTS. Employees requesting leaves of absence shall request such leaves in writing at least thirty (30) days prior to the date requested (except for emergencies, unforeseen Family & Medical Leaves and unforeseen medical disabilities) and specify the date of return to work. The date of return may be changed by mutual agreement. Failure to return at the expiration of an authorized leave shall be considered a resignation. Employees who wish to return to work prior to the expiration of their authorized leave may do so only if approved by the Employer. If a leave request is denied, the employee may request the reasons for the denial in writing.

17.6 PURPOSE OF LEAVE. Employees granted leaves of absence shall utilize such leaves only for the purposes for which the leaves were approved, except that employees may apply for and be granted paid professional development leave during the time the employee is on an unpaid leave of absence, subject to the conditions of Section 21.2 Procedure (j). Employees who desire to work for the Employer on a part-time or call-in basis will be afforded the opportunity to do so (if such work is available) and shall retain their regular hourly rate of pay for such work. Employees who wish to perform work for other employers may do so only upon the approval of the Employer. Work for other employers may be approved as long as such work does not alter the basic purpose of the leave as originally approved by the Employer.

17.7 MILITARY LEAVE. The Employer will grant military leave of absence to bargaining unit employees who must perform military service in accordance with the law.

## SECTION 18. LEAVES OF ABSENCE WITH PAY

### 18.1 BEREAVEMENT LEAVE

(a) Eligibility and Benefits. Regular Full-Time, Regular Part-Time Employees and Part-time employees are eligible for Bereavement Leave for Immediate Family. Employer will pay them up to three (3) workdays per occurrence and an additional two (2) paid days may be used for travel to attend a funeral or memorial service at a location 300+ miles away. Bereavement leave days need not be taken on consecutive days. Eligibility and payment for bereavement leave will be in accordance with the provisions of the applicable Human Resources policy in effect as of the date of this agreement. See applicable Bereavement Leave Policy dated 12/12/2019. Per Section 3.2 of that Policy, unscheduled employees qualifying for other benefits shall also be eligible for Bereavement leave under that Policy.

(b) Immediate Family. Immediate Family includes:

- (1) Spouse, Domestic Partner (NOTE: For Employees working in Hawaii, immediate family also includes an Employee's partner who is registered under a civil union in accordance with state law.)
- (2) Parent, Step Parent, Parent In-Law, Step Parent In-Law, individual who stood in loco parentis to the Employee when the Employee was a child
- (3) Child, Step Child, Legal Ward, Foster Child, Adopted Child
- (4) Daughter, Step Daughter, Daughter In-Law, Step Daughter In-Law
- (5) Son, Step Son, Son In-Law, Step Son In-Law
- (6) Sister, Step Sister, Sister In-Law, Step Sister In-Law
- (7) Brother, Step Brother, Brother In-Law, Step Brother In-Law
- (8) Grandparent, Step Grandparent
- (9) Grandchild, Step Grandchild
- (10) Relative living in the same household as the Employee

"In-Law" refers to the family member of the Employee's current Spouse or Domestic Partner. (NOTE: For Employees working in the Hawaii, "In-Law" also refers to the family member of the Employee's current Civil Union Partner).

"In loco parentis" means one who has day-to-day responsibilities to care for and financially support a child, so a biological or legal relationship is not necessary.

## 18.2 JURY DUTY

- (a) Any regular employee who serves on a federal or state jury shall receive the amount paid the employee by the government and the straight time amount the employee would have earned had the employee worked. It is understood that the employee shall submit to the Employer a proper certificate from a court official indicating the time so spent and the amount of jury pay.
- (b) *Evening and Night Shift Employees.* It is also understood that if evening and night shift employees serve on a jury on a workday but at a time outside of the employee's normally scheduled work shift and such service exceeds four (4) hours, the employee shall not be required to report to the employee's normally scheduled shift and will be paid in accordance with the provisions of paragraph (a). Employees must, however, give the Employer as much advance notice as is given them in regards to the requirements of the jury service.
- (c) *Witness Duty.* Any employee who is required to serve as a witness on behalf of the Employer in any judicial or arbitration proceeding shall have such time considered time worked and compensated for under the provisions of this Agreement.
- (d) *Scheduling Beyond One (1) Week of Jury Duty.* Due to the great variations in work schedules, it is impossible to cover every permutation of work schedules and jury duty. The intent of this provision is to allow employees to discharge their civic responsibilities without suffering loss of pay from what they would have earned

absent the jury duty or ending up with a combination of work schedule and jury service which is clearly worse than what the employee would have worked absent the jury duty. After the first week of jury duty, the Employer shall change the employee’s work shift to coincide with the jury service.

- (e) *Overtime or Premium Pay Computation.* Time spent on jury duty shall not count as hours worked for the purpose of computing overtime or premium pay.

**BENEFITS DISCLAIMER FOR SECTIONS 19, 20, & 23:** Employer shall maintain existing benefit coverage through January 1, 2022, or as soon as administratively possible following the conclusion of National Alliance Bargaining, whichever is later. This includes the existing benefit provisions found in both the local and 2019 National Coalition Agreements including but not limited to Medical, Dental, Life Insurance, Disability, Time Off, Retirement Income and Retiree Medical.

**SECTION 19. HEALTH PLAN COVERAGE**

**19.1 MEDICAL PLAN**

For 2020 – 2021, refer to the relevant terms of the National Agreement between Kaiser Permanente and The Coalition of Kaiser Permanente Unions, the terms of which shall apply and provide further information regarding Health Plan coverage.

For 2022 – 2023, refer to the “HNHP Transition” Letter of Agreement 7

- (a) *Kaiser Permanente Group Plan.* The Employer shall provide each regular full-time and regular part-time employee and the employee’s eligible dependents with Health Plan benefits under the Kaiser Permanente Group Plan (formerly known as Plan B) with Drug, Optical, and Psychiatric riders and shall pay the cost of such coverage. Eligible dependents shall include unmarried children 19 through 26 years of age, providing they have the same legal address as the employee, are attending an accredited school or university as full-time students and are dependent upon the employee for support and maintenance.
- (b) For employees with less than (3) years of continuous service the Employer shall pay a percentage as set forth below of the monthly premium for medical plan coverage on behalf of participating employees:

	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22*</u>	<u>1/1/23*</u>
Single	100%	100%	100%	TBD
Double	90%	90%	90%	TBD
Family	90%	90%	90%	TBD

\* Refer to “HNHP Transition” Letter of Agreement 7

- (c) For employees with more than 3 years of service the Employer shall pay a percentage as set forth below of the monthly premium for medical plan coverage on behalf of participating employees:

	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22*</u>	<u>1/1/23*</u>
Single	100%	100%	100%	TBD
Double	90%	90%	90%	TBD
Family	90%	90%	90%	TBD

\* Same as above

**19.2 DENTAL PLAN**

For 2020 – 2021, refer to the terms of the National Agreement between Kaiser Permanente and Coalition of Kaiser Permanente Unions, the relevant terms of which shall apply and provide further information regarding Dental Plan coverage.

For 2022 – 2023, refer to the “HNHP Transition” Letter of Agreement 7.

- (a) The Employer shall provide the Hawaii Dental Service (100% basic coverage 80%-20% coverage on all other services, with a \$1,500 maximum) dental plan for all eligible participating employees who have three (3) or more

months of continuous service. The Employer shall pay the following percentage of the monthly premiums up to the dollar maximum listed with the employee paying the balance, if any:

Single	100% w/max of \$30
Single + 1 dependent	75% w/max of \$45
Single + 2 dependents	75% w/max of \$67

19.3 RIGHT TO CHANGE MEDICAL AND DENTAL PLANS. The Employer retains the right, during the life of this agreement, to change medical and dental plans as long as such change does not result in a reduction of overall benefits to the employees and does not result in any increased cost to the employees over the present plan. Prior to implementing such a change, the Employer shall notify the Union sixty (60) days in advance and inform the Union of the contemplated changes in order to allow the Union to inspect the new plan to ensure that the overall benefits to the employees are being maintained. In the event the Union can substantiate that the new plan is not equal to or better than the present plan on an overall benefit basis, the Union shall have the right, within sixty (60) days of being informed of the Employer's plan to change the medical and/or dental plans, to demand arbitration in accordance with the provisions of Section 29.2, Step 4 (Arbitration). In the event the Union requests arbitration, the Employer shall delay any implementation until receiving the arbitrator's decision.

19.4 ELIGIBILITY. Medical and Dental Plan coverage shall apply to all regular full-time, and regular part-time employees who elect such coverage. Part-time employees who elect to receive medical and/or dental coverage shall receive the coverage outlined in 19.1 and 19.2 above with the Employer paying one-half (1/2) the premium it would pay for a regular full-time and regular part-time employee.

## **SECTION 20. GROUP LIFE INSURANCE AND TOTAL & PERMANENT DISABILITY INSURANCE**

20.1 GROUP LIFE INSURANCE. The Employer shall provide group life insurance of \$50,000 with \$30,000 AD&D for all regular full-time and regular part-time employees who have completed three (3) months of continuous employment and will pay the premiums during the active service of the employee's tenure. A regular full-time and part-time employee shall have the option of purchasing additional group life insurance at their own expense.

For 2022 – 2023, refer to the "HNHP Transition" Letter of Agreement 7.

20.2 TOTAL & PERMANENT DISABILITY (T&PD) INSURANCE. Following six (6) months of disability and upon certification of total and permanent disability, the employee may "draw down" the life insurance in monthly installments of \$166.67 up to a maximum of sixty (60) months and \$10,000. The value of the employee's life insurance shall be reduced by the amount "drawn down."

For 2022 – 2023, refer to the "HNHP Transition" Letter of Agreement 7.

## **SECTION 21. EDUCATIONAL AND PROFESSIONAL IMPROVEMENT**

### **21.1 ELIGIBILITY**

- (a) *Less Than Five (5) Years of Service.* After one (1) year of continuous employment in the bargaining unit, regular full-time, regular part-time and part-time employees are entitled to four (4) days of paid professional development leave during each year of employment. The educational days shall be administered and granted on a calendar year basis. (Example: A regular full-time employee is hired on 6/15/99. Upon completion of one (1) continuous year of employment on 6/15/00, the employee is entitled to four (4) days of paid professional development leave to be used up to and including 12/31/00. On 1/1/01, the employee will be entitled to four (4) days of paid professional development leave to be used up to and including 12/31/01.) For regular full-time, regular part-time and part-time employees. The four (4) days of professional development leave shall be paid on the employee's regularly scheduled hours for those days not to exceed twelve (12) hours. Employees on twelve (12) hour or twelve (12) hour and eight (8) hour shifts shall have the option of receiving paid professional development leave on the basis of two (2) days at twelve (12) hours

each day and one (1) day at eight (8) hours or four (4) days at eight (8) hours each day, up to a maximum of thirty-two (32) hours per calendar year.

- (b) *Five (5) or More Years of Service.* After five (5) years of continuous employment in the bargaining unit, regular full-time, regular part-time and part-time employees are entitled to six (6) days of paid professional development leave during each year of employment the educational days shall be administered and granted on a calendar year basis. (Example: A regular full-time employee is hired on 6/15/95. On 1/1/00, the employee is entitled to four (4) days of paid professional development leave to be used up to and including 12/31/00. On 6/14/00, the employee completes five (5) years of continuous service and is eligible for an additional two (2) days of paid professional development leave to be used up to and including 12/31/00. On 1/1/01, the employee will be entitled to six (6) days of paid professional development leave to be used up to and including 12/31/01.) For regular full-time, regular part-time and part-time employees, the six (6) days of professional development leave shall be paid on the employee's regularly scheduled hours for those days not to exceed twelve (12) hours. Employees on twelve (12) hour or twelve (12) hour and eight (8) hour shifts shall have the option of receiving paid professional development leave on the basis of twelve (12) hours per day or eight (8) hours per day up to a maximum of forty-eight (48) hours per calendar year.

## 21.2 PROCEDURE

- (a) *Requests.* Professional development leave must be requested in writing on the form provided, at least two (2) weeks in advance. Each applicant shall be notified as to the approval or disapproval in writing of the professional development leave.
- (b) *Covered Activities.* The educational activity must be practice-related. It is understood that activities including conducting nursing research and presenting research findings or papers and other speaking engagements at professional conferences shall be encompassed within approved educational activities under this Section.
- (c) *Minimum Length.* The educational activity must be scheduled for at least four (4) hours in order to be approved for professional development leave.
- (d) *Approval.* The educational activity must be approved by management within thirty (30) days of the request.
- (e) *Scheduling.* Each day of professional development leave must be taken at one time (professional development leave cannot be taken in increments of hours). For programs overlapping with a nurse's regularly scheduled shift and lasting less than eight (8) hours, the nurse may be scheduled to report for the remainder of his/her shift less the length of time spent at the program and reasonable travel time and meal period, provided that at least four (4) hours remain in the employee's shift.
- (f) Professional development leave will be considered the same as time worked.
- (g) Professional development leave will be granted for approved educational activities as requested whenever possible, consistent with operating requirements.
- (h) *Carry-Overs.* Professional development leave is not accrued from year to year, except that if the Employer cancels or denies a request for professional development leave submitted in accordance with these provisions in the last calendar quarter of a year and does not approve a request for such leave in the remainder of the year, the employee will be allowed to carry over the same amount of canceled/denied time into the first quarter of the next year (to be added to the employee's paid professional development leave for that year).
- (i) *Documentation.* The employee is required to provide appropriate documentation of attendance at the approved educational activity
- (j) *Leaves of Absence.* Employees on unpaid leaves of absence may apply and be granted professional development leave in accordance with the provisions of this section. Such employees must return to work at the end of their unpaid leave and work thirty (30) calendar days prior to applying for payment of the

professional development leave. Employees receiving TDI or Workers' Compensation benefits may integrate paid professional development leave to supplement TDI or Workers' Compensation benefits so that the employee receives the equivalent of their daily regular pay for approved paid professional development leave days; such employees, however, will continue to be considered on a medical leave of absence.

21.3 CREDITS. The Employer will utilize the approved method to credit employees for appropriate required and voluntary in-service.

21.4 CPR CERTIFICATION / OTHER ADVANCED CERTIFICATIONS. Employer will pay for the CPR recertifications for employees within those classifications having a CPR requirement to perform their job duties. In addition, employees will not be required to incur out of pocket expenses and then seek reimbursement for CPR recertification courses. Instead, employees should work with their local management to ensure that they do not incur out of pocket costs for completion of recertification for CPR.

For other job required advanced certifications, employees may continue to utilize the tuition reimbursement process for out of pocket expenses as provided for under that policy. Should employees reach their maximum reimbursable amount at the end of the year and are unable to file for tuition reimbursement for eligible expenses, their department will reimburse the expenses incurred to obtain the advanced certification. They may also continue to use education leave to attend such courses following the appropriate approval for the time off from work.

## SECTION 22. TUITION REIMBURSEMENT

22.1 The Employer has agreed to establish a tuition reimbursement program for the growth and development of regular employees through their enrollment in educational courses or to obtain or maintain licensure, degrees and certification. Tuition reimbursement dollars may also be used for basic skills programs (e.g. computer, basic math, second language and medical terminology courses).

### 22.2 ELIGIBILITY

(a) *Employment Status*. Regular full-time employees and regular part-time employees who have been employed for at least ninety (90) days.

(b) *Eligible Charges*. The following charges are eligible for reimbursement per each program

(1) Fees for courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education (i.e. CEU, PDU, CME, Contact Hours) in order to advance skills and obtain or maintain positions required licensures or certifications, provided they are taken at an accredited institution, professional society or governmental agency. This shall include obtaining required licensure for a position.

(2) books, computer software, or online subscriptions required for coursework.

(3) Re-certification exam fees. (Will retain until implementation of revised Clinical Ladder).

All requests must be made in writing to the department supervisor at least thirty (30) calendar days prior to the convening date of the course, workshop, etc. Requests should include an explanation of how the course relates to the employee's work assignment, and how feedback will be given to other department employees.

Supplies required for study are not included as eligible charges.

(c) Annual Tuition Amount will be reimbursed only to the extent that budgeted funds are available (up to \$135,000 per year), not to exceed \$3,000 per calendar year. Of this amount, employees are eligible for up to \$750.00 for travel, room/lodging expenses (excluding meals) for eligible charges as stated in 22.2(b)(1).

### 22.3 PROCEDURE

(a) An eligible employee will make application on a "Tuition Reimbursement Application Form." (on [HR website](#))

(1) The Application shall include a description of the course/program/examination. The cost and dates of the course/program/ examination and any other pertinent information.

(2) The Application shall be submitted and approved before completion of the course/program/examination.

(3) The Application shall include a statement that the employee authorizes the deduction of a prorated amount of any tuition reimbursement paid, should the requirement of continuing employment for at least one (1) year after completion of the course/program/examination not be met.

(b) The employee shall be advised of approval or non-approval in writing within two (2) weeks of submission.

(c) *Reimbursement.* Reimbursement for approved educational endeavors/certification course/program/ examination is at 100% of eligible charges.

(1) Where grades are issued, reimbursement will be paid only subsequent to attaining a passing grade for the course or examination.

(2) Receipts must be presented for reimbursement.

(d) *Continued Employment.* An employee must continue regular employment for at least one (1) year after the completion of the most recent course/program/examination for which reimbursement is made.

(1) *Repayment of Tuition Reimbursement.* An employee who, for whatever reason, fails to meet this requirement, shall be required to refund to the Employer a prorated amount of the tuition reimbursement paid for course(s)/program(s)/examination(s) completed within the last year of employment.

## **SECTION 23. RETIREMENT PLANS**

### **23.1 PLANS/COVERAGES**

(a) *Pension Plan.* The Employer shall continue its present pension plan. The details of such plan shall be outlined in a pension plan booklet. The pension multiplier will be 1.45% effective January 1, 2020.

(b) *Tax Sheltered Annuity (TSA).* The Employer shall provide a 403(b) Plan and such Plan will include a fifty percent (50%) match on up to two percent (2%) of gross pay. The Employer shall provide a performance-based contribution to the 403(b) plan if the applicable performance requirements are satisfied.

(c) *Modifications to Pension Plan.* The Employer reserves the right to amend or modify the pension plan at any time but in no event will there be a reduction of benefits as a result of such amendment or modification.

(d) *Retiree Medical Coverage.*

The Retiree Medical Coverage as stated in this Section 23.1 will be in accordance with the relevant terms contained in the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions, until 1/1/2022. For 2022 and thereafter, refer to the "HNHP Transition" Letter of Agreement 7.

## **SECTION 24. SENIORITY**

24.1 **PROBATIONARY PERIOD.** A probationary period shall be established for all newly hired employees to the bargaining unit including traveler nurses. The probationary period shall be ninety (90) days for all employees except that employees with less than six (6) months of experience and part-time employees shall have a one hundred and twenty (120) day probationary period. Employees who are on a one hundred and twenty (120) day probationary period shall be reviewed at the completion of ninety (90) days employment. During the probationary period the principle of seniority shall not apply, and such employees may be terminated without recourse to the grievance procedure. An employee who takes emergency leave during the probationary period shall have the probationary period automatically extended for a period equivalent to the duration of the leave.

## 24.2 SENIORITY

- (a) *Seniority Defined.* Bargaining unit seniority shall begin from the date of last continuous covered employment as an RN by the Employer. Exempt RN's union seniority dates are based upon hire dates into the respective bargaining unit classifications or Kaiser Permanente hire date, whichever is most recent.
- (b) *Seniority Delimited.* An unpaid leave of absence exceeding thirty (30) calendar days shall lessen seniority by the number of days on such leave which exceed thirty (30) calendar days. Employees on leaves covered under Workers' Compensation, Sick Leave or Temporary Disability Insurance shall not have their seniority adjusted. Seniority shall be terminated by discharge, resignation, failure to return from an authorized leave of absence, layoff in excess of one hundred and eighty (180) days or failure to report to work within one (1) calendar week after receiving a recall letter unless the Employer agrees in writing to other arrangements. See Letter of Agreement 6 on Seniority Issues.

24.3 LOW NEED DAYS, LAYOFF AND RECALL FROM LAYOFF. The intent of this provision, in view of the great variations in the work schedules and environments of the individual nursing units, is to avail the parties to a reasonable, general procedure for reduction of work opportunity, which retains sufficient flexibility to address individual situations.

The Employer agrees not to float covered employees (except for regular float personnel) out of their regularly assigned unit while an agency or traveler nurse is scheduled to work on the employee's regularly assigned unit except when patient care needs require the specific skill of the covered employee being floated.

The Employer upon request of the Union will furnish information with respect to the number of day, relief, night, evening, holiday and weekend shifts worked by agency nurses but not more often than once per calendar quarter.

### (a) *Definition of Layoff*

- (1) *Low Need Days.* A reduction in straight time work opportunity on a nursing unit of a short term, temporary nature. This reduction of work opportunity shall be on a shift by shift or partial shift basis.
- (2) *Extended Layoff.* A reduction of straight time work opportunity from a regular full-time, regular part-time or part-time employee's regular work schedule which at the time of layoff is not expected to exceed ninety (90) calendar days in duration.
- (3) *Permanent Layoff.* Complete elimination of work opportunity when, at the time of layoff, there is no reasonable expectation of being recalled in the future. Extended layoffs which result in a complete elimination of work opportunity shall be deemed to be permanent when such layoff exceeds one hundred eighty (180) calendar days.

### (b) *Layoff Procedure*

(1) *Low Need Days.* In the event that it becomes necessary to reduce staff on a short term, temporary basis, the Employer shall:

- [a] Cancel local agency and contingent nurses.
- [b] Seek volunteers who may use vacation, unpaid leaves of absence or who are willing to float to another unit
- [c] Cancel call-ins.
- [d] Cancel Traveler Nurses without seniority.
- [e] Cancel Regular Part Time Quarterly (RPTQ) employees.
- [f] Cancel employees who are scheduled to work an additional shift on that day that was not part of the original posted schedule.
- [g] It is the intent of the Employer to make every effort to provide work opportunity. In doing so, in addition to the above steps, the Employer may exercise the following options in a low need situation:
  - [i] Allow time for unit work, such as: Clinical ladder, Quality improvement, etc.



[ii] Float volunteers for cross training purposes or to maintain their skills.

[h] In the event that further reductions of staff are necessary, the following system shall be utilized:

Low need days shall be addressed in a rotational, unit by unit, shift by shift manner within a payroll quarter. The least senior employee scheduled for that shift, excluding those on orientation, shall lose work opportunity. Such loss of work opportunity shall be for a total of twenty-four (24) hours, after which the next least senior employee shall lose twenty-four (24) hours of work opportunity and thereafter in progression up the seniority ladder. Employees with more seniority may volunteer to take a low need day off (such volunteers may take earned vacation or unpaid leaves of absence at the employee's choice) and such hours will be credited toward their twenty-four (24) low need hours in the payroll quarter. Once all employees on the shift in the unit have met the twenty-four (24) hour requirement, the rotation will begin again with the least senior employee. This rotation of low need days shall occur no more than two (2) times in a payroll quarter. Should additional work opportunity not be available upon completion of the second rotation in the payroll quarter, the extended layoff procedure shall be invoked. Thus, in a payroll quarter, the most hours of work opportunity lost by any individual in the nursing unit prior to extended layoff being invoked would normally be forty-eight (48) hours.

(i) The Employer shall provide notice to employees to be called off because of low need at least one and one-half (1 ½) hours prior to the beginning of the day shift and two and one-half (2 ½) hours prior to the evening shift and night shift start times.

(ii) Employees who are called off for a partial shift because of low need will be informed of the time they are to report to work for the remainder of the shift. The notice requirements of this section shall also apply if the employee is subsequently called off or has requested and subsequently is granted a voluntary low need day for the remainder of the shift.

(iii) An employee who reports to work and is released from duty because of low need shall receive payment for four (4) hours work at the straight time rate of pay. If, however, the Employer makes a reasonable attempt to inform an employee of call-off, at least one and one-half (1 ½) hours prior to the start of the shift, but is unable to contact such employee, the provisions of this section shall not be applicable. It shall be the responsibility of the employees to notify the employer of their current addresses and telephone numbers. Failure to do so shall excuse the employer from notification requirements and from payment of reporting pay.

(iv) In the event that an employee is placed on on-call because of low need, the provisions of Section 12.5, On-Call/Standby, shall apply. Employees may utilize vacation pay in addition to on-call pay for the hours the employee would have worked if the employee had not been placed on on-call.

(v) Employees having lost work opportunity shall be given the first priority for subsequent additional work hours that may become available to replace work hours lost, unless unit specific circumstances require otherwise, and shall be paid the applicable straight lime rate of pay.

(vi) An employee taking low need days, if mandatory, shall maintain her/his current employment status.

(2) *Combined/Merged Units.* In the event the Employer finds it necessary to combine or merge nursing units, the following procedure will be followed:

[a] The Employer will determine the number of FTE's, hours and shifts required for staffing the combined/merged units.

[b] The Union will be notified of the Employer's intent to combine/merge units as soon as possible, but before implementation and will be provided with all relevant information. The Employer will meet with the Union upon request to discuss the plans.

[c] If necessary, staff of the combined/merged unit will re-bid for positions. Among qualified employees whose ability is equal, bargaining unit seniority shall determine the choice.

[d] In the event there are not enough positions sufficient for all employees, layoff may occur in accordance with Section 24.3.

(3) *Extended Layoff.* Extended layoff may be invoked either upon notification by the Employer or after a nursing unit has completed two (2) rotational cycles of low need days (48 hours per employee) in a payroll quarter. In the event of an extended layoff, the Employer will, within the affected work unit or cost center by shift, first seek volunteers to reduce staffing. Such volunteers may take earned vacation or unpaid leaves of absence at the employee's choice. In the absence of sufficient volunteers, employees shall be laid off in accordance with the following:

[a] *Work-Sharing.* At the request of the Union or the Employer, the parties may explore the feasibility of a work-share arrangement among employees in lieu of a layoff and may, by mutual agreement, institute such work-share arrangement. If no agreement is reached on a work-share arrangement, employees shall be laid off in accordance with the seniority provisions of this section.

[b] *Float Unit.* Float employees who are not normally assigned to a particular work unit or cost center shall be considered part of the "float" unit. During extended layoffs, they shall have priority for all "float" work and shall be laid off within their unit.

[c] *Work Opportunity.* Employees who lose work opportunity due to layoff shall be floated out of their unit and have priority over temporary agency nurses, call-ins, traveler nurses without seniority and regular part-time quarterly (RPTQ) employees to the extent that they are qualified to perform such work and such move is operationally feasible.

[d] *Schedule Posting.* If the layoff is sufficiently extensive within a work unit or cost center that is impractical to continue the posted work schedule, the parties may agree to post a new work schedule of shorter duration and waive the two (2) week notice.

[e] *Displacement of Employees.* Employees laid off from a position shall have the right to displace the position occupied by the least senior employee for which the employee is qualified in the Hospital for Hospital employees and in the Clinic for Clinic employees. Such displacement shall only occur on each respective island.

[f] *Relocation of Employees to New Facilities.* To maintain continuity within departments, minimize disruption to patient service, and to provide continued effective patient care, the following shall be applicable:

(i) Employees shall be transferred using a "team" concept. Therefore, employees will be transferred when a physician, unit, or department is relocated to a new facility.

(ii) Relocation is defined as the physical movement of functions, activities and services being performed at those locations and facilities that are now in existence to a new facility or place of business.

(iii) Provisions of Section 24.4, Promotions and Transfers, shall not be applicable to the initial relocation of employees to a new facility. After the relocation is complete, the normal procedures regarding promotion and transfers shall apply.

(4) *Permanent Layoff*

[a] *Seniority During Permanent Layoff.* An employee shall be laid off in accordance with bargaining unit seniority and displace the least senior employee in the positions for which the employee is qualified. For the purposes of this section, "qualified" means the ability to perform the duties of the position within a reasonable period of orientation not to exceed two (2) weeks. It is understood that a Staff Nurse shall only displace a Staff Nurse and a Nurse Practitioner shall only displace a Nurse Practitioner unless otherwise specified.

[b] *Displacement of Employees.* An employee who is displaced from her/his position due to a permanent layoff shall have the right to displace the least senior employee within the department/unit and location

in that order. Should all positions at the location be exhausted, the employee shall have the right to displace the least senior employee on the island where the layoff is occurring. It is understood that the employee will assume the status of the new position. Employees permanently laid off from a particular island may apply for available vacancies at the time of layoff on any island.

[c] *Retraining To A New Skill.* In the event there is no position available for which the employee is qualified, the Employer will offer the employee (in the order of their seniority) an opportunity to re-train in another area, based on operational need. Employees electing this option will be assessed to determine whether they are viable candidates for work in another area. The employee will receive the same amount of time as the standard training program for that particular unit. Once the program is completed, the employee is expected to have completed the skills competency requirements for that unit and have the ability to function independently. It is understood that such training will only be offered to extent that the Employer generally offers such training and has the ability and resources to conduct the necessary training.

[d] *Nurse Practitioners.* Should all Nurse Practitioner positions on an island be exhausted, the employee shall have the right to displace the least senior Staff Nurse position for which the employee is qualified on the island where the permanent layoff is occurring. A Nurse Practitioner who transfers to a Staff Nurse classification as a result of a permanent layoff shall receive the applicable Staff Nurse job rate and shall assume the status of the position.

(c) *Notification Requirement*

(1) *Union Notification of Layoffs.* In the event of extended or permanent layoffs, the Employer shall provide as much advance notice to the Union as possible.

(2) *Twenty-One (21) Days' Notice.* In the event of permanent layoffs, non-probationary employees shall receive twenty-one (21) calendar days' notice, or pay in lieu of notice, except for layoffs caused by acts of God, disasters, or emergencies totally outside the control of the Employer.

(3) *Union Notification of a Reorganization.* In the event of a workforce reorganization that does not involve layoffs (but might involve a reduction in hours or positions, or the closing of a nursing unit on a temporary or permanent basis), the Employer shall notify the Union as soon as possible, but prior to instituting such action. The Employer shall meet with the Union upon request, to discuss such action and implementation of the plan.

(d) *Recall From Layoff*

(1) Employees are eligible for recall within 180 days from the time of layoff.

(2) *Recall Order.* In making recall from layoff, employees shall be recalled in reverse order of layoff, (i.e. the last laid off shall be the first one recalled, provided that recalled employees are qualified for the position and can satisfactorily perform the work required). In the event a recalled employee is not qualified for the position to which s/he is recalled, the employee shall retain his/her position on the recall roster until recalled to a position for which s/he is qualified.

(3) *Extended Layoff.* In recalling the laid-off employee, the Employer shall notify the employee by telephone, or if unable to contact the employee by telephone, by certified letter to the address last given to the Employer by the employee. The Employer shall also provide the Union with a list of recalled employees. It shall be the responsibility of the employee to keep the Employer and the Union informed in writing of the employee's current address and telephone number. Employees who fail to return to work within one (1) calendar week (unless other arrangements are mutually agreed to by the Employer and employee) from the time of receipt by the Union of the list of recalled employees shall be considered terminated.

(e) *Elimination of Positions.* An employee whose position has been eliminated will be provided 45 days' notice prior to the position elimination date. The transition and redeployment process for such Employees shall be

subject to Employment and Income Security Agreement (EISA) as applicable under Labor Management Partnership agreements and applicable local redeployment processes and transition agreements.

#### 24.4 PROMOTIONS AND TRANSFERS

- (a) *Promotions and Transfers.* Preference for promotions and transfers to all bargaining unit permanent vacancies shall be given to current qualified employees. Current employees shall be notified via electronic posting and shall be given an opportunity to apply for such positions. Positions will be posted for five (5) calendar days prior to being offered to the public. Promotions will be awarded to the most qualified employee. Should qualifications be equal, bargaining unit seniority shall determine the choice. Priority consideration will be given to employees within the unit. Among qualified employees from outside the department, whose ability is equal, bargaining unit seniority shall determine the choice. For transfers, employees who are in the work unit where the vacancy exists shall receive first priority and bargaining unit seniority shall determine the choice. Each applicant for the position shall be notified in writing as to the employee's selection or non-selection. Upon request, each promotion or transfer applicant shall be given the reason for the non-selection.
- (b) *Adaptation Period.* Promoted and/or transferred employees shall serve a ninety (90) day adaptation period.
- (1) During their adaptation period after an objective review by the Employer, or should the employee choose to leave the position, the Employer agrees to meet with the Union and the employee to discuss whether the employee may be able to:
    - [i] Return to their previous position if it is still vacant
    - [ii] Return to their previous unit should a vacancy exist
    - [iii] Transfer into another vacant position for which they may be qualified
  - (2) Return to the unit will not result in a bumping and may involve changes in status, shift or weekends.
  - (3) An employee returning to their previous unit or position will not result in the employee serving another adaptation period.
  - (4) An employee who transfers into a vacant position for which they may be qualified will serve a new adaptation period.
  - (5) If the Employer fails to advise the employee during the course of the adaptation period that s/he is not meeting the expectations of the position; he/she shall have access to the grievance procedure.
  - (6) An employee who is in their adaptation period may be able to apply for vacant positions during their adaptation period if mutually agreed to by the employee and management.
- (c) *Vacant Positions.* Notwithstanding the posting provisions provided in paragraphs (a) and (b) above, current employees may continue to apply for vacant positions after the close of the posting until someone has been selected for the vacancy; however, such employees will not receive any special consideration over outside applicants. A list of vacant positions will be posted by the Employer at its Moanalua facility in a location that is always accessible to employees. In addition, positions are listed on the Kaiser Jobs website.
- (d) *Temporary Vacancies.* Temporary vacancies which are expected to exceed ninety (90) calendar days shall be posted and filled in accordance with the provisions of (b) above. The posting notice shall specify that the temporary position has no guarantee of duration nor does the employee have any guarantee of return to the employee's former position once the temporary position is finished. Employees who transfer into such temporary positions shall maintain their seniority.

24.5 TRANSFER OUT OF THE BARGAINING UNIT. In the event an employee volunteers for or is assigned a position outside of the bargaining unit, the employee's bargaining unit status and seniority will be protected for a period of five (5) years. In the event the employee applies for a bargaining unit position, is transferred back into the bargaining

unit, or the employee elects to transfer back into the bargaining unit during the five (5) year period, such employee shall apply/bid for bargaining unit positions/shifts/assignments as bargaining unit members and shall be considered, hired, and/or reinstated back into the bargaining unit without any losses of bargaining unit seniority, (the employee shall retain all seniority earned prior to the transfer but shall not accumulate seniority for the period of time spent outside the bargaining unit, the employee shall be treated as a new hire for the purpose of start rates and bargaining unit seniority except that if such employee has nineteen (19) months or more experience (as defined in Exhibit "A-1"), shall receive preference over applicants who are not members of any of the Union's bargaining units, and the employee shall be paid at the job rate appropriate for his/her experience. This subsection shall not apply to employees who transfer to call-in status.

24.6 SENIORITY LIST. Upon request by the Union, the Employer shall furnish a complete seniority list including the Hire Date, Union Seniority Date, status and work unit of the employees covered by the Agreement. Requests are limited to once every six months.

## **SECTION 25. RESIGNATION NOTICE**

Each employee shall give the Employer at least thirty (30) calendar days' written notice before the date of resignation. The resigning employee shall be paid accrued vacation providing the employee has twelve (12) months of continuous service. If the employee fails to give such notice, the Employer may decline to pay the employee for accrued vacation benefits. This notice requirement may be waived or reduced by mutual agreement between the Employer and employee when extenuating circumstances exist. For employees with less than one (1) year of service, this Section shall not be applicable to any holidays earned which have been converted to vacation days. Such days shall be paid to the employee upon termination regardless of resignation notice.

## **SECTION 26. CORRECTIVE ACTION AND DISCHARGE**

### **26.1 JUST CAUSE STANDARD/CORRECTIVE ACTION AND JOINT DISCOVERY**

- (a) *Just Cause*. Employees shall be subject to corrective action or discharge by the Employer for just and sufficient cause.
- (b) *Corrective Action Procedure*. The Corrective Action procedure is a method to try and resolve performance and behavior issues in a nonpunitive manner. The goal is to jointly resolve the issues.
  - (1) *Joint Discovery*. Joint discovery must be completed before corrective action can be given to an employee.
  - (2) Corrective Action includes five (5) Levels:
    - (a) Level 1 Initial Discussion (not disciplinary)
    - (b) Level 2 Developmental Action Plan (not disciplinary)
    - (c) Level 3 Corrective Action Plan (formal discipline)
    - (d) Level 4 Last Chance Agreement (formal discipline)
    - (e) Level 5 Termination (formal discipline)
  - (3) Employee may file a grievance at any level of the procedure.
- (c) *Investigatory Suspensions*. In situations where management determines removal of an employee is warranted due to the nature of the reported incident or allegation, such employee shall be placed on a paid investigatory suspension.
- (d) *Notice of Employer Policies*. If an employee is disciplined for a violation of any of the Employer's policies, the employee has the right to be given a copy of the applicable policy.
- (e) *Union Representation*. The Employer recognizes the right of an employee to a Union representative for all joint discovery and corrective action.

## **SECTION 27. PERSONNEL INFORMATION**

27.1 PERSONNEL FILE. An employee, upon request at reasonable intervals and by appointment, shall be permitted to examine at the Human Resources Department the employee's entire personnel file, except for confidential reference letters. In addition, at any time when necessary for processing of a grievance, the employee and the employee's Union representative may examine and copy such documents, together with any other documents in the employee's personnel file relevant to the subject matter of the grievance. Release of any confidential medical information shall be done in accordance with applicable state and federal privacy laws.

27.2 RETENTION OF INFORMATION. In alignment with the National Agreement, Level 1 (Initial Discussion) and Level 2 (Developmental Action Plan) are not retained in the personnel file. Level 3 (Corrective Action Plan) and Level 4 (Day of Decision) forms will be removed from the employee's personnel file after one (1) year. Upon mutual agreement, disciplinary documentation may be removed from the employee's personnel file prior to the one (1) year expiration period. Derogatory material that may pose a potential legal liability to the Employer may be taken into consideration beyond the one (1) year period. An employee may submit pertinent information such as work experience, educational degrees, courses taken, recommendations and awards, to be included in the employee's personnel file.

## **SECTION 28. UNIT REPRESENTATIVES**

28.1 The Union will notify the Employer of appointed unit stewards, which may include Nurse Practitioners. The steward shall have seniority only for layoff over all other employees in the respective work unit.

### **28.2 HANDLING GRIEVANCES**

(a) Each steward shall represent employees in the representative's designated units only and may assist those employees in the handling of grievances.

(b) The steward shall not interfere with the management of the Employer's operation or direct the work of any employee. The Unit steward may assist other representatives in the handling of grievances.

28.3 TIME FOR NEGOTIATIONS. Employees who are members of the Negotiating Committee for the Union shall have their schedules adjusted to allow them to participate in negotiations subject to patient care requirements.

## **SECTION 29. GRIEVANCE PROCEDURE**

29.1 ISSUE RESOLUTION. The parties are committed to trying to resolve complaints and problems before they become grievances. To this end, they will meet and discuss issues that may result in grievances. When an issue is unit-specific, in addition to a Human Resources Representative, if applicable, the appropriate management representative(s) shall attend and participate in the discussion.

(a) The Employer and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of grievances and agree that most disputes can be solved through oral discussion.

(b) *Procedure.* When an employee covered by this Agreement, or the Union believes that the Employer has violated the express terms and provisions of this Agreement and that by reason of such violation one of the employee's or the Union's rights under the Agreement has been adversely affected, the affected party shall be required to follow the procedure hereinafter set forth in presenting the grievance. (Grievances dealing with discharge cases shall commence at Step 3 by presenting the grievance, in writing, to the Human Resources VP. (or the designated representative) within seven (7) calendar days.). In such cases where grievances are not resolved by informal means, the following shall apply. A Class Action grievance filed on behalf all bargaining unit employees in an affected unit or department shall commence at Step 1. A Class Action grievance filed on behalf of all bargaining unit employees in an affected clinic shall commence at Step 2. A Class Action grievance filed on behalf of all bargaining unit employees or all bargaining unit employees within a particular entity (i.e. Kaiser Foundation Hospital or Kaiser Foundation Health Plan, Inc.) shall commence at Step 3.

- (c) *Waiver of Steps.* By mutual written agreement, certain steps may be waived. Where an extension of the time limits at any step is desired by either party, it must be requested in writing and shall stipulate the period of time extension needed which shall be of reasonably short duration.
- (d) *Time Limits.* If at any step the time limits of the grievance procedure are not met by the Employer, the grievance shall proceed to the next step. If at any step the time limits of the grievance procedure are not met by the grieving party, the grievance shall be considered dropped.
- (e) *Step 1.* The employee or the unit representative shall take up the grievance with the immediate supervisor within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. The immediate supervisor shall respond to the grievant within seven (7) calendar days.
- (f) *Step 2.* If the grievance is not adjusted at Step 1, then the grievant may present the grievance, in writing, to the Department Head within seven (7) calendar days. The Department Head shall provide the grievant with a written reply within seven (7) calendar days.
- (g) *Step 3.* If the grievance is not adjusted at Step 2, then the grievant may present the grievance, in writing, to the Human Resources V.P. (or the designated representative) within seven (7) calendar days. Upon receipt of such notice, a meeting shall be held to discuss the grievance between the grievant, the Union Representative and the Human Resources VP. (or the designated representative) within seven (7) calendar days. The Human Resources VP. (or the designated representative) shall respond in writing by the end of the seven (7) calendar days. Written grievances shall contain grievants' name(s), department, job title, date of alleged violations, steward name, date of the grievance and sections of the contract provision(s) allegedly violated.
- (h) *Step 4. (Arbitration)* If the grievance is not adjusted at Step 3, the Union shall notify the Employer in writing of the intent to submit the grievance to arbitration within fourteen (14) days (excluding weekends and holidays). A grievance at the fourth step shall be submitted to an arbitrator who shall be chosen from a panel of arbitrators to be selected as follows: two panel members designated by the employer; two panel members designated by the Union, the final panel member Jointly agreed upon by the parties. The panel shall be selected on a case-by-case basis or by mutual agreement of the parties. Within seven (7) calendar days the parties shall by agreement or a flip of a coin decide the first choice to alternately strike names from the list and shall continue on that day until one name remains. The one remaining will serve as arbitrator in the case.
- (i) *Arbitrator Decisions.* All decisions of the arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. The arbitrator shall convene the arbitration hearing as soon as possible after being selected. The complainant in every hearing before the arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed at every hearing, but the arbitrator need not follow the technical rules of evidence prevailing in a court of law or equity. The arbitrator shall make a decision in the light of the whole record and shall decide the case upon the weight of all substantial evidence presented. If briefs or memoranda are to be submitted after the close of the hearing, such briefs or memoranda shall be submitted no later than three (3) weeks from the receipt of the transcripts; replying briefs or memoranda, if any, shall be submitted no later than one (1) week from the submission of the closing briefs or memoranda. In conducting the hearing, the arbitrator shall allow only such postponements as are absolutely essential in the proper presentation of the case unless extensions are mutually agreed upon by both parties. The arbitrator shall render a decision no later than thirty (30) calendar days from the adjournment of the hearing or submission of briefs or memoranda, whichever is later. All decisions of the arbitrator under this Section, including decisions following informal hearings, shall be final and binding upon the parties.
- (j) *Informal Hearings.* The parties may by mutual agreement request the arbitrator to conduct an informal hearing. Informal hearings shall be conducted without reporters or transcriptions. There shall be no briefs

filed by either party. The arbitrator shall issue a decision within twenty-one (21) calendar days from the adjournment of the hearing. The decision of the arbitrator shall be limited to a written statement of the arbitrator's conclusion setting forth briefly the factual basis for the decision.

- (k) *Remedies and Decisions.* The retroactive application of any remedy of the arbitrator shall be limited to sixty (60) days from the time the grievance was filed. In any case of discipline where the arbitrator finds that such discipline was without cause or improper, the arbitrator may set aside, reduce or modify the action taken by the Employer. If the discipline is set aside, reduced or otherwise changed, the arbitrator may award back pay to compensate the employee wholly or partially for any wages lost because of the discipline. In determining the amount of award for back pay, the arbitrator shall deduct from the award sums received from unemployment compensation and other compensation received while the discipline was in effect. All decisions of the arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties. The arbitrator shall receive for services such remuneration as shall be acceptable to the arbitrator and agreed upon by the parties. All fees and expenses of the arbitrator shall be borne equally by the Union and the Employer. Each party shall bear the expenses of the presentation of its own case.
- (l) *Mutually Agreed Upon Mediation.* The Employer and the Union may agree to use the services of the Federal Mediation and Conciliation Service (FMCS) in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

### **SECTION 30. NURSING PRACTICE**

30.1 The Employer recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse related to her or his individual practice.

- (a) *Nursing Assessment.* Only a registered nurse can assess, plan, and evaluate a patient's or client's nursing care needs.
- (b) *Delegation.* No nurse will be required or directed to delegate nursing activities to other personnel in a manner inconsistent with Hospital/Clinic policy, the Hawaii Nurse Practice Act, the Joint Commission and accepted community standards.
- (c) *Scope of Practice.* No nurse will be requested to perform duties outside his/her scope of practice. Concerns about scope of practice should be discussed with a local resource including your supervisor, manager or chief of service, steward or union representative; Human Resources; medical center/regional compliance officer or the Scope of Practice Committee.

### **30.2 REGISTERED NURSE STAFFING**

- (a) The Employer shall have a system for determining the appropriate staffing plan. The Employer/Employee will make recommendations for improvement, problem solving, and resolution of staffing issues.
- (b) RN's shall participate in the daily assessment of patients / members nursing care needs. Staffing will be determined collaboratively based on acuity/volume and communicated to the charge nurse or supervisor and adjusted accordingly.
  - (1) Total number and characteristics of patients being cared for;
  - (2) Patient specific factors (acuity and level and variability of care);
  - (3) Unit specific factors (architectural, technological, as well as volume of admissions, discharges, and transfers);
  - (4) Experience and expertise of the Registered Nurse staff as well as the overall skill mix of the unit/department;
  - (5) Organizational support -resources, policies, and practices;



(6) Inpatient and outpatient volume considering the nature of services provided.

(c) In evaluating the staffing effectiveness, the following elements should be considered:

- (1) Patient Outcomes
- (2) Quality of nurses' work life
- (3) Patient classification
- (4) Acuity measurement tool

(d) Staffing effectiveness shall be measured through the use of tools as identified by Kaiser Permanente national programs. This data will also be shared with the Regional Nursing Leadership Council semi-annually. The Regional Nursing Leadership Council will include one (1) employee representation for the Big Island and Kauai, one (1) for Maui, one (1) for Moanalua Medical Center and one (1) for Oahu Clinics and will be selected by the Union.

30.3 *SUPERVISION AND PROFESSIONAL RESPONSIBILITY.* It is understood and agreed that supervisory personnel will not regularly be assigned to perform work assignments regularly and customarily performed by bargaining unit employees. Supervisors will, however, perform patient care to the extent necessary to maintain clinical expertise and competency necessary to fulfill their job responsibilities and to direct the provision of care on the unit.

### **SECTION 31. NO STRIKES, LOCKOUTS, WORK STOPPAGES**

The Employer and the Union realize that a hospital is different in its operation from other industries because of its service rendered to the community and for humanitarian reasons and agree that there shall be no lockouts nor suspension of work on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no picketing of the Employer, no strikes, lockouts, work stoppages, sympathy strikes or slowdowns.

### **SECTION 32. CLINICAL LADDER COMMITTEE**

32.1 *PURPOSE.* The purpose of the Clinical Ladder Committee shall be to promote professional development and career progression through individual innovation and excellence in nursing practice and will align with KPHI Regional goals and initiatives.

32.2 *OBJECTIVES.* The objective of the Clinical Ladder Committee is to improve the quality of patient care and service through promoting personal and professional growth and development of nurses.

32.3 *MEMBERSHIP.* The Clinical Ladder Committee shall be comprised equally (from Hospital and Clinics) of:

- Two (2) Clinical Ladder Nurses
- Two (2) Management representatives
- Two (2) CNS/APRN's

The Regional Nurse Executive. The Nurse Executive of the Hospital and the Director of Ambulatory Nursing Practice shall be committee sponsors.

32.4 The functions of the Committee shall be to:

- (a) Establish selection criteria for each level of the Clinical Ladder
- (b) Mentor and advise Clinical Ladder candidates in preparation of their portfolios
- (c) Review all applications for Clinical Ladder
- (d) Approve candidates for advancement on the Clinical Ladder, based on individual's meeting stated requirements
- (e) Notify candidate and candidate's manager of Clinical Ladder status
- (f) Mentor new Clinical Ladder nurses

(g) Actively promote and encourage staff nurses to pursue Clinical Ladder steps

32.5 MEETING SCHEDULE. The Clinical Ladder Committee will meet every other month (January, March, May, July, September, November) unless waived by a majority of members of the committee. Additional meetings may be held with the agreement of a majority of the members. Union employees who serve on the committee will be paid their straight time hourly rate for those hours at committee meetings and/or activities approved by the committee.

32.6 APPLICATION PROCESS. Application packets are available at MOA Nursing Administration, MOA Clinic Nursing Administration, Clinic Managers/Supervisors, Hospital Unit Managers and Clinical ladder Committee Chairperson.

### 32.7 CLINICAL LADDER REQUIREMENTS

Staff that achieved Clinical Ladder III, IV, or V prior to January 1, 2016 will maintain their level based on the previous Clinical Ladder Grid. If they fail to maintain their level, they return to a Staff Nurse 2 at job rate as indicated in Section 32.8 and future ladder application will be based on the 2016 requirements. During annual performance appraisal, Clinical Ladder Nurse will present a summary of the activities his/her Supervisor in support of the continuation of the Clinical Ladder Level.

(See separate document: Clinical Ladder Requirement Grid on following pages)

32.8 RN's will be expected to continue to meet the requirements of the classification. If that does not occur, the employee shall be returned to a staff RN classification at the staff RN job rate.

The RN may apply for the lower clinical ladder maintenance level for which they meet requirements. The application will be reviewed at the next scheduled clinical ladder committee meeting.

### 32.9 CLINICAL LADDER TRAVEL REIMBURSEMENT – Neighbor Island Employees

- (a) Employees admitted into the Clinical Ladder must meet certain mutually agreed requirements and must take certain classes to attain and/or maintain Clinical Ladder positions.
- (b) At the time of execution of this Agreement, the necessary classes are primarily provided on the island of Oahu.
- (c) For those employees in the Clinical Ladder program working on a neighbor island, the Employer will provide reimbursement to support travel to Oahu for classes required to attain/maintain Clinical Ladder status, so long as the necessary classes are not provided on the island on which the Employee is based.
- (d) All reimbursement requests will be completed locally and submitted as an expense at the department level.

32.7 Clinical Ladder Requirement Grid – Effective January 1, 2016

	Minimum Education	Qualifications	Function	Advanced Skills	Annual Activities to Maintain Level	Guidelines
Level III (Minimum 20 hours per week / 0.5 FTE)	<ul style="list-style-type: none"> <li>• 2 years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• Hawaii licensure</li> <li>• National Certification</li> </ul>			<ul style="list-style-type: none"> <li>• Provide one (1) contract hour or three (3) in-services annually</li> <li>• Demonstrated active participation in one (1) quality or UBT improvement activity</li> <li>• Overall performance appraisal rating of meets or exceeds</li> <li>• Maintains National Certification</li> </ul>	<ul style="list-style-type: none"> <li>• Employer provides adequate time for maintenance activities</li> <li>• Charge nurse differential is paid when assigned to charge duties</li> </ul>
Level IV (Minimum 24 hours per week / .6 FTE)	<ul style="list-style-type: none"> <li>• 2 years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• Hawaii licensure</li> <li>• National Certification</li> <li>• Completion of Advanced Checklist</li> </ul>	<ul style="list-style-type: none"> <li>• Functions independently with minimum supervision</li> <li>• Functions as team leader, charge nurse, and preceptor as necessary</li> <li>• Comprehensive assessment skills and application</li> </ul>	<ul style="list-style-type: none"> <li>• Three (3) case presentations</li> <li>• One (1) in-service</li> <li>• Demonstrated active participation in one (1) quality or UBT improvement activity</li> <li>• Assumes leadership role with documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Participates in one (1) committee</li> <li>• Demonstrated active participation in four (4) quality or UBT improvement activities</li> <li>• Maintains National Certification</li> <li>• Overall performance appraisal rating of meets or exceeds</li> </ul>	<ul style="list-style-type: none"> <li>• Employer provides adequate time for maintenance activities</li> <li>• Charge nurse differential is paid when assigned to charge duties</li> </ul>
Level V (Minimum 32 hours per week / .8 FTE)	<ul style="list-style-type: none"> <li>• 2 years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• Hawaii licensure</li> <li>• National Certification</li> <li>• Completion of Advanced Checklist</li> </ul>	<ul style="list-style-type: none"> <li>• Functions independently in complex situations</li> <li>• Functions as team leader, charge nurse, and preceptor as necessary</li> <li>• Comprehensive assessment skills and application</li> <li>• Demonstrates expertise in specialty</li> <li>• Recognizes trends and synthesizes nursing practice</li> <li>• Acts as a consultant within KPHI</li> </ul>	<ul style="list-style-type: none"> <li>• Three (3) projects/activities</li> <li>• Committee participation</li> <li>• One (1) in-service</li> <li>• Active participation in one (1) quality or UBT improvement activity</li> <li>• Mentor colleague to achieve clinical ladder</li> </ul>	<ul style="list-style-type: none"> <li>• Participates in one (1) committee</li> <li>• Five (5) activities</li> <li>• Maintains National Certification</li> <li>• Overall performance appraisal rating of meets or exceeds</li> <li>• Mentoring/consulting for KPHI</li> </ul>	<ul style="list-style-type: none"> <li>• Employer provides adequate time for maintenance activities</li> <li>• Charge nurse differential is paid when assigned to charge duties</li> </ul>

**SECTION 33. NURSE PRACTITIONER**

33.1 (a) *Definition.* A Nurse Practitioner is an Advanced Practice Registered Nurse (APRN) who has the right to use the title of Nurse Practitioner as a result of meeting all the requirements of a Nurse Practitioner as designated by Hawaii Revised Statutes and/or certifying bodies as applicable. No other person may assume the title of Nurse Practitioner and a Nurse Practitioner may not assume the title of any other APRN unless they are certified in that area of practice. Nurse Practitioners shall be covered by this Agreement and shall receive the benefits as outlined in the provisions of this Section.

- (b) *Mandatory Certifications.* Certification requirements will be maintained in accordance with the Hawaii Revised Statutes and the Hawaii Administrative Rules, as well as the KPHI Credentialing and Privileging requirements.

### 33.2 EDUCATION AND PROFESSIONAL IMPROVEMENT

- (a) *Eligibility.* After one (1) year of continuous employment in the bargaining unit, regular full-time and regular part-time Nurse Practitioners are entitled to a total of six (6) days of paid professional development leave and after five (5) years continuous employment in the bargaining unit eight (8) days of paid professional development leave which shall be paid on the employee's regularly scheduled hours. The educational days shall be administered and granted on a calendar year basis.

- (b) *Procedure.* As stipulated In Section 21, Education and Professional Improvement

- (c) *Covered Activities.* In addition to provisions stipulated in Section 21.2 (b) Covered Activities, use of education days may also include the following activities:

1. Completion of contact hours via seminars, computer programs, CD ROM courses, or other means of completing contact hours.
2. Self-assessment exams

### 33.3 TUITION REIMBURSEMENT

- (a) *Employment Status.* Regular full-time and regular part-time employees who have been employed for at least ninety (90) days.

- (b) Eligible Expenses

1. Fees for courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for continuing education (i.e., CEU, PDU, CME, Contact Hours) in order to advance skills and obtain or maintain positions-required licensure, or certification, provided they are taken at an accredited institution, professional society or governmental agency.

- (c) *Procedure.* All requests for educational leave must be made in writing to the department supervisor at least ninety (90) calendar days prior to the convening date of the course, workshop, etc. Requests made less than ninety (90) days will be approved dependent upon the appointment and staffing needs of the department/clinic. Requests should include an explanation of how the course relates to the employee's work assignment, and how feedback will be given to other department employees.

- (d) *Travel Expenses.* Employees will follow the National Travel guidelines/process.

- (e) Continued employment requirement shall be in accordance with Section 22.2(d).

- (f) Effective January 1, 2020, eligible employees will be reimbursed up to \$3,000 per calendar year. Of this amount, employees are eligible for up to \$750 for travel room/lodging expenses (excluding meals) for eligible charges.

- (g) Tuition Reimbursements, as stated in this Section 33.3, will be in accordance with the relevant terms contained in the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions, until 1/1/2022. For 2022 and thereafter, refer to the "HNHP Transition" Letter of Agreement.

### 33.4 POSTING OF NURSE PRACTITIONER POSITIONS: All Nurse Practitioner positions will be posted.

### 33.5 NURSE PRACTITIONER ADVISORY COUNCIL

Effective January 1, 2020 the functions of the Nurse Practitioner Advisory Council have been absorbed by alternative committees, teams and councils. Questions related to the areas of concern and interest previously addressed by the NPAC can be addressed to the Regional Nurse Leadership Council. An NP representative will be appointed to the Labor Management Partnership Council/Committee.

## **SECTION 34. HEALTH AND SAFETY**

34.1 GENERAL. In accordance with DOSH requirements. The employer shall furnish a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to their employees.

- (a) The employer will maintain reasonable conditions of safety, health and sanitation by observing all applicable Federal and State health and safety laws, regulations, and standards including the Hazard Communication Standard (Right-To-Know-Standard), including initial, new hire and ongoing training, monitoring and record keeping requirements. Where a dispute of hazardous conditions arises, the Safety Officer's professional ruling shall prevail until the grievance procedure is completed.
- (b) All health, workplace safety, and equipment that are deemed necessary for a particular job, as indicated in the job description or departmental protocols, shall be furnished to the employee. Such health equipment shall be Employer provided scrubs in the following units/departments: surgery, obstetric services, cardiac cath lab and ASR.
- (c) *Safety Governance Council and Workplace Safety Council.* The Union shall be represented by two (2) members and one (1) alternate on the regional Safety Governance Council. Copies of the minutes of each meeting and any recommendations shall be made available to all members of the Council during the meetings. Any Council member shall be entitled to submit agenda items for Council meetings.
- (d) The Employer will provide reasonable security for the safety of employees on hospital property, including safe parking. The Employer agrees, upon request, to provide a security officer to escort an employee to his/her car, with waiting time not to exceed fifteen (15) minutes after the request is made, However, this request would be subject to prioritization of more critical events taking place at the time of the request.
- (e) The Employer and the Union are jointly committed to increasing awareness of all employees to prevent, reduce and avoid the incidence of workplace violence. The Workplace Violence Prevention Committee will inform the employees of training provided by the Security Department, on violence prevention and repeat training at appropriate intervals. The Employer agrees to compensate employees who attend this program upon approval by the unit/department manager.
- (f) Pregnant employees who believe they may be at increased risk because they are immuno-suppressed or have clinical conditions that may confer an increased risk of infection should discuss their work responsibilities with their supervisor, who may refer them to Employee Health which will provide the policy and procedure related to pregnant employees.

## **SECTION 35. DOCUMENT CONTAINS ENTIRE AGREEMENT**

This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein.

## **SECTION 36. SAVING CLAUSE**

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

## **SECTION 37. MODIFICATION OF AGREEMENT**

This Agreement shall not be amended, modified, changed, altered, or waived except by written document executed by the parties hereto.

## **SECTION 38. DURATION OF AGREEMENT**

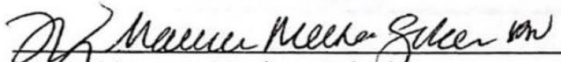
38.1 DURATION. This Agreement shall remain in full force and effect from September 1, 2020, to and including August 31, 2023. It shall be deemed renewed thereafter from year to year unless either party gives written notice to the other party of its desire to amend or terminate the same. Such written notice shall be given at least ninety (90) calendar days and not more than one hundred five (105) calendar days prior to the last day of its original term or the

last day of any yearly extended term, as the case may be. Desired modifications, if any, shall be specified in the written notice. If the aforesaid notice of termination or modification is served by either party, this Agreement terminates upon the expiration of its original term or its yearly extended term.

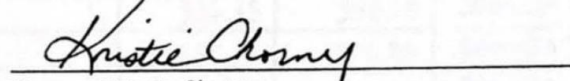
38.2 NOTICE OF INTENT TO STRIKE. The Union shall provide the Employer with written notice of its intent to strike at least ten (10) days prior to the date of any strike or any work stoppage at or after the termination of this Agreement. In addition, if the NLRA, as amended, requires any additional notice, the Union will comply with such requirement.

IN WITNESS WHEREOF, THE PARTIES HERETO, THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS AGREEMENT ON THE \_\_\_ DAY OF SEPTEMBER 2020, AT HONOLULU, HAWAI'I.

HAWAII NURSES AND HEALTHCARE  
PROFESSIONALS

  
Name: Maureen Meehan-Golonka  
Title: Interim President

KAISER FOUNDATION HOSPITALS and  
KAISER FOUNDATION HEALTH PLAN, INC.

  
Name: Kristie Chorny  
Title: Director Employee and Labor Relations

**EXHIBIT “A-1” WAGES:** Applies to all hourly RN’s on Employer’s payroll except contract nurses receiving subsidies.

Across the Board (“ATB”) Wage Increases will be:

1. For 2020: 2%.
2. For 2021 and future years refer to the “HNHP Transition” Letter of Agreement 7

Start Rates	Effective 10/6/2019	Effective 10/4/2020	Effective 10/2021	Effective 10/2022
0 - 6 months (70%)	\$42.28	\$43.13	See LOA 7	See LOA 7
7 - 12 months (75%)	\$45.31	\$46.22	See LOA 7	See LOA 7
13 - 18 months (80%)	\$48.33	\$49.30	See LOA 7	See LOA 7
19 - 23 months (85%)	\$51.35	\$52.38	See LOA 7	See LOA 7
Job Rate	\$60.44	\$61.65	See LOA 7	See LOA 7
Level III	\$61.73	\$62.97	See LOA 7	See LOA 7
Level IV	\$63.06	\$64.32	See LOA 7	See LOA 7
Level V	\$65.19	\$66.50	See LOA 7	See LOA 7
7+ yrs in bargaining unit	\$1.00	\$1.00	See LOA 7	See LOA 7
15+ yrs in bargaining unit	\$2.00	\$2.00	See LOA 7	See LOA 7
RN First Assist	\$3.00	\$3.00	See LOA 7	See LOA 7

*\*All rates reflect \$0.09 reduction for LMP Fund contribution.*

See Section 12.1.(b) regarding Performance Based ATB’s and Lump Sum Payments

**START RATES**

1. Newly hired employees shall be given credit for all experience as defined below within the immediately preceding five (5)-year period prior to employment:
  - a. Staff Nurse – Direct nurse to patient care in an acute care facility\* of twenty (20) or more hours per week. Full credit will also be given to In-Service Instructors employed by acute care facilities.
  - b. Clinic Nurse – Direct nurse to patient care of twenty (20) or more hours per week. Full credit will also be given to nurses who have been employed in a physician office.
  - c. The Employer agrees to recognize service at the Rehabilitation Hospital of the Pacific for the purposes of qualifying under the appropriate start rate level.
  - d. The Employer agrees to recognize service at an SNF/ICF facility for the purposes of qualifying under the appropriate start level for employees applying to an SNF unit.

\*For the purposes of Start Rates, an acute care facility shall include free-standing Surgical Centers, Birthing Centers and Emergency Rooms.

2. Employees will be placed in the appropriate start rate level (at the appropriate month within the start rate level) according to the amount of experience (as defined above) they possess at the time of hire. They will then progress through the start rates until they reach the job rate.
3. RNs who have been out of nursing for more than five (5) years, but no more than ten (10) years and have at least one (1) years’ experience in accordance with the requirements of this section shall be placed at the 7 – 12 months rate upon hire.

4. Any Staff Nurse who has completed at least one year of employment as a regular employee, who returns to employment as a regular non-subsidized employee with KAISER FOUNDATION HOSPITALS AND KAISER FOUNDATION HEALTH PLAN, INC. within three (3) years of the employee's termination of employment with KAISER FOUNDATION HOSPITALS AND KAISER FOUNDATION HEALTH PLAN, INC. and who has at least twenty-three (23) months of acute care experience within the immediate preceding 5-year period prior to reemployment, shall be paid at the job rate at the time the nurse completes orientation. Orientation may be extended or reduced by mutual agreement as per Addendum III, 3., Letter of Agreement. This provision pertains only to the determination of the employee's base rate of pay upon reemployment. All other provisions of the agreement apply.
5. Any Employee who starts as an RN and has been continuously employed in another position with the Employer paying more than the start rate as an RN shall have such prior wage rate protected until such time as the appropriate RN rate surpasses the protected wage rate. In no event will the employee earn more than the applicable job rate on the RN scale.

**EXHIBIT "A-2" CONTRACT NURSES RECEIVING SUBSIDIES:** Applies to Contract Nurses receiving subsidies.

Start Rate*	Effective 10/06/2019	Effective 10/04/2020	Effective xx/xx/2021	Effective xx/xx/2022
Job Rate	\$53.21	\$54.28	See below	See below

\*All rates reflect \$0.09 reduction for LMP Fund contribution.

Across the Board ("ATB") Wage Increases will be:

1. For 2020: 2%.
2. For 2021 and future years refer to the "HNHP Transition" Letter of Agreement 7

**EXHIBIT "A-3" NURSE PRACTITIONERS:** Applies to all Nurse Practitioners.

Start Rate*	Effective 10/6/2019	Effective 10/4/2020	2021
Start Rate (95%)	\$66.12	\$67.44	See below
3-Month Rate (97.5%)	\$67.87	\$69.23	See below
Job Rate	\$69.62	\$71.01	See below
7+ years in bargaining unit	\$1.00	\$1.00	
15+ years in bargaining unit	\$2.00	\$2.00	

\*All rates reflect \$0.09 reduction for LMP Fund contribution.

Across the Board ("ATB") Wage Increases will be:

1. For 2020: 2%.
2. For 2021 and future years refer to the "HNHP Transition" Letter of Agreement 7

1. Nurse Practitioner

- a. *With Experience.* A newly hired Nurse Practitioner (NP) with experience shall start at the NP three (3) month rate and shall serve a three (3) month probationary period after which the NP will progress to job rate.
- b. *Without Experience.* A newly hired Nurse Practitioner (NP) without experience shall start at the NP start rate and shall serve a six (6) month probationary period after which the NP will progress to the job rate.



2. A Red-Circled Staff Nurse who accepts a Nurse Practitioner position shall suffer no loss in pay as a result of such change.

**EXHIBIT “A-4” DISABILITY MANAGEMENT RN’S (EXEMPT) EFFECTIVE 1/8/2020.**

Exempt professionals who are members of HNHP in Kaiser Permanente receive a base salary, as determined by the attached wage scales and shall be prorated for part-time employees.

	Current Monthly	Effective 10/4/2020 Monthly	Hourly Equivalent
CD Disability Clinical RN	\$10,609.73	\$10,822.93	\$62.44

*All rates reflect \$0.09 reduction for LMP Fund contribution.*

Across the Board (“ATB”) Wage Increases will be:

1. For 2020: 2%.

For 2021 and future years refer to the “HNHP Transition” Letter of Agreement

**EXHIBIT “A-5” WOUND/OSTOMY/CONTINENCE RN’S (EXEMPT) EFFECTIVE 7/6/2020.**

Exempt professionals who are members of HNHP in Kaiser Permanente receive a base salary, as determined by the attached wage scales and shall be prorated for part-time employees.

	Current Monthly	Effective 10/4/2020 Monthly	Hourly Equivalent
Nurse-Wound/Ostomy/Continence	\$11,018.80	\$11,238.93	\$64.84

*All rates reflect \$0.09 reduction for LMP Fund contribution.*

Across the Board (“ATB”) Wage Increases will be:

1. For 2020: 2%.
2. For 2021 and future years refer to the “HNHP Transition” Letter of Agreement 7

## EXHIBIT B: AUTHORIZATION AND ASSIGNMENT OF WAGES FOR PAYMENT OF UNION DUES

I, \_\_\_\_\_, an employee of KAISER FOUNDATION HOSPITALS or KAISER FOUNDATION HEALTH PLAN, INC. (my "Employer") voluntarily authorize Employer to:

- 1) Regularly deduct from my wages all monthly union dues, as certified in writing by my union, Hawaii Nurses and Healthcare Professionals ("Union"), and
- 2) Remit to Union all such monies, pursuant to the effective terms of this Authorization and Assignment and the terms of the collective bargaining agreement to which Union and Employer are or have been signatories to (the "CBA").

**Dues:** Employer shall deduct my dues payments from my first paycheck in each month, starting with the first month or paycheck following my date of hire listed below (the "Hire Date"). I understand that annual or other wage increases could potentially increase the amount of dues deducted (as a percentage of my wages) as determined by a majority vote of Union members eligible to vote on such matters.

**Initiation Fee:** I authorize Employer to deduct (after I have been employed by Employer for thirty (30) calendar days) my one-hundred-dollar (\$100.00) Union initiation fee and remit the same to the Union. This Initiation Fee shall be waived for all employees who: 1) completed thirty-one (31) days of employment with Employer before January 1, 2020, 2) completed payment of their first month of dues by March 1, 2020, and 3) provided Union with a signed Recurring ACH Payment/Withdrawal Authorization form with validated information.

**Required Payments:** I understand that, like all Union members (full-time, part-time, or otherwise) must satisfy the above dues payment requirement for every month during which I am employed by Employer, even if I do no work during any month or pay period and receive no paycheck. I understand that I still owe and must pay dues for all such pay periods. If for any reason Employer misses required deductions from any of my paychecks, I authorize Employer to make all needed catch-up deductions in subsequent payroll period(s).

**Duration and Termination:** This Authorization and Assignment shall end if my employment with Employer ends but shall otherwise remain valid during the terms of all CBAs, ratified now or in the future and:

- 1) Shall take effect on the Hire Date below,
- 2) Cannot be canceled until the earlier of: a. One year from the Hire Date, or b. Termination of the CBA;
- 3) Shall continue in full force and effect for successive yearly periods beyond the irrevocable period set in subsection 2 above and each subsequent yearly period shall be similarly irrevocable, or
- 4) Shall continue for the period of each succeeding CBA, whichever shall be shorter, unless: a. I cancel this authorization by written notice to Employer within fifteen (15) days after the expiration of any such one (1) year period; or  
b. The CBA expires during any such one (1) year period and I cancel this authorization by written notice to Employer within fifteen (15) days after expiration of the CBA.

\_\_\_\_\_  
**Hire Date**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Date of Birth:

\_\_\_\_\_  
Email:

\_\_\_\_\_  
SSN:

\_\_\_\_\_  
Phone:

# EXHIBIT B1: AUTHORIZATION AND ASSIGNMENT OF WAGES FOR PAYMENT OF UNION SERVICE FEES

I, \_\_\_\_\_, an employee of KAISER FOUNDATION HOSPITALS or KAISER FOUNDATION HEALTH PLAN, INC. (my "Employer") voluntarily authorize Employer to:

- 1) Regularly deduct from my wages all monthly service fees payable to Hawaii Nurses and Healthcare Professionals ("Union") for its representational activities undertaken on my behalf (including but not limited to negotiating and administering collective bargaining agreements), to pay for monthly union service fees in amounts no greater than those monthly dues payable by Union members, as certified in writing by the Union, and
- 2) Remit to Union all such monies, pursuant to the effective terms of this Authorization and Assignment and the terms of the collective bargaining agreement to which Union and Employer are or have been signatories to (the "CBA").

*Service Fees:* Employer shall deduct my service fee payments from my first paycheck in each month, starting with the first month or paycheck following my date of hire listed below (the "Hire Date"). I understand that annual or other wage increases could potentially increase the amount of services fees due and deducted (as a percentage of my wages) as determined by a majority vote of Union members eligible to vote on such matters.

*Required Payments:* I understand that, like all employees in my bargaining unit who do not join the Union (full-time, part-time, or otherwise) I must satisfy the above service fee payment requirement for every month during which I am employed by Employer, even if I do no work during any month or pay period and receive no paycheck. I understand that I still owe and must pay service fees for all such pay periods. If for any reason Employer misses required deductions from any of my paychecks, I authorize Employer to make all needed catch-up deductions in subsequent payroll period(s).

*Duration and Termination:* This Authorization and Assignment shall end if my employment with Employer ends but shall otherwise remain valid during the terms of all CBAs (ratified now or in the future) and:

- 1) Shall take effect on the Hire Date below,
- 2) Cannot be canceled until the earlier of: a. One year from the Hire Date, or b. Termination of the CBA;
- 3) Shall continue in full force and effect for successive yearly periods beyond the irrevocable period set in subsection 2 above and each subsequent yearly period shall be similarly irrevocable, or
- 4) Shall continue for the period of each succeeding CBA, whichever shall be shorter, unless: a. I cancel this authorization by written notice to Employer within fifteen (15) days after the expiration of any such one (1) year period; or b. The CBA expires during any such one (1) year period and I cancel this authorization by written notice to Employer within fifteen (15) days after expiration of the CBA.

\_\_\_\_\_  
*Hire Date*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Date of Birth:

\_\_\_\_\_  
Email:

\_\_\_\_\_  
SSN:

\_\_\_\_\_  
Phone:

## EXHIBIT C: AUTHORIZATION AND ASSIGNMENT OF WAGES FOR CONTRIBUTION TO CHARITABLE FUNDS

I, \_\_\_\_\_, an employee of KAISER FOUNDATION HOSPITALS or KAISER FOUNDATION HEALTH PLAN, INC. (my "Employer") voluntarily authorize Employer to:

- 1) Regularly deduct from my wages a monthly fee in the same amount as Hawaii Nurses and Healthcare Professionals ("Union") dues, pursuant to the effective terms of this Authorization and Assignment and the terms of the collective bargaining agreement to which Union and Employer are or have been signatories to (the "CBA"), and
- 2) In accordance with the agreement between the Employer and the Union, to turn over all such monies to the following pre-approved charitable fund of my choice:

### Check One Fund

- |  |   |
|--|---|
| <input type="checkbox"/> HAWAII HEART ASSOCIATION                    | <input type="checkbox"/> AMERICAN CANCER SOCIETY        |
| <input type="checkbox"/> LUPUS FOUNDATION OF AMERICA                 | <input type="checkbox"/> MUSCULAR DYSTROPHY ASSOCIATION |
| <input type="checkbox"/> THE SUSAN G. KOMEN BREAST CANCER FOUNDATION | <input type="checkbox"/> MAKE A WISH OF HAWAII INC.     |
|  | <input type="checkbox"/> LIFE FOUNDATION                |

*Required Payments:* I understand that, like all employees in my bargaining unit who do not join the Union (full-time, part-time, or otherwise) I must satisfy the above charitable contribution required payments for every month during which I am employed by Employer, even if I do no work during any month or pay period and receive no paycheck. I understand that I still owe and must pay the required charitable contribution payments for all such pay periods. If for any reason Employer misses required deductions from any of my paychecks, I authorize Employer to make all needed catch-up deductions in subsequent payroll period(s).

*Separate Approval for Accommodations:* I understand that submission of this authorization form neither assures nor triggers approval of any written requests for accommodation under Section 4.1(b) of the CBA. I also understand that pursuant to the National Labor Relations Act, 29 USC § 169, if I ask the Union use the grievance-arbitration procedures under the CBA on my behalf, the Union is authorized to charge me for the reasonable costs of such procedures.

*Duration and Termination:* This Authorization and Assignment shall end if my employment with Employer ends but shall otherwise remain valid during the terms of all CBAs (ratified now or in the future) and:

- 1) Shall take effect on the Hire Date below,
- 2) Cannot be canceled until the earlier of: One year from the Hire Date, or Termination of the CBA;
- 3) Shall continue in full force and effect for successive yearly periods beyond the irrevocable period set in subsection 2 above and each subsequent yearly period shall be similarly irrevocable, or
- 4) Shall continue for the period of each succeeding CBA, whichever shall be shorter, unless: a) I cancel this authorization by written notice to Employer within fifteen (15) days after the expiration of any such one (1) year period; or b) The CBA expires during any such one (1) year period and I cancel this authorization by written notice to Employer within fifteen (15) days after expiration of the CBA.

\_\_\_\_\_  
*Hire Date*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Date of Birth:

\_\_\_\_\_  
Email:

\_\_\_\_\_  
SSN:

\_\_\_\_\_  
Phone:

## ADDENDUM I - AGENCY NURSES

- A. The parties agree that to provide the most desirable level of nursing care, a stable working staff is the mutual goal. Additionally, this should facilitate providing care to patients at an economical cost and provide the necessary balance in assignment of shifts.
- B. The Employer's policy shall be not to use agency nurses except in situations where no other reasonable means of providing necessary staffing are available.
- C. Agency nurses shall be used only as a supplement to and not in lieu of hospital registered nursing staff. Prior to utilizing an agency nurse, the hospital shall attempt to cover a shift or partial shift with its own nursing staff even if such staffing creates an overtime requirement. It is understood, however, that the Employer may choose not to assign overtime work to a covered employee when that overtime work will result in double time premiums or when in the opinion of the Employer it will result in excessive work hours for a particular employee.
- D. Subsection 4.2, Membership, of the collective bargaining Agreement shall be applicable to all agency nurses after thirty (30) days of employment with the hospital.
- E. Voluntary sign-up lists for overtime will be posted with each work schedule posting. The Employer will initiate and maintain a current list of covered employees, and their specialties, who request overtime work. Before assigning overtime, the Employer shall offer overtime work first to employees who are on such sign-up list.
- F. An agency nurse shall be required to be qualified and have adequate advance orientation to the unit assigned.
- G. The Employer shall make every attempt to ensure that there will not be increased assignment of any of its nursing staff to night, evening, holiday or weekend duty as a result of the use of agency nursing personnel.
- H. The Employer agrees not to float covered employees (except for regular float personnel) out of their regularly assigned unit while an agency nurse is scheduled to work on the covered employee's regularly assigned unit.
- I. The Employer agrees that to the extent that the operations permit, and in accordance with the provisions of Section 24.4, Promotions and Transfers, covered employees shall have first preference to fill any permanent vacancies prior to those vacancies being filled by agency personnel.
- J. The hospital upon request of the Union will furnish information with respect to the number of day, relief, night, evening, holiday and weekend shifts worked by agency nurses but not more often than once per calendar quarter.
- K. In the event the Employer does not utilize agency nurses in accordance with the terms of this Letter of Agreement, the Union may grieve under the provisions of Section 29, Grievance Procedure, of the collective bargaining agreement.
- L. The Employer will not hire RNs that are independent contractors.

## ADDENDUM II PRORATED BENEFITS AND COVERAGE UNDER THE AGREEMENT

### A. PRORATED BENEFITS

#### 1. Part-Time Employees

Part-time employees as defined in Section 3.5 of the Agreement shall receive one-half of the Employer's contribution to the Medical Plan under Section 19.1 and Dental Plan under Section 19.2. They shall receive prorated holiday pay or an additional day off with pay (prorated) only if they actually work on a holiday. They shall receive educational days in accordance with Section 21 of the Agreement. They shall not receive vacation, sick leave, pension, group life insurance and guarantee of weekends off (except that they will be granted one out of four (4) weekends off if they so request).

#### 2. Regular Part-Time Employees (Predetermined and Quarterly) - Medical and Dental Plans

Regular part-time employees as defined in Sections 3.3 and 3.4 of the Agreement shall receive the Employer's contribution to the Medical Plan under Section 19.1 and Dental Plan under Section 19.2 on the same basis as full-time employees. They shall receive educational days in accordance with Section 21 of the Agreement, group life insurance in accordance with Section 20, and shall receive all other benefits on a prorated basis,

#### 3. Regular Part-Time (Predetermined) Employees - Paid Time Off Benefits

- (a) Regular part-time (predetermined) employees shall, upon hire, be given a "prorated benefit formula" based on their scheduled hours and shall earn prorated paid time off benefits based on such formula in accordance with the provisions of the Agreement. This proration formula shall continue for as long as they continue to work the same number of predetermined hours. If, during the course of employment, the number of predetermined hours is changed, the prorated benefit formula shall be adjusted at that time. However, when such employees complete a full payroll quarter, the number of hours paid shall be computed and in the event the number of hours paid exceeds the "prorated benefit formula," the employee shall be given credit for those additional hours to be used for calculating the paid time off accrual in the succeeding payroll quarter.
- (b) In other words, if a regular part-time (predetermined) employee is hired for three (3) eight (8) hour shifts per week, the employee's "prorated benefit formula" shall be .6. In the event the employee completes a payroll quarter in which the employee is paid for more than an average of three (3) days per week, the "prorated benefit formula" for the following payroll quarter shall be adjusted accordingly. In the event the employee is paid for less than an average of three (3) eight (8) hour shifts per week, but is still classified as a regular part-time predetermined employee at three (3) eight (8) hour shifts per week, the employee will continue to earn paid time off benefits as a minimum based on a .6 prorated benefit formula. If the employee does not fulfill the requirements of a regular part-time (predetermined) employee, the Employer shall change the employee's status to the appropriate level. It is clear that when such employees are on a leave of absence or other nonwork status, they shall not earn any benefits for the duration of such leave. (This is the same as regular full-time employees.) However, upon return to work, they shall begin to earn paid time off benefits based on their "prorated benefit formula" (which in this case shall be .6) if such employees return and continue to work a predetermined three (3) eight (8) hour shifts per week schedule. Employees who are on ten (10) hour and twelve (12) hour shifts shall also be given a prorated benefit formula as long as they meet the regular part-time (predetermined) definition.

#### 4. Regular Part-Time (Quarterly) Employees

Regular part-time (quarterly) employees shall, upon completion of a payroll quarter in which they are paid at least 260 hours, have their prorated benefit formula computed and shall earn paid time off benefits based on that formula during the next payroll quarter. Employees must continue to be paid for at least two hundred sixty (260) hours in each succeeding payroll quarter in order to maintain regular part-time (quarterly) status.

### B. COVERAGE UNDER THIS AGREEMENT

#### 1. Regular Part-Time (Predetermined) and Part-Time Employees

Employees shall be covered under this Agreement immediately upon being hired and shall commence their probationary period.

2. Regular Part-Time (Quarterly) Employees

(a) Regular part-time (quarterly) employees shall be covered under this Agreement at the beginning of the payroll quarter following the payroll quarter in which they were paid for at least two hundred sixty (260) hours. At the same time as coverage begins, they shall commence their probationary period and shall have their experience credited in accordance with Exhibit "A." Regular part-time (quarterly) employees shall remain covered by this Agreement (and continue to receive prorated benefits) as long as they continue to be paid for at least two hundred sixty (260) hours in each payroll quarter. Failure to be paid for two hundred sixty (260) hours will result in a change in employment status as outlined below. In the event a regular part-time (quarterly) employee transfers into a temporary position, the employee will continue to receive prorated benefits as long as the employee retains regular part-time (quarterly) status and is paid for at least two hundred sixty (260) hours in a payroll quarter.

Regular part-time (quarterly) employees, provided they have worked at least two hundred and sixty (260) hours in the previous quarter, shall have the same unit obligations (e.g. weekend shifts, holiday shifts, etc.) as all other regular full-time and regular part-time employees.

(b) The term "paid" for the purposes of Section 3.4 shall mean payment actually received during a payroll quarter for hours worked, sick leave, vacation, holidays, jury duty, funeral leave and paid educational leave but shall not include payment under TDI or Workers' Compensation.

(c) Notwithstanding the provisions of Exhibit "A," employees who are hired from Kapiolani Medical Center for Women and Children, Kuakini Medical Center, The Queen's Medical Center and Francis Medical Center or change their status from non-covered to covered, shall be placed in the appropriate start rate as follows:

An employee shall be given credit for any quarter for which an employee is paid for 260 hours or more. Therefore, for all service after January 1, 1981, all quarters for which the employee is paid 260 hours or more shall be added and shall count toward the level of experience. Such quarters need not be consecutive to be counted but only quarters credited within the immediately preceding five (5) years shall be counted.

C. CHANGE IN STATUS

1. Covered Status To Uncovered Status

The employee shall cease earning all benefits under the Agreement, vacation pay (if any) will be paid off, seniority is lost and continuous service is terminated. The employee will lose all continuous service and will have to start earning continuous service as a new employee if the employee achieves covered status again. All employees, who lose coverage under this Agreement but do not have a break in employment with the Employer from the time they lose coverage to the time they are once again covered by this Agreement, shall not be required to complete a new probationary period but their seniority shall commence on the date their most current coverage begins except as provided for in Section 24.5.

2. Regular Full-Time or Regular Part-Time Status to Part-Time Status

(a) The employee shall cease earning all benefits under the Agreement except those covered in Section A.1. of this Addendum; vacation pay (if any) will be paid off; seniority shall continue but continuous service is terminated. The employee will lose all continuous service and will have to start earning continuous service as a new employee if the employee achieves regular full-time or regular part-time status again.

(b) *Exception.* If a regular full-time or regular part-time (predetermined) employee changes status to part-time and the employee continues to be paid for at least two hundred sixty (260) hours in the succeeding payroll quarter (to qualify as a part-time [quarterly]), the employee shall be considered to have worked continuously, and there shall be no break in continuous service and seniority.

3. Regular Part-Time (Quarterly) Employees Who Fail To Be Paid For Two Hundred Sixty Hours In A Payroll Quarter

Failure to be paid for two hundred sixty (260) hours will result in an employee no longer being covered by this Agreement, and the provision of C.1. Covered Status To Uncovered Status will apply. Such employees shall once again become covered and eligible for prorated benefits by again being paid for at least two hundred sixty (260) hours in a payroll quarter.



## ADDENDUM II

In conjunction with all other terms of the collective bargaining agreement the following is understood and agreed.

1. No Bargaining Unit Expansion. The Union agrees not to submit petitions before the NLRB regarding the expansion of the bargaining unit for the life of this Agreement unless the Employer establishes new exempt positions or alters present exempt positions so that they no longer meet the criteria of the presently excluded positions.
2. Identification of RNs. The Employer agrees to continue to identify RNs as RNs regardless of any new concept in terminology in the delivery of care. It is understood that only a registered nurse can be called an RN.
3. Relocation Allowance Repayment. In the event the Employer pays a relocation allowance, and the employee signs a relocation agreement/promissory note with a commitment to remain employed for eighteen (18) months, and the employee fails to complete the eighteen (18)-month period, the employee shall be required to repay a prorated portion of the allowance to the Employer.
4. Orientation. The Employer shall provide the following orientation:
  - (a) New Hires
    - (1) New graduate - a minimum of six (6) weeks.
    - (2) Experienced - a minimum of three (3) weeks.
    - (3) Employees shall not be counted as staff during orientation.
    - (4) Orientation may be extended or reduced by mutual agreement between the RN orientee and the Unit Supervisor on an individual basis when needed. However, the RN orientee may request the full length of time for orientation.
  - (b) Float

It is the intent of the Employer to insure that each staff member prior to floating in and acceptance of patient care assignment will receive orientation to include necessary criteria to provide minimal care, such as: (a) emergency procedures, (b) physical layout, charting, and (d) completion of the basic skills checklist.

    - (1) When an employee is floated to a unit or area where the employee receives an assignment that she/he believes that she/he cannot safely perform independently, the employee may notify the supervisor and request a modified assignment which reflects the employee's level of competence. The supervisor will review such request and make a determination based on an assessment of the employee's skill level.

#### ADDENDUM IV PROCEDURE FOR REVIEWING STAFFING CONCERN FORM

##### Hospital / Clinics

1. RN/APRN identifies a staffing concern
2. RN/APRN presents concern to Charge Nurse (in absence of Charge Nurse presents to management of department / area), if unresolved
3. RN/APRN completes Staffing Concern Form
4. RN/APRN retains one (1) copy and sends additional copies to Management, Union and RNC within five (5) business days.
5. Management responds to the concern and routes copies of the response to RN/APRN initiating concern, HNHP and RNLC within five (5) business days
6. RN/APRN initiating concern determines if Management's response adequately addresses the concern, if not
7. Initiating RN/APRN contacts RNLC representative and request RNLC review
8. The RNLC reviews the concern insuring appropriate representatives from each party present
9. The RNLC informs initiating RN/APRN and Management of any further recommendations

Employees who raise staffing issues and/or initiate a staffing concern shall be free from reprisal or retaliation.

LETTER OF AGREEMENT 1

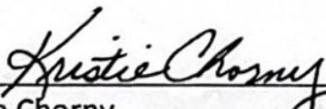
September 1, 2020

In conjunction with the collective bargaining agreement being executed simultaneously with this letter, the following is understood and agreed.

In the event of implementation of federal or state price or premium controls which results in a diminishment of revenues that creates a financial hardship for the Employer which impacts its ability to pay wages and benefits to all personnel employed by the Employer, all wage and/or benefit increases shall be immediately frozen and this Agreement shall be subject to re-opening by either party solely on the subject of wages and/or benefits. Upon request by the Employer to re-negotiate wages and/or benefits, the Employer shall provide HNHP all pertinent data, financial and otherwise. In the event of such re-opening and failure to agree, the parties shall be free to strike or lockout but solely on the question of wages and/or benefits. Otherwise, all provisions of Subsection 29.1 No Strike, Lockouts, Work Stoppages, shall remain in full force and effect.


Very truly yours,

KAISER FOUNDATION HOSPITALS and  
KAISER FOUNDATION HEALTH PLAN, INC.

By   
Kristie Chorny  
Director Employee and Labor Relations

Agreed:

HAWAII NURSES' AND HEALTHCARE PROFESSIONALS

By   
Maureen Meehan-Golonka  
President

LETTER OF AGREEMENT 2

September 1, 2020

RE: Clinical Ladder Sub-Committee

In conjunction with the collective bargaining agreement being executed simultaneously with this letter, the following is understood and agreed.

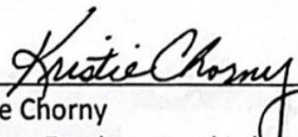
The parties agreed to establish a Clinical Ladder Sub-Committee that will meet prior to expiration of this agreement to propose changes to Section 32. Clinical Ladder Committee of the collective bargaining agreement.

The Sub-Committee will consist of an equal number of labor and management representatives of at least two (2) but not more than three (3), representatives from each side.

If the Sub-Committee is unable to reach agreement within that time period, the existing language in Section 32. Clinical Ladder Committee will remain unchanged.


Very truly yours,

KAISER FOUNDATION HOSPITALS and  
KAISER FOUNDATION HEALTH PLAN, INC.

By  \_\_\_\_\_  
Kristie Chorny  
Director Employee and Labor Relations

Agreed:

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By  \_\_\_\_\_  
Maureen Meehan-Golonka  
President

LETTER OF AGREEMENT 3

September 1, 2020

Ms. Maureen Meehan-Golonka  
President  
Hawai'i Nurses and Healthcare Professionals

Re: Letter of Understanding – Nurse Practitioner Reimbursement Off Island Travel

Dear Maureen:

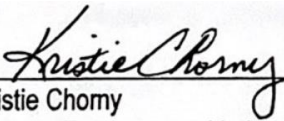
Pursuant to recent negotiations, Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc. (hereinafter the "Employer") provides this Letter of Understanding (LOU) to the Hawai'i Nurses and Healthcare Professionals (hereinafter the "Union") regarding the Nurse Practitioner Reimbursement for Off Island Travel (hereinafter "Reimbursement"). It is understood by both parties that the Nurse Practitioner Reimbursement for Off Island Travel will adhere to the following terms and conditions:

- Off Island Travel for Nurse Practitioners who need educational courses in their specialty to maintain certification required by the Employer and to retain their Nurse Practitioner and/or Prescriptive Authority status when such courses are unavailable locally are eligible for reimbursement.
- For Employees with at least one (1) year of employment, reimbursement for lodging and/or transportation will be up to \$800. For employees with at least three (3) years of employment, reimbursement for lodging and/or transportation will be up to \$1000. These funds are specific to Nurse Practitioners and are separate from any other Employee benefits agreed to by the parties.
- All reimbursement requests will be completed locally and submitted as an expense at the department level.

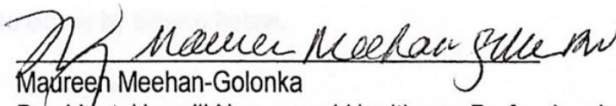
All conditions acknowledged in this Letter of Understanding may be bargained between the parties upon expiration of the local collective bargaining agreement.

Should this reflect your understanding of our agreement, please signify by signing below.

For the Employer:

  
\_\_\_\_\_  
Kristie Chorny  
Director Employee and Labor Relations

For the Union:

  
\_\_\_\_\_  
Maureen Meehan-Golonka  
President, Hawai'i Nurses and Healthcare Professionals

LETTER OF AGREEMENT 4

September 1, 2020

Ms. Maureen Meehan-Golonka  
President  
Hawai'i Nurses and Healthcare Professionals

Re: Letter of Understanding – Clinical Ladder Travel Reimbursement Neighbor Island Employees

Dear Maureen:

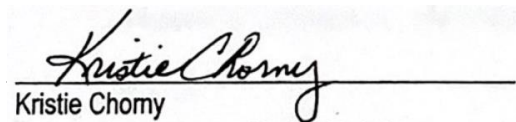
Pursuant to recent negotiations, Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc. (hereinafter the "Employer") provides this Letter of Understanding (LOU) to the Hawai'i Nurses and Healthcare Professionals (hereinafter the "Union") regarding the Clinical Ladder Travel Reimbursement (hereinafter "Reimbursement"). It is understood by both parties that the Clinical Ladder Travel Reimbursement will adhere to the following terms and conditions:

- The Employer and the Union mutually agree to a Clinical Ladder program.
- The Clinical Ladder program establishes Levels III, IV, and V.
- Employees admitted into the Clinical Ladder must meet certain mutually agreed requirements and must take certain classes to attain and/or maintain clinical ladder positions.
- At the time of execution for this agreement, the necessary classes are primarily provided on the island of Oahu.
- *For those employees in the Clinical Ladder program working on a neighbor island, the Employer will provide reimbursement to support travel to Oahu for classes required to attain/maintain clinical ladder status, so long as the necessary classes are not provided on the island on which the Employee is based.*
- For Employees with at least one (1) year of employment, reimbursement for lodging and/or transportation will be up to \$800. For employees with at least three (3) years of employment, reimbursement for lodging and/or transportation will be up to \$1000. These funds are specific to the Clinical Ladder program and are only offered to those Employees admitted into the Clinical Ladder program and are separate from any other Employee benefits agreed to by the parties.
- All reimbursement requests will be completed locally and submitted as an expense at the department level.

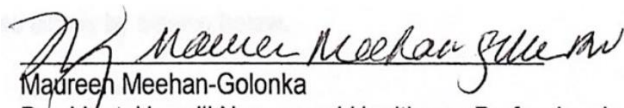
All conditions acknowledged in this Letter of Understanding may be bargained between the parties upon expiration of the local collective bargaining agreement.

Should this reflect your understanding of our agreement, please signify by signing below.

For the Employer:

  
\_\_\_\_\_  
Kristie Chomy  
Director Employee and Labor Relations

For the Union:

  
\_\_\_\_\_  
Maureen Meehan-Golonka  
President, Hawai'i Nurses and Healthcare Professionals

LETTER OF AGREEMENT 5

September 1, 2020  
Ms. Maureen Meehan-Golonka  
Interim President  
Hawaii Nurses and Healthcare Professionals  
841 Bishop Street, Suite 1101  
Honolulu, Hi 96813

Re: Letter of Agreement – Items to be addressed in Regional Nurse Leadership Council

Dear Maureen:

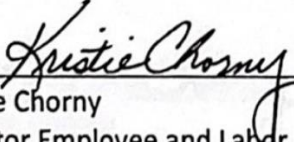
In conjunction with the collective bargaining agreement being executed simultaneously with this letter, the following is understood and agreed.

The following items will be addressed by the Regional Nurse Leadership Council as discussed in negotiations:


- Initial meetings shall focus on a full review and update of the charter, make-up, procedures, and processes of the RNLC to better reflect partnership guidelines and principles
- Bid Shift process current and future
- Annual assessment, or more frequently as determined by the RNLC, to address core staffing needs inclusive of call-ins and PTQ utilization
- Benchmarking tools
- Review of Safe Staffing Concern forms unresolved at the manager/employee level
- Issues relating to the approval process of Educational and Professional Improvement leave requests

Sincerely,

KAISER FOUNDATION HOSPITALS and  
Kaiser FOUNDATION HEALTH PLAN, INC.

By   
Kristie Chorny  
Director Employee and Labor Relations

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By   
Maureen Meehan-Golonka  
President

LETTER OF AGREEMENT 6

September 1, 2020

Ms. Maureen Meehan-Golonka  
Interim President  
Hawaii Nurses and Healthcare Professionals  
841 Bishop Street, Suite 1101  
Honolulu, HI 96813

Re: Letter of Agreement – Seniority Related Items to be Addressed by the Parties

Dear Maureen:

In conjunction with the collective bargaining agreement being executed simultaneously with this letter, the following is understood and agreed.

The following items will be discussed and addressed by the Parties, as discussed in negotiations, within one hundred eighty (180) days following execution of HNHP's Collective Bargaining Agreement for the RN's with Kaiser:

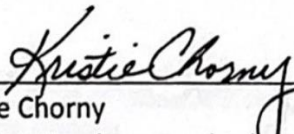
- Application of Seniority to vacation bidding

The Parties, within one (1) year following execution of HNHP's Collective Bargaining Agreement for the RN's with Kaiser, will commence a review and discussion of cost-neutral opportunities to address:

- Optimizing new graduate transition stages, alignment with professional development incentives, and appropriate placement in the wage structure
- Balancing professional development expectations with longevity incentive stages as they relate to the Clinical Ladder.


Sincerely,

KAISER FOUNDATION HOSPITALS and  
KAISER FOUNDATION HEALTH PLAN, INC.

By   
Kristie Chorny  
Director Employee and Labor Relations

Agreed:

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By   
Maureen Meehan-Golonka  
President



## LETTER OF AGREEMENT 7

Hawaii Nurses and Healthcare Professionals

AND

Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc.

HNHP Transition Letter of Agreement – RN/NP Bargaining Unit

Pursuant to the Hawaii Nurses and Healthcare Professionals' ("HNHP") membership in the Alliance of Health Care Unions ("AHCU") and their acceptance into the KP Labor Management Partnership ("LMP"), Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc. (individually and collectively "Kaiser" or the "Employer") in the Hawaii region and HNHP agree that they will transition and adopt specific terms, conditions and other elements of the 2018 – 2021 National Agreement between the AHCU and Kaiser.

In the event HNHP's status with the AHCU National and the AHCU National Agreement is materially altered, the parties will engage in further discussion on how to continue implementing all terms and conditions adopted herein. The terms of HNHP's local collective bargaining agreements have been bargained in good faith and nothing agreed to herein shall modify the terms of other local agreements.

Transition to the terms and conditions set forth by the Alliance National Agreement provisions shall be made as follows:

Effective as soon as administratively possible at the conclusion of HNHP's first local collective bargaining agreement negotiations, unless otherwise identified:

- The following provisions of Sections One and Three, and their respective exhibits in Section Four:
  - Sections 1.A. through 1. K.3, 1.K.4 provisions under CKPU national agreement provisions remain status quo for initiatives currently underway as of the effective date of the local CBA with HNHP, and ACHU national agreement provisions shall be applicable for matters arising thereafter,
  - Sections 1.K.5 through 1.N,
  - Sections 3.A, 3.B, 3.C, 3.D (duration/renewal of HNHP's local CBA to be addressed by ACHU national bargaining) and 3.E.
  - Section 4 Exhibits, where applicable to HNHP
- Section 2.A.2. - Performance Sharing
  - HNHP to participate in PSP goal setting in the fall of 2020 in preparation for transition to, adoption of, and participation in the terms of AHCU's PSP plan, effective January 1, 2021

Effective January 1, 2022, or upon the effective date of economic terms agreed to in the final negotiation of Alliance national bargaining in 2021, whichever happens sooner:

- Section Two:
  - Compensation - Across the Board Wage Increases (ATBs) and Special Adjustments
  - Health and Welfare Benefits

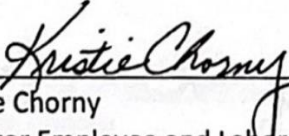
Until such time as employees represented by HNHP transition to the above terms and conditions as identified by AHCU's National Agreement provisions, HNHP's employees will continue to:

- Receive the Health and Welfare benefits provided in the status quo terms and conditions set forth by the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions (“CPKU”), and
- Receive the ATB wage increases, and special adjustments and other economic terms and conditions of the dynamic status quo set forth in CPKU’s National Agreement for the year 2020.


Either party may wish to enter into discussion regarding implementation of the above provisions. The parties agree that neither HNHP nor Kaiser shall unreasonably refuse to engage in such discussions.

Agreement to the terms above are evidenced by the signatures below:

KAISER FOUNDATION HOSPITALS and  
Kaiser FOUNDATION HEALTH PLAN, INC.

By  \_\_\_\_\_  
Kristie Chorny  
Director Employee and Labor Relations

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By  \_\_\_\_\_  
Maureen Meehan-Golonka  
President