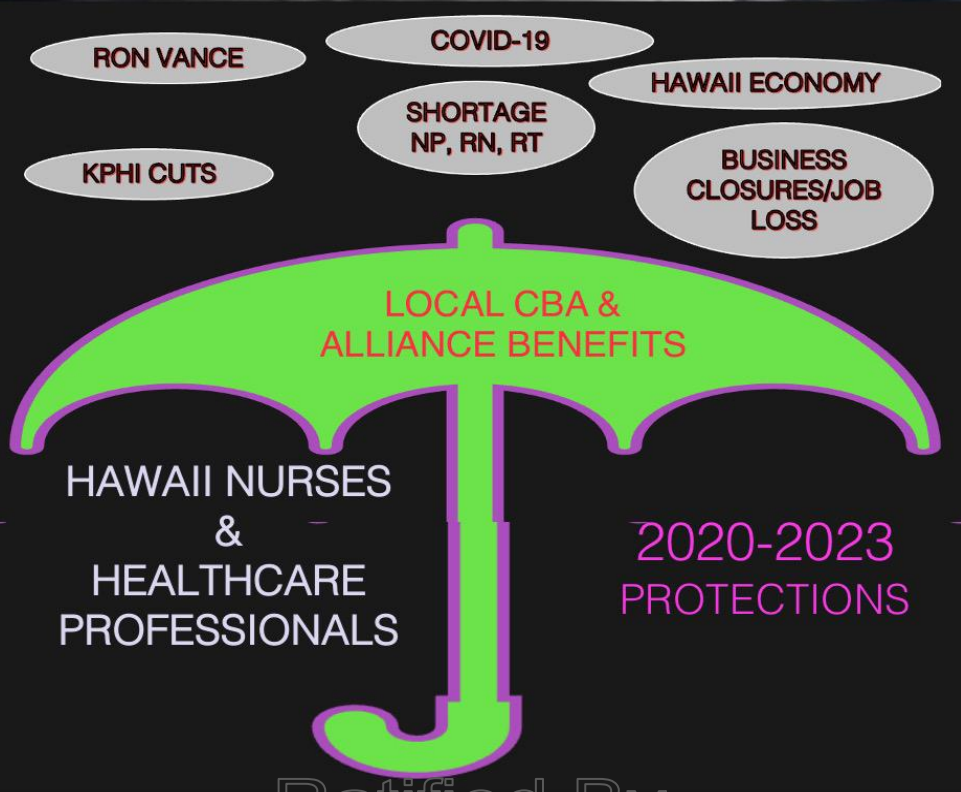




Professional Agreement
Between
Hawaii Nurses & Healthcare Professionals
and
Kaiser Foundation Hospitals
and
Kaiser Foundation Health Plan, Inc.
Effective September 1, 2020 to August 31, 2023

HNHP 2020 CONTRACT



Ratified By

Steward Council 9/16/2020

HIGHLIGHTS

NO CONCESSIONS AND NO "TAKE AWAYS"
STATUS QUO CONTRACT WITH ENHANCEMENTS
THREE YEAR CONTRACT
SEPTEMBER 1, 2020 THRU AUGUST 31, 2023

- October 2020 ATB 2% + 1% LUMP SUM
- ALLIANCE PSP PLAN STARTING 2021 GUARANTEED PAYOUT WHEN WE REACH PERFORMANCE GOALS
- RETIREE MEDICAL HRA (HEALTH REIMBURSEMENT ACCOUNT) IMPROVEMENTS
- DENTAL PLAN IMPROVEMENTS
- MAINTAINED OR IMPROVED ALL NATIONAL AGREEMENT SECTION TWO BENEFITS: WAGE INCREASE, PENSION, PERFORMANCE- SHARING OPPORTUNITIES, HEALTH & WELFARE BENEFITS PLANS, DISABILITY INSURANCE, ACTIVE & RETIREE MEDICAL, ACTIVE DENTAL
- LOCAL CBA IMPROVEMENTS; SCHEDULING OF WORK,
- FLOATING, MEAL VOUCHER INCREASE, CHARGE NURSE,
- INSERVICE TRAINING, ENHANCED BEREAVEMENT LEAVE,
- EDUCATION LEAVE, SENIORITY, JOB POSTING PERIOD,
- TRANSFERRING INTO/OUT OF BARGAINING UNIT,
- REGIONAL NURSE COUNCIL ENHANCEMENTS,

“Status Quo” Sections of Tentative Agreement (TA)

Section Number	Title	Disposition
3.1	Employment Status Defined Regular Full-Time Employees	Status Quo
3.3-3.6	Reg FT/Reg PT/Reg PTQ PT & Temporary	Status Quo
4.1	Union Security/Membership	Status Quo
4.3	Bargaining Unit & Staffing Information	Status Quo
5.2	Indemnity	Status Quo
6	Non-Discrimination	Status Quo
7.1 & 7.2	Access to Employer's Property/Meeting Rooms	Status Quo
8	Bulletin Boards	Status Quo

“Status Quo” Sections of Tentative Agreement (TA)

Section Number	Title	Disposition
9	Management Rights	Status Quo
10.1	Hours of Work/Definitions	Status Quo
10.3, 10.4, 10.5, 10.6	Alternate Hours of Work Schedules/Work Shift/Posting of Work Schedules/Work Schedules	Status Quo
10.8 & 10.9	Exceptions New Units/Flexible Hours/Shifts	Status Quo
11.1(a), 11.2, 11.3	Meal Periods & Rest Periods	Status Quo
12.2 (a),(b),(c), (d)-(1)&(3), (e)-(1-4)	Differentials (evening, night, payment of shift differential, charge)	Status Quo
12.3, 12.4, 12.5	Reporting Pay On-Call/Standby Call-Back While Not on On-Call or Standby	Status Quo
12.6, 12.7, 12.8	Overtime, Relief in Higher or Lower Classification, Promotion and Demotion	Status Quo

“Status Quo” Sections of Tentative Agreement (TA)

Section Number	Title	Disposition
12.9 (b) and (c)	In-service Training or Work Related Meeting	Status Quo
12.10 (b) and (c)	Direct Deposit & Payroll Errors	Status Quo
13	Continuous Service Defined	Status Quo
14.1	Recognized Holidays	Status Quo
14.2 (b)(c)(d)	Eligibility for Holiday Pay/Regular Full-Time Employees/Regular Part-Time & Part-Time Employees/Holidays 1.5x pay	Status Quo
14.3, 14.4, 14.5	Substitute Holiday Observance/Holiday Scheduling/Shifts on Holidays/Recall to Work During Holiday Times/Holiday During Sick Leave/Overtime Computation/Exceptions	Status Quo
15	Vacations	Status Quo
16	Paid Sick Leave	Status Quo

“Status Quo” Sections of Tentative Agreement (TA)

Section Number	Title	Disposition
17.1 (a)(b)(c)	Leaves of Absence without Pay/ Family & Medical Leave & Medical Disability Leave	Status Quo
17.2, 17.3, 17.4	Personal, Educational, Emergency & Union Business Leaves/Reinstatement from Leave/Benefits During Leave	Status Quo
17.5, 17.6, 17.7	Leave Requests/Purpose of Leave/Military Leave	Status Quo
18.2 (a-e)	Jury Duty	Status Quo
19.3 & 19.4	Right to Change Medical & Dental Plans Eligibility	Status Quo
21.1, 21.2, 21.3	Educational & Professional Improvement Eligibility/Procedure/Credits	Status Quo
22.1, 22.2(a)(b)(1), 22.3	Tuition Reimbursement/Eligibility Procedure	Status Quo

“Status Quo” Sections of Tentative Agreement (TA)

Section Number	Title	Disposition
23.1(c)(d)	Retirement Plans Modification to Pension Plan Retiree Medical Coverage	Status Quo
24.1	Seniority/Probationary Period	Status Quo
24.3 (a)(b)(c)(d)	Low Need Days, Layoff & Recall from Layoff	Status Quo
24.4 (d)(e)	Promotions & Transfers Vacant Positions & Temporary Vacancies	Status Quo
24.6	Seniority List	Status Quo
25 & 26	Resignation Notice Corrective Action & Discharge	Status Quo
27 & 28	Personnel Information Unit Representatives	Status Quo
29 & 30	Grievance Procedure/Nursing Practice	Status Quo

“Status Quo” Sections of Tentative Agreement (TA)

Section Number	Title	Disposition
31 (previously section 29.1)	NO STRIKES, LOCKOUTS, WORK STOPPAGES	Status Quo
32.1-32.8	Clinical Ladder Committee	Status Quo
33.1, 33.2, 33.3 (a-e)	Nurse Practitioners	Status Quo
34	Health & Safety	Status Quo
35 & 36	Document Contains Entire Agreement Savings Clause	Status Quo
37	Modification of Agreement	Status Quo
38	Duration of Agreement (language same-except in full force and effect from September 1, 2020, to and including August 31, 2023.	Status Quo
Addendum 1,2,3 & 4 Letters of Agreement 1,2,3, & 4	Various	Status Quo

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>1 Opening & Recognition</p>	<p>THIS 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' ASSOCIATION, hereinafter referred to as the "Union";</p> <p>WITNESSETH: SECTION 1. RECOGNITION:</p> <p>The Employer recognizes the Union as the exclusive union 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.</p>	<p>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".</p> <p>SECTION 1. RECOGNITION:</p> <p>Employer recognizes 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.</p> <p>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.</p>
--	--	--

New language changes of Tentative Agreement (TA)

<u>Section Number & Title</u>	<u>Old HNA Language</u>	<u>New HNHP Language</u>
<p data-bbox="227 221 394 303">2 Coverage</p>	<p data-bbox="595 270 1093 849">This agreement shall cover all nurses who can legally practice as registered nurses in the State of Hawaii and who are working as Registered Nurses, hereinafter referred to as employees, employed by the employer at its Hawaii facilities. Included are contract traveler nurses. Excluded from coverage by this Agreement shall be employees holding executive, administrative or supervisory positions, and employees who do not meet the criteria of Section 3, <u>Employment Status Defined</u>, employees who occupy positions that are one hundred percent (100%) funded by outside sources, and temporary employees who work less than ninety (90) days.</p>	<p data-bbox="1128 221 1412 241">This Agreement shall cover all :</p> <p data-bbox="1128 295 1785 396">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.</p> <p data-bbox="1128 448 1798 577">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".</p> <p data-bbox="1128 612 1746 660">2.3 Exclusions: Notwithstanding subsections above, excluded from coverage under this Agreement shall be any employees holding who:</p> <ul style="list-style-type: none"> <li data-bbox="1128 699 1682 719">a) Hold executive, administrative or supervisory positions, <li data-bbox="1128 760 1785 831">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, <li data-bbox="1128 871 1779 947">c) occupy positions that are one hundred percent (100%) funded by outside sources, and are temporary employees who work less than ninety (90) days, <li data-bbox="1128 989 1431 1009">d) are call-in employees, or <li data-bbox="1128 1027 1750 1069">e) are guards and/or supervisors as defined by the National Labor Relations Act.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old HNA Language

New HNHP Language

3 Employment Status Defined

3.3 Regular Full-Time (36-hour per week) Employees

(a) Notwithstanding the provisions of subsection 3.2., 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. This would only include employees working twelve (12)-hour shifts on Friday, Saturday and Sunday or Saturday, Sunday and Monday. These employees shall receive such 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,

3.2 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.

3.7 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 professional 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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old HNA Language

New HNHP Language

4.2 Union Security

4.2 Employee Notices

(a) At the time of employment, specific attention shall be called to the obligations of Section 4.1 (a). The Employer will provide the Union and the Unit Chairperson on or before the fifteenth (15th) of each and every month a list with the names of newly hired employees, employees whose classifications have changed, employees whose name has changed, employees going on leave of absence including date, employees returning from leave of absence including date, terminated employees, temporary employees and employees whose addresses have changed. On newly hired employees, the list shall also include their date of hire, date of coverage under the Agreement, address, date of birth, social security number, work unit, status and classification. The list shall also include employees who achieve regular part-time (quarterly) status and the date such coverage becomes effective. In subsequent reports, the list shall indicate which of the regular part-time (quarterly) employees lose their status and the effective date. The list shall be provided as an electronic file.

(b) Employees who are transferred out of the bargaining unit will be reported as transferred and the report will indicate whether such transfer is temporary or permanent.

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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p style="text-align: center;">5.1 Deduction of Dues</p>	<p>5.1 Deduction of Dues</p> <p>(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," "B-1," or "C" to the Employer. Deductions shall be made at least once a month. The Employer will remit such amounts no later than two (2) weeks from the date the deduction is made, by check drawn to the order of the Union. The Employer will include a listing which includes name, social security number and amount of deduction for each employee for whom a deduction is made. It is agreed that deductions required by law shall have priority over deduction of Union dues.</p>	<p>5.1 DEDUCTION OF DUES</p> <p>(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.</p> <p>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.</p>
--	---	---

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>7.3 New Hire Orientation</p>	<p><u>7.3 New Hire Orientation.</u> The Employer will allow a duly authorized Union representative an opportunity to meet on the Employer's premises with newly hired regular full-time, regular part-time, and part-time registered nurses during lunch on the first day of New Hire Orientation for one-half (1/2) hour to present Union information. Employee attendance is voluntary and unpaid. The Employer shall provide the Union with a listing of dates and times of new hire orientation sessions.</p>	<p><u>7.3 NEW HIRE ORIENTATION.</u> 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 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.</p>
-------------------------------------	---	--

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>10.2 Hours of Work</p>	<p><u>10.2 Regular Hours of Work</u></p> <p>(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 a.m. and end at 7:00 a.m. the next day.</p> <p>(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.</p> <p>(c) The regular workweek shall not exceed forty (40) hours.</p>	<p><u>10.2 REGULAR HOURS OF WORK</u></p> <p>(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 a.m. and end at 7:00 a.m. the next day.</p> <p>(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.</p> <p>(c) The regular workweek shall not exceed forty (40) hours.</p> <p>(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.</p>
-------------------------------	---	---

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p style="text-align: center;">10.7 Hours of Work</p>	<p>10.7 Scheduling of Work</p> <p>(a) Scheduling Requests. In scheduling of work, the Employer will give first consideration to the requests of full-time or part-time 36 hour personnel and to employees who are enrolled in courses relating to the nursing profession at an accredited institution of higher learning or a series of classes, conferences or seminars. With regard to such requests, it is understood that the requirements of nursing care are primary. The Employer's policy shall be not to use agency or traveler nurses except in situations where no other reasonable means of providing necessary staffing are available.</p> <p>(b) Permanent Shifts. The Employer will grant permanent shifts to the fullest extent possible subject to recruitment problems and operational needs. The Employer shall make every reasonable attempt to insure 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 of agency and traveler nursing personnel.</p>	<p>10.7 SCHEDULING OF WORK</p> <p>(a) <i>Scheduling Requests</i>. 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</p> <p>Employer shall not use agency or traveler nurses except in situations where no other reasonable means of providing necessary staffing are available.</p> <p>(b) <i>Permanent Shifts</i>. The Employer will grant permanent shifts to the fullest extent possible subject to recruitment problems and operational needs.</p> <p>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.</p> <p>(c) The following general guidelines are used to determine shift awarding.</p> <p>(1) Home Unit</p> <p>[a] Regular part-time staff</p> <p>[b] Regular part-time quarterly staff</p> <p>[c] Call-ins</p>
---	---	--

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

10.7 Hours of Work (continued)

10.7 Scheduling of Work

(a) Scheduling Requests. In scheduling of work, the Employer will give first consideration to the requests of full-time or part-time 36 hour personnel and to employees who are enrolled in courses relating to the nursing profession at an accredited institution of higher learning or a series of classes, conferences or seminars. With regard to such requests, it is understood that the requirements of nursing care are primary. The Employer's policy shall be not to 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. The Employer shall make every reasonable attempt to insure 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 of agency and traveler nursing personnel.

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

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

10.10 Floating

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 employee being floated. If operational demands require mandatory floating, the following process shall be followed

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

Graduate nurses, and probationary nurses, charge and preceptors are exempt from any mandated floating.

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

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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>11.1 (b) Unscheduled second shift</p>	<p><u>11.1 Meal Period</u></p> <p><u>(b) Unscheduled Second Shift.</u> 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. An unscheduled second shift means that the employee reported to work not knowing s/he would end up working a second shift.</p>	<p><u>11.1 MEAL PERIOD</u></p> <p><u>(b) Unscheduled Second Shift.</u> 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.</p>
--	--	--

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

12 Compensation

12.1 Wages.

The minimum rates of pay are set forth in the attached Exhibits "A-1," "A-2," "A-3," and "A-4."

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.

- (b) Performance-Based ATBs or Lump Sum Payouts. **Effective the first pay period following October 1, 2020, employees will receive a 1% lump sum.** 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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>12.2 (d) (2) Differentials (Charge Nurse)</p>	<p><u>12.2 Differentials</u></p> <p><u>(d) Charge Nurse.</u></p> <p>(2) Prior to placement in a charge position, the individual must know</p> <p>(a) the broad function of the unit, (b) hospital policies and procedures, and (c) expectation 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.</p>	<p><u>12.2 DIFFERENTIALS</u></p> <p><u>(d) Charge Nurse</u></p> <p>(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</p> <p>(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.</p>
--	---	--

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>12.2 (e) (5) Differentials (Preceptor)</p>	<p><u>12.2 Differentials</u></p> <p><u>(e) Preceptor</u></p> <p>New language created</p>	<p><u>12.2</u> <u>DIFFERENTIALS</u></p> <p><u>(e)Preceptor</u></p> <p>(5) The Employer agrees to provide the Union with the Preceptor Training Plan within ninety (90) days after ratification.</p>
---	--	---

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>12.9 (a) In-Service Training or Work Related Meeting</p>	<p><u>12.9 In-Service Training or Work Related Meeting</u></p> <p>(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.</p>	<p><u>12.9</u> <u>IN-SERVICE TRAINING OR WORK-RELATED MEETING</u></p> <p>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.</p>
---	--	---

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>12.10 (a) Deductions and Itemized Paycheck Stub</p>	<p><u>12.10 Deductions and Itemized Paycheck Stub</u></p> <p>(a) Payday will be every other Friday. An itemized stub shall be given with the paycheck showing the following items of information:</p> <ol style="list-style-type: none"> (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. 	<p><u>12.10 DEDUCTIONS AND ITEMIZED PAYCHECK STUB</u></p> <p>(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:</p> <ol style="list-style-type: none"> (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.
--	---	--

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>14.2 (a) Eligibility for Holiday Pay</p>	<p><u>14.2 Eligibility for Holiday Pay</u></p> <p>(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 the last scheduled shift 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.</p>	<p><u>14.2 ELIGIBILITY FOR HOLIDAY PAY</u></p> <p>(a) <i>Eligibility.</i> 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.</p>
---	---	--

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

17.1(c)(1)
Medical Disability Leave

New Language

SECTION 17. LEAVES OF ABSENCE WITHOUT PAY

17.1 FAMILY & MEDICAL LEAVE & MEDICAL DISABILITY LEAVE

(c) Medical Disability 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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>18.1 (a) Leaves of Absence with Pay <i>Funeral Absence with Pay</i></p> <p>NOW</p> <p>Bereavement Leave</p>	<p><u>18.1 Funeral Absence With Pay.</u></p> <p>In the event of death in the immediate family of a regular employee, when proper evidence has been submitted to the supervisor, such an employee shall be granted three (3) days off with pay from the employee's work schedule. The immediate family is defined as father or stepfather, mother or stepmother, spouse, child or stepchild, brother or stepbrother, sister or stepsister, mother-in-law or father-in-law, grandparents or grandchildren. Upon request, employees may be granted a reasonable number of additional days (either without pay or utilizing vacation days) to be used in conjunction with the funeral absence with pay.</p>	<p><u>18.1</u> <u>BEREAVEMENT LEAVE</u></p> <p>(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.</p> <p>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.</p>
--	---	--

New language changes of Tentative Agreement (TA)

<u>Section Number & Title</u>	<u>Old Language</u>	<u>New Language</u>
<p>18.1 (b) Leaves of Absence with Pay <i>Funeral Absence with Pay</i></p> <p>NOW</p> <p>Bereavement Leave</p>	<p><u>18.1 Funeral Absence With Pay.</u></p> <p>In the event of death in the immediate family of a regular employee, when proper evidence has been submitted to the supervisor, such an employee shall be granted three (3) days off with pay from the employee's work schedule. The immediate family is defined as father or stepfather, mother or stepmother, spouse, child or stepchild, brother or stepbrother, sister or stepsister, mother-in-law or father-in-law, grandparents or grandchildren. Upon request, employees may be granted a reasonable number of additional days (either without pay or utilizing vacation days) to be used in conjunction with the funeral absence with pay.</p>	<p>18.1 BEREAVEMENT LEAVE</p> <p>(b) Immediate Family. Immediate Family includes:</p> <p>(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.)</p> <p>(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</p> <p>(3) Child, Step Child, Legal Ward, Foster Child, Adopted Child</p> <p>(4) Daughter, Step Daughter, Daughter In-Law, Step Daughter In-Law</p> <p>(5) Son, Step Son, Son In-Law, Step Son In-Law</p> <p>(6) Sister, Step Sister, Sister In-Law, Step Sister In-Law</p> <p>(7) Brother, Step Brother, Brother In-Law, Step Brother In-Law</p> <p>(8) Grandparent, Step Grandparent</p> <p>(9) Grandchild, Step Grandchild</p> <p>(10) Relative living in the same household as the Employee</p> <p>"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).</p> <p>"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.</p>

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

19, 20 & 23

New Language

19. Health Plan Coverage
20. Group Life Insurance & Total
& Permanent Disability Insurance
23. Retirement Plans

Benefits Disclaimer

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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

19.1 Medical Plan

19.1 Medical Plan

Refer to the National Agreement between Kaiser Permanente and The coalition of Kaiser Permanente Unions for further information regarding Health Plan coverage.

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

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

19.1 (a)

Kaiser Permanente Group Plan

(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 23 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

(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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

19.1 (b) Kaiser Permanente Group Plan

Medical

(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.

	1/1/16	1/1/17	1/1/18
Single	100%	100%	100%
Double	90%	90%	90%
Family	90%	90%	90%

(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.

	1/1/16	1/1/17	1/1/18
Single	100%	100%	100%
Double	90%	90%	90%
Family	90%	90%	90%

(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

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

19.1 (b) Kaiser Permanente Group Plan Dental

Dental Plan.

Effective October 1, 2015, the Dental Plan as stated in Section 19 will be in accordance with the National Agreement between Kaiser Permanente and The Coalition of Kaiser Permanente Unions.

(a) The Employer shall provide the Hawaii Dental Service (100% basic coverage 80%-20% coverage on all other services, with a \$1,000 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

19.2 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

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

20.1 Group Life Insurance

20.2 Total & Permanent Disability (T&PD) 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.

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."

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.

New language changes of Tentative Agreement (TA)

<u>Section Number & Title</u>	<u>Old Language</u>	<u>New Language</u>
21.4 CPR Certification/Other Advanced Certifications	NEW LANGUAGE	<p>21.4 CPR CERTIFICATION / OTHER ADVANCED CERTIFICATIONS.</p> <p>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.</p> <p>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.</p>

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

22.2 (b)(2)(3) Tuition Reimbursement Eligible Charges

(2) books, compact diskettes, and computer software required for coursework.
(3) Re-certification exam fees.

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 Amount. Tuition will be reimbursed only to the extent that budgeted funds are available (up to \$135,000 per year), not to exceed \$1,000 per employee per calendar year. Effective January 1, 2016, eligible employees will be reimbursed up to \$3,000 per calendar year. Of this amount, employees are eligible for up to \$500 for travel, room/lodging expenses (excluding meals) for eligible charges as stated in 22.2(b)(1).

22 Tuition Reimbursement

22.2 ELIGIBILITY

(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 Amount Tuition 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).

New language changes of Tentative Agreement (TA)

Section Number & Title	Old Language	New Language
<p style="text-align: center;">23</p> <p style="text-align: center;">Retirement Plans</p>	<p>Section 23. RETIREMENT PLANS</p> <p>Refer to the National Agreement between Kaiser Permanente and The Coalition of Kaiser Permanente Unions for further information regarding Retirement Benefits.</p> <p>23.1 (a) Pension Plan. The Employer shall continue its present pension plan. The details of such plan shall be outlined in a pension plan booklet.</p> <p>(b) Tax Sheltered Annuity (TSA). The Employer shall provide a 403(b) Plan and such Plan will include a twenty-five percent (25%) match on up to two percent (2%) of gross pay. Effective July 1, 2000, the Employer shall contribute a fifty percent (50%) match on up to two percent (2%) of gross pay. (See attached Letter of Agreement regarding the calculation of the Employer match)</p> <p>(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.</p> <p>(d) Retiree Medical Coverage. Nurses who terminate on or after January 1, 2004, who are at least 55 years of age, have fifteen (15) years of service, and qualify as an Early or Normal Retiree under the provisions of the Kaiser Permanente Hawaii Employee Pension Plan will, upon retirement, have an irrevocable election to receive the normal retiree medical plan (with cost sharing) which begins upon Medicare enrollment (usually age 65) or "GAP" coverage which will begin upon Age 55 Plus 15 Year early retirement and terminate upon reaching Medicare eligibility (usually age 65).</p> <p>(e) Effective January 1, 2017, the Retiree Medical Coverage as stated in Section 23.1 (d)</p>	<p>23.1 PLANS/COVERAGES</p> <p>(a) <i>Pension Plan</i>. 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.</p> <p>(b) <i>Tax Sheltered Annuity (TSA)</i>. 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.</p> <p>(d) <i>Retiree Medical Coverage</i>. Nurses who terminate on or after January 1, 2004, who are at least 55 years of age, have fifteen (15) years of service, and qualify as an Early or Normal Retiree under the provisions of the Kaiser Permanente Hawaii Employee Pension Plan will, upon retirement, have an irrevocable election to receive the normal retiree medical plan (with cost sharing) which begins upon Medicare enrollment (usually age 65) or "GAP" coverage which will begin upon Age 55 Plus 15 Year early retirement and terminate upon reaching Medicare eligibility (usually age 65).</p> <p>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.</p>

New language changes of Tentative Agreement (TA)

Section Number & Title	Old Language	New Language
<p>24.2 (a)(b) Seniority Defined & Seniority Delimited</p>	<p>24.2 Seniority</p> <p>(a) Seniority Defined. Bargaining unit seniority shall begin from the date of last continuous covered employment as an RN by the Employer.</p> <p>(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.</p>	<p>24.2 SENIORITY</p> <p>(a) <u>Seniority Defined</u>. 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</p> <p>(b) <u>Seniority Delimited</u>. 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.</p>

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

24.3 (e) Elimination of Positions

(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 the Employment and Income Security Agreement (EISA) Transition and Redeployment Process as agreed to in the Letter of Agreement dated February 25, 2013.

(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.**

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

<p>24.4 Promotions and Transfers</p>	<p>24.4 Promotions and Transfers</p> <p>(a) Promotions. Preference for promotion to all bargaining unit permanent vacancies of higher classification and newly created positions shall be given to current qualified employees. Current employees shall be notified via posting and shall be given an opportunity to apply for such positions. Positions will be posted one (1) week prior to being offered to the public. Among qualified employees whose ability is equal, 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 applicant shall be given the reason for the non-selection.</p> <p>(b) Transfers. The Employer shall also notify employees of all other permanent vacancies which do not entail promotions to a higher classification by posting such vacancies for seventy-two (72) hours (excluding Sundays and holidays) prior to the position being offered to the public. Among qualified employees whose ability is equal, employees who are in the work unit where the vacancy exists shall receive first priority; otherwise, the employee with the most bargaining unit seniority shall be awarded the position. Each applicant for the position shall be notified in writing as to the applicant's selection or non-selection. Upon request, each applicant shall be given the reason for the non-selection.</p>	<p>24.4 <u>PROMOTIONS AND TRANSFERS</u></p> <p>(a) <i>Promotions and Transfers.</i></p> <p>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.</p>
--	---	--

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

24.4 (c) Promotions and Transfers

24.4 Promotions and Transfers

(c) Adaptation Period.

Promoted and/or transferred employees shall serve a ninety (90) day adaptation period.

(1) Should an employee fail to pass 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. 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.

24.4 Promotions and Transfers

(c) 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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

24.5 Transfer Out of the Bargaining Unit

24.5 Transfer Out of the Bargaining Unit.

In the event an employee is assigned a position outside of the bargaining unit, the employee's bargaining unit seniority will be protected for a period of three (3) years.

In the event the employee is transferred back into the bargaining unit or the employee elects to transfer back into the bargaining unit during the three (3) year period, such employee shall be reinstated in the bargaining unit without loss 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"), 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.

24.5 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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

29.1(g) Grievance Procedure Step 3

(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 V.P. (or the designated representative) within seven (7) calendar days. The Human Resources V.P. (or the designated representative) shall respond in writing by the end of the 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.**

30.2 (d) Registered Nurse Staffing

(d) Staffing effectiveness shall be measured through the use of mutually acceptable tools. This data will be shared with the Nurse Advisory Council at least semi-annually.

(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.**

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

New Language

32.9
Clinical Ladder Travel
Reimbursement
Neighbor Island
Employees

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.

New language changes of Tentative Agreement (TA)

Section Number & Title

Old Language

New Language

33.3 (f) Nurse Practitioners

33.4 Posting of NP Positions

33.5 Nurse Practitioner Advisory Council

(f) Annual Amount. Eligible employees will be reimbursed up to \$1,000 per calendar year.

Effective January 1, 2016, eligible employees will be reimbursed up to \$3,000 per calendar year. Of this amount, employees are eligible for up to \$500 for travel room/lodging expenses (excluding meals) for eligible charges.

33.4 Posting of Nurse Practitioner Positions

Nurse Practitioner positions will be posted.

33.5 Nurse Practitioner Advisory Council

Effective January 1, 2015 the functions of the Nurse Practitioner Advisory Council will be absorbed by alternative committees, teams and councils. Questions related to the areas of concern and interest previously addressed by the NP NAC can be addressed to the Regional Nurse Leadership Council. An NP representative will be appointed to the Labor Management Partnership Committee.

(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.

New language changes of Tentative Agreement (TA)

Nurses

New Language

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

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

Start Rates

0 - 6 months (70%)

7 - 12 months (75%)

13 - 18 months (80%)

19 - 23 months (85%)

Job Rate

Level III

Level IV

Level V

7+ yrs in bargaining unit

15+ yrs in bargaining unit

RN First Assist

Effective
10/6/2019

Effective
10/4/2020

Effective
10/2021

Effective
10/2022

\$42.28

\$43.13

See LOA 7

See LOA 7

\$45.31

\$46.22

See LOA 7

See LOA 7

\$48.33

\$49.30

See LOA 7

See LOA 7

\$51.35

\$52.38

See LOA 7

See LOA 7

\$60.44

\$61.65

See LOA 7

See LOA 7

\$61.73

\$62.97

See LOA 7

See LOA 7

\$63.06

\$64.32

See LOA 7

See LOA 7

\$65.19

\$66.50

See LOA 7

See LOA 7

\$1.00

\$1.00

See LOA 7

See LOA 7

\$2.00

\$2.00

See LOA 7

See LOA 7

\$3.00

\$3.00

See LOA 7

See LOA 7

Exhibit “A-1” Wages

Status Quo

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

Status Quo language with increases

EXHIBIT “A-2” CONTRACT NURSES RECEIVING SUBSIDIES:

Applies to Contract Nurses receiving subsidies.

**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 7

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

Exhibit “A-3” Nurse Practitioners

Status Quo

EXHIBIT “A-3” NURSE PRACTITIONERS

Applies to all Nurse Practitioners.

**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

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	

1. Nurse Practitioner

- 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.
- 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

New

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.

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

	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.

EXHIBIT “A-5” Wound/Ostomy/Continence RN’s

New

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.

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

	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.

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 the Employer, even if I do not 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 the Employer misses required deductions from any of my paychecks, I authorize the 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

Address:

Email:

Phone:

Employee's Signature

Date

Date of Birth:

SSN:

EXHIBIT B-1: 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

Address:

Email:

Phone:

Employee's Signature

Date

Date of Birth:

SSN:

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 (pg 1) STATUS QUO

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.

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,
 - (c) 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

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.

RE-NEGOTIATION OF WAGES/BENEFITS DUE TO FINANCIAL HARDSHIP OF EMPLOYER DUE TO FEDERAL/STATE PRICE OR PREMIUM CONTROLS

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.

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.

Nurse Practitioner Reimbursement Off Island Travel

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

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.

Clinical Ladder Travel Reimbursement Neighbor Island Employees

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

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.

LETTER OF AGREEMENT 5

Items to be addressed in Regional Nurse Leadership Council

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

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

LETTER OF AGREEMENT 6

Seniority Related Items to be Addressed by the Parties

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

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.**

LETTER OF AGREEMENT 7 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 ("AHCUs") 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 AHCUs and Kaiser.

In the event HNHP's status with the AHCUs National and the AHCUs 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 AHCUs 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 AHCUs 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 AHCUs's PSP plan, effective January 1, 2021

LETTER OF AGREEMENT 7 HNHP Transition Letter of Agreement – RN/NP Bargaining Unit (continued)

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 AHCUs 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.

Hawai'i Nurses and Healthcare Professionals



1/16/2020

Steward

Talking points related to sections in new CBA

“Challenges, Barriers & Highlights” related to new HNHP Contract (p2)

This visual outlines the obstacles and barriers your HNHP Bargaining Team faced while bargaining your first-time contract as Hawaii Nurses & Healthcare Professionals. Despite the presence of many seemingly insurmountable obstacles, (shown on the left side of the slide) your HNHP Bargaining Team was able to secure the “status quo” terms under this new contract but also enhancements to that contract over the next 3 years including the national benefits enjoyed by the Alliance of Healthcare Unions. The highlights on the right side of the slide summarize the local & national benefits achieved for the HNHP members under the Hospital/Clinic contract.

Status Quo sections (p3-8)

The sections shown on the slides have all been tentatively agreed upon and remain as “status quo”. This means that all contract language previously in force under each of the sections listed has been agreed upon in this new contract between HNHP & Kaiser.

Section 1 (p9)

Changes to section 1- shows change of agreement to reflect between KFH/KF Health Plan Inc and Hawaii Nurses & Healthcare Professionals. The last sentence ensures that HNHP will have all of the terms of the agreement between the Alliance Health Care Unions & KP.

Section 2 (p10)

Coverage relatively the same as “status quo” language just formatted and defines the employees who do not meet the criteria of Section 3, Employment Status Defined for concise and easier reference. Addition of “guards & supervisors” to comply with the NLRA.

Section 3 (p11)

Housekeeping areas- 3.7 pulled into this area from LOA at back of contract in effort to put LOA language into main body of contract for easier referencing through table of contents. 3.9 New addition to bargaining unit for exempt RN's under certain categories (see back of contract)

Talking points related to sections in new CBA (2)

Section 4.2 (p12) Indicates current HR practice in providing unions with employee lists

Section 5.1 (p13) 5.1 Deduction of Dues- change to employer sending electronic funds to HNHP for collection of union dues authorized by employee

Section 7.3 (p14) New Hire Orientation (NEO) allows for a minimum of ONE (1) Hour of PAID time for new hires and requires mandatory attendance by any employees that are NEW, changing to an HNHP bargaining unit, and/or changing from non-represented to represented status. Union orientation with explanation of membership, local CBA, NA and the cooperative partnership relationship between AHCUC & KP. Both HNHP & KP agree to provide positive image of the other. NHO/NEO was previously **30 minute unpaid** time.

Section 10.2 (p15) New section for new exempt RN category

Section 10.7 (a) (p16) Changed language in 2019 under **HNA** ratification. First consideration for schedule requests related to work will be given by seniority (related coursework at university, etc. no longer given first consideration) with understanding that the requirements of nursing care are primary.

Section 10.7 (c) (p16-17) Changed language in 2019 under HNA ratification for section 10.7(a). New language 10.7 (c) establishes how extra shifts are to be awarded to staff in home unit first and then outside of home unit..

Talking points related to sections in new CBA (3)

Section 10.10 (p18): Traveler Nurses capable of floating (those whose contracts are not restricted to one area) will float first, then Float Pool nurses. Also new grad and nurses on probation are not permitted to float for at least 6 months. This ensures the professional development for these newer nurses. If the charge or preceptor in a dept is not performing in their assigned role, then they can be subject to floating along with with other members.

Section 11.1 (b) (p19): Meal voucher now designated with specific amount of use up to \$9.00 to ensure that employee is able to purchase an entree or other items for nourishment when working an unscheduled second shift.

Section 12 (p20): Effective 10/4/2020, every member will receive ATB's of 2% with an additional 1% lump sum payout. Future wages will follow under the HNHP Transition Letter of Agreement 7.

Section 12.2 (d)(2) (p21): A requirement for assuming the charge position will now include at least 2 yrs of direct RN experience. This follows professional practice guidelines nationally in most states and protects an inexperienced nurse from assuming the responsibility and accountability that goes along with a charge position.

Section 12.2 (e)(5) (p22): Precepting plan will be provided to HNHP within 90 days after ratification

Section 12.9 (a) (p23): Significant win! If member attending an LMP class or any other Kaiser inservice or meeting related to work will be paid for the time allocated for the meeting/training. I.e. If a meeting is scheduled for 8 hours but is completed at 7 hrs. 30 min, the employee will be paid for entire scheduled time of 8 hrs. The employer may request employee return to work or complete other training during any extra time on the same day.

Talking points related to sections in new CBA (4)

Section 12.10(a) (p24): “housekeeping” language to incorporate using KP electronic system vs actually providing an itemized stub in hard-copy version

Section 14.2 (a) (p25): Language modified to reflect that eligibility for holiday pay applicable if an employee was scheduled to work a shift on the day prior to the holiday, the holiday itself, and the next scheduled shift after the holiday AND WORKED THEM then they would not lose holiday pay for that holiday. The intent was to eliminate abuse of sick calls during the time before, on, and directly after a holiday. Management has agreed to review any sick calls to determine if holiday pay still applicable to see if there are any patterns of abuse. Mgmt previously stating an “authorized absence” applicable only with “protected leaves- FMLA, Med Leave, etc.

Section 17.1(c)(1) (p26): Language allows for separate medical leave categories (“continuous leave” or “new leave”) depending on the amount of time returned to work between disability leaves.

Section 18.1 (a & b) (p27-28): National Policy guidelines incorporated into local agreement. Broad eligibility & benefits including additional two (2) paid days if funeral/memorial service 300+ miles away. Also, bereavement leave does not have to be taken on consecutive days. Relative living in same household, in-laws & -step relatives also qualify as “immediate family” for leave benefits.

Section 19, 20 & 23 (p29): Benefits Disclaimer- Any Existing benefit coverage for Medical, Dental, Life Insurance, Disability, Time off, Retirement Income & Retirement Medical included but not limited will be maintained by Kaiser through 1/1/22 or through the National Alliance Bargaining

Section 19.1 (p30): Medical Plan will remain under the Coalition NA terms for 2020-2021. For 2022-2023, the HNHP Transition to Alliance benefits will begin.

Talking points related to sections in new CBA (5)

Section 19.1(a) (p31): Local contract incorporates federal guidelines include coverage of unmarried children to age 26. This ensures extended coverage for this age group should the federally mandated Affordable Care Act change.

Section 19.1(b) (p32): Employer paid percentages for monthly premium on medical plan coverage remain the same for each covered group (single, double, & family) for the years 2020 - 2023. Beginning 1/1/23 HNHP will follow the transition letter of agreement for the Alliance benefits. Most Hawaii hospitals have begun negotiating lower plan percentages when covering employees (70-80%) versus 100% or 90% provided at Kaiser.

Section 19.1 (b) (p33): HDS Group dental plan continues with \$1500 maximum coverage of 100% basic coverage and 80%-20% coverage on all other services per status quo under Coalition. Also, lifetime maximum for child orthodontia of \$1500 continues. HNHP will transition to Alliance benefits 1/1/2022.

Section 20.1 & 20.2 (p34): For 2022-2023: Group Life Insurance and Total & Permanent Disability Insurance will transition to the terms under the Alliance National Agreement

Section 21.4 (p35): CPR recertifications for mandatory job requirements will be paid for by Kaiser and not require out of pocket expenses. Kaiser has committed to providing in-house recertification courses to meet this requirement. Tuition Reimbursement may be used for other job-required advanced certifications and if they run out of funds or unable to file for tuition reimbursement, then department will reimburse the expense.

Section 22.2 (b)(2)(3)(p36): Housekeeping to include current technology available. Travel expenses of \$750 allowed to be reimbursed per National Agreement incorporated into new local CBA.

Talking points related to sections in new CBA (6)

Section 23 (37): Pension multiplier increased from 1.40% to 1.45% for all years of service under national agreement. A performance-based contribution to the TSA 403(b) plan will be made if performance requirements satisfied under PSP goals currently under Coalition NA. Darkened gray areas under review by Program Office and will probably be eliminated since this is part of “housekeeping” language oversight from previous CBA. Retiree Medical Coverage will continue under Coalition NA terms until 1/1/2022 with HNHP Transition to Alliance benefits.

Section 24.2 (a)(b)(p38): Added new definition for exempt RN's union seniority dates and also makes reference to LOA relative to seniority for further reference and benefits.

Section 24.3(e)(p39): Added language to define that local redeployment transition agreements outline processes to follow under EISA

Section 24.4 (p40): Combined both paragraphs into one to follow similar processes. Postings will be through electronic postings and allow for five(5) calendar days for internal postings vs previous 3 day (72-hour) posting.

Section 24.4(c)(p41): If a member has recently transferred to another dept for a position and is within “adaptation period” and sees another vacant position posting that they are interested in- they may now be able to apply if mutually agreed to. Previously employee was not allowed to bid/apply.

Section 24.5 (p42): Seniority is preserved for any member who leaves the bargaining unit and returns within 5 years. Employee is also able to bid/apply for any BU positions and be considered, hired or reinstated back to BU without any losses

Section 29.1(g) (p43): Step 3 grievances shall contain specific information.

Talking points related to sections in new CBA (7)

Section 30.2(d) (p43): Regional Nursing Leadership Council will include representation from all islands, including Hospital & Clinics but is not limited to only one. Representatives will be selected by the Union.

Section 32.9 (p44): Incorporates language from previous Letters of Agreement found at back of contract

Section 33.3 (f), 33.4, 33.5 (p45): Nurse Practitioner language- includes \$750 travel expenses for educational purposes as per NA and incorporated into local CBA. Tuition reimbursements under section 33.3 will follow Coalition NA and transition to Alliance benefits beginning 2022. ALL NP positions to be posted and incorporation of NP representative to be appointed on the LMP Council.

Exhibit A-1 "Wages" (p46) -shows wage scale effective for 2020 which includes 2% ATB increase. Beginning in 2021, ATB's will be according to HNHP transition to benefits and conditions of Alliance agreement.

Exhibit A-2 "Contract Nurses-Wages" (p48): shows wage scale effective for 2020 which includes 2% ATB increase. Beginning in 2021, ATB's will be according to HNHP transition to benefits and conditions of Alliance agreement.

Exhibit A-3 "Nurse Practitioner-Wages" (p49): shows wage scale effective for 2020 which includes 2% ATB increase. Beginning in 2021, ATB's will be according to HNHP transition to benefits and conditions of Alliance agreement.

Exhibit A-4/A-5 (p50-51): wage scale for new exempt positions (disability management & wound/ostomy) nurses. wage scale effective for 2020 which includes 2% ATB increase. Beginning in 2021, ATB's will be according to HNHP transition to benefits and conditions of Alliance agreement.

Talking points related to sections in new CBA (8)

Exhibit B (p52): Standard Union dues assignment of wages used to allow Kaiser to do automatic deductions from paycheck each month. Form is completed by union member and turned into employer, Kaiser

Exhibit B-1 (p53): “Beck” or Service Fee Objector wage assignment form. Pays for union dues in relation to representational activities.

Addendum 1-4 (p54-59) Status quo acceptance into local CBA for all addendums 1-4

Letters of Agreement 1-4 (p60-p63)- Status quo acceptance into local CBA for letters of agreement 1-4

Letter of Agreement 5 (p64): Regional Nurse Leadership Council will be primary venue to bring forth items discussed in negotiations and determined to require more intensive research and review before agreements could be acted upon. These topics included composition and scope of the RNLC. Topics to be included in discussion- bid shift, core staffing needs inclusive of call-ins and PTQ utilization, benchmarking tools, review of safe staffing concern forms, and any issues related to approval process of educational & professional improvement leave requests.

Letter of Agreement 6 (p65): LOA 6 indicates agreement by both parties to further discuss vacation bidding process and the application of seniority to process within 6 months. Also, review of new grad transitional stages along with professional development. Review of longevity steps and professional development with Clinical Ladder review.

HNHP Transition Letter of Agreement 7(p66-67): transition of HNHP to ALL terms and conditions of the Alliance National Agreement