

COLLECTIVE BARGAINING AGREEMENT



HAWAII NURSES AND HEALTHCARE PROFESSIONALS

and



KAISER FOUNDATION HOSPITALS and

KAISER FOUNDATION HEALTH PLAN, INC.

Home Health

October 1, 2021 – September 30, 2025

TABLE OF CONTENTS

Section Number and Title	Page	
1	RECOGNITION	1
2	COVERAGE	1
3	EMPLOYMENT STATUS DEFINED	1
	Employment Status Defined	1
	Regular Full-Time Employees	1
	Regular Part-Time Employees	1
	Temporary Employees	1
4	UNION SECURITY	2
	Membership	2
	Employee Notices	2
5	MONTHLY DUES DEDUCTION	2
	Deduction of Dues	2
	Indemnity	3
6	NON-DISCRIMINATION	3
7	ACCESS TO EMPLOYER'S PROPERTY	3
	Access to Employer's Facilities	3
	Meeting Rooms	3
	New Hire Orientation	4
8	BULLETIN BOARDS	4
9	MANAGEMENT RIGHTS	4
10	HOURS OF WORK	4
	Definition	4
	Regular Hours of Work	4
	Posting of Work Schedules	5
	Exceptions	5
11	COMPENSATION	5
	Wages	5
	On Call	5
	Relief in Higher or Lower Classification	6
	Promotion and Demotion	6
	Deductions and Itemized Paycheck Stub	6
12	CONTINUOUS SERVICE DEFINED	7
13	HOLIDAYS	7
	Recognized Holidays	7
	Eligibility for Holiday Pay	7
	Substitute Holiday Observance	8
	Holiday Scheduling	8
	Holiday During Sick Leave	8
	Exceptions	8
14	VACATIONS	8
	Vacation Time Earned	8
	Vacation Pay	8
	Vacation Time Taken	8
	Holiday During Vacation	9
	Sick Leave During Vacation	9
	Serious Family Illness	10

Table of Contents (Cont'd)

<u>Section Number and Title</u>	<u>Page</u>
Recall to Work During Vacation Time	10
Vacation Cancellation	10
15 PAID SICK LEAVE	10
Eligibility	10
Accumulation	10
Pay During Sick Leave	10
Employee Notice	10
Certification of Illness or Injury	10
Workers' Compensation	11
Temporary Disability Insurance	11
Light Duty	11
16 LEAVES OF ABSENCE WITHOUT PAY	11
Family & Medical Leave & Medical Disability Leave	11
Personal, Educational, Emergency, and Union Business Leaves	12
Reinstatement From Leave	13
Benefits During Leave	13
Leave Requests	14
Purpose of Leave	14
Military Leave	14
17 LEAVES OF ABSENCE WITH PAY	14
Bereavement Leave	14
Jury Duty	15
18 HEALTH PLAN COVERAGE	16
Medical Plan	16
Dental Plan	16
Right to Change Medical and Dental Plans	17
Eligibility	17
19 GROUP LIFE INSURANCE AND TOTAL & PERMANENT DISABILITY INSURANCE	17
Group Life Insurance	17
Total & Permanent Disability (T&PD) Insurance	17
20 EDUCATIONAL AND PROFESSIONAL IMPROVEMENT	17
Eligibility	17
Procedure	20
Credits	18
21 TUITION REIMBURSEMENT	19
Eligibility	19
Procedure	20
22 RETIREMENT PLANS	21
23 SENIORITY	21
Probationary Period	21
Seniority	21
Layoff and Recall From Layoff	22
Promotions and Transfers	23
Transfer Out of the Bargaining Unit	24

Table of Contents (Cont'd)

Section Number and Title	Page
24 RESIGNATION NOTICE	24
25 CORRECTIVE ACTION AND DISCHARGE	25
26 PERSONNEL INFORMATION	25
Personnel File	25
Retention of Information	26
27 UNION REPRESENTATIVES	26
Handling Grievances	26
Time For Negotiations	26
28 NO STRIKES, LOCKOUTS, WORK STOPPAGES	26
29 GRIEVANCE PROCEDURE	26
30 HEALTH AND SAFETY	29
General	29
31 NURSING PRACTICE	29
32 DOCUMENT CONTAINS ENTIRE AGREEMENT	30
33 SAVING CLAUSE	30
34 MODIFICATION OF AGREEMENT	30
35 DURATION OF AGREEMENT	30
Duration	30
Notice of Intent to Strike	30
EXHIBIT "A" - WAGES	32
EXHIBIT "B" – AUTHORIZATION AND ASSIGNMENT OF WAGES FOR PAYMENT OF UNION DUES	33
EXHIBIT "B-1"- AUTHORIZATION AND ASSIGNMENT OF WAGES FOR PAYMENT OF UNION SERVICE FEES	34
EXHIBIT "C" - AUTHORIZATION AND ASSIGNMENT OF WAGES FOR CONTRIBUTION TO CHARITABLE FUND	35
Letter of Agreement 1	36
Letter of Agreement 2	37
Letter of Agreement 3	38
Letter of Agreement 4	39
Letter of Agreement 5	40

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

Section 1. RECOGNITION

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

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

Section 2. COVERAGE

2.1 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 in the Kaiser Oahu Home Care Department on the island of Oahu, and all such registered nurses who are employed by the Employer in the job classification of Home Health Nurse-NI on the island of Maui.

2.2 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, Employment Status Defined, employees who occupy positions that are one hundred percent (100%) funded by outside sources, and temporary employees who work less than ninety (90) days.

Section 3. EMPLOYMENT STATUS DEFINED

3.1 Employment Status Defined. The term "employee" or "employees" as used in this Agreement shall include employees of the Employer as provided by Section 2 and consistent with the definitions below.

3.2 Regular Full-Time Employees. A regular full-time employee is one who works a predetermined work schedule amounting to forty (40) hours per week.

3.3 Regular Part-Time Employees (Predetermined). A regular part-time employee (predetermined) is one who works a predetermined work schedule amounting to twenty (20) hours or more per week but less than forty (40) hours per week.

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

3.5 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.

3.6 Exempt RNs. Exempt professional are those RNs working in positions with base salaries, which shall be prorated for part-time employees.

Section 4. UNION SECURITY

4.1 Membership

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

4.2 Employee Notices.

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

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

Section 5. MONTHLY DUES DEDUCTION

5.1 Deduction of Dues

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

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

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

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

Section 6. NON-DISCRIMINATION

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

Section 7. ACCESS TO EMPLOYER'S PROPERTY

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

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

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

7.3 New Hire Orientation. Employer will provide one paid hour during New Employee Orientation for a union orientation, the time at which this 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 in advance of the meeting. The Employer agrees to provide a positive image of the Union and Union representation and shall remain neutral with regard to Union membership. Union agrees to present a positive image of the Employer.

Section 8. BULLETIN BOARDS

The Employer shall permit the timely and updated posting of official Union notices on one designated Home Health Care department bulletin board provided such items are signed and posted by a duly authorized official of the Union and a copy shall be provided at the time of such posting to a designated representative of the facility and to Labor Relations in the Human Resources Department.

Section 9. MANAGEMENT RIGHTS

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

Section 10. HOURS OF WORK

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

- (a) The parties agree that to provide the most desirable level of nursing care, a stable working staff is the mutual goal. Additionally, this should facilitate providing care to patients at an economical cost and provide the necessary balance in assignment of shifts.
- (b) The Employer will not hire RN’s that are independent contractors.

10.2 Regular Hours of Work

- (a) The workweek shall begin at 7:01 a.m. on Sunday and end at 7:00 a.m. the following Sunday.
- (b) The regular workweek shall not exceed forty (40) hours.

10.3 Posting of Work Schedules. Work schedules will be posted two (2) weeks in advance; such schedules shall not preclude emergency changes in hours or days of work.

10.4 Exceptions. The provisions of Section 10 may be changed by mutual written agreement between the supervisor and the employee.

Section 11. COMPENSATION

11.1 Wages. The minimum rates of pay are set forth in the attached Exhibits "A".

11.2 On Call

(a) Definition. The usual expectation for "standby" is that the employee will be available but off site during standby periods.

(b) Cellular Phones or Pagers. The Employer shall provide employees with a cellular phone and/or pager at no cost to the employee for the purpose of performing their duty as Home Health Nurses.

(c) On Call Pay.

(1) On-Call pay shall be utilized in those instances where Home Health nurses, during specified scheduled times are required to accept calls and may be required to report to the facility or designated area. Home Health Nurses who are scheduled to be on-call shall be paid seven dollars (\$7.00) per hour for each hour spent on on-call status.

(2) Time spent resolving a problem via telephone, while on-call, shall be paid in whole fifteen (15) minute increments at their straight time hourly rate.

If an employee needs to leave their home to address a patient need/request while on-call, the employee will receive their straight time hourly rate per hour, for all hours worked in the care of a patient. Work shall begin when the employee leaves their home, provides patient care and end when they return home.

(d) Establishing a Standby Program. Before the Employer establishes a standby program or plans to change the existing standby policy, the following procedures shall apply.

- (1) The Employer will give the Union and the affected employees fourteen (14) days' notice prior to the implementation of such a program.
- (2) The Employer will meet with the Union if requested and discuss the method of implementation.
- (3) The Employer will take into consideration any personal hardships caused by the implementation of such on-call program.
- (4) In implementing an on-call program, the Employer shall utilize volunteer employees to the extent possible.

11.3 Relief in Higher or Lower Classification

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

11.4 Promotion and Demotion

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

11.5 Deductions and Itemized Paycheck Stub

- (a) Payday will be every other Friday. An itemized stub shall be provided (primarily via KP's electronic system) with paycheck showing the following items of information:
 - (1) Pay period ending date;
 - (2) The gross regular pay;
 - (3) Identification of vacation, holiday, sick leave and other premium pay;
 - (4) Itemization of all deductions;
 - (5) Net compensation;

- (6) Vacation balance;
- (7) Year-to-date gross pay;
- (8) Year-to-date gross taxes.

- (b) Direct Deposit. The Employer shall provide for direct deposit of employee paychecks to any institution of the employee's choice provided that institution is part of the National Automated Clearing House Association system. In the event the Employer becomes aware that an employee's paycheck is not deposited on the due date, the Employer will make a reasonable attempt to contact and inform the employee of the delay.
- (c) Payroll Errors. If an error is made by the Employer of one hundred dollars (\$100) or more, the employee may notify the Employer in order to have an off-cycle check issued as soon as practical.

Section 12. CONTINUOUS SERVICE DEFINED

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

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

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

Section 13. HOLIDAYS

13.1 Recognized Holidays. The following holidays are recognized as paid holidays within the meaning of this Section.

New Year's Day	Independence Day
Martin Luther King Jr. Day (Effective 1/2023)	Labor Day
Presidents' Day	Thanksgiving Day
Kuhio Day	Christmas Day
Memorial Day	Floating Holiday
Kamehameha Day	

The floating holiday shall be scheduled by the employee and taken within the calendar year in accordance with the provisions of 13.3 or carried as part of the employee's vacation accumulation.

13.2 Eligibility for Holiday Pay

- (a) Eligibility. An employee, in order to be eligible for a paid holiday, must have been employed thirty (30) days prior to the holiday and must have earnings in the workweek in which the holiday occurs. The employee must also have worked any shift scheduled on the last day prior to the holiday, the holiday if scheduled and the employee's next scheduled shift following the holiday unless an absence from one or more of such shifts is authorized by the Employer.
- (b) Regular Full-Time Employees. If an eligible regular full-time employee is required to work on any of the foregoing holidays, the employee shall be paid for all hours worked on the holiday and shall be credited with an additional day of vacation on the basis of eight (8) hours. If the holiday falls on an employee's scheduled day off, the employee shall be credited with an additional day of vacation on the basis of eight (8) straight time hours. Such day may then be scheduled by the employee as a substitute holiday in accordance with the provisions of 13.3 below or carried as part of the employee's vacation accumulation.
- (c) Regular Part-Time Employees. Regular part-time employees shall receive prorated holiday benefits.

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

13.4 Holiday Scheduling

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

13.5 Holiday During Sick Leave. When a regular employee is sick on a holiday, the employee shall receive sick leave pay, if eligible, and the substitute holiday with pay shall be scheduled in accordance with Section 13.3, Substitute Holiday Observance.

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

Section 14. VACATIONS

14.1 Vacation Time Earned

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

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

- (b) Waiting Period. Vacation may not be used during the first three (3) months of employment. However, an eligible employee shall accrue vacation from the date of hire.

14.2 Vacation Pay. Earned vacation pay will be paid to regular employees when taking time off at the employee's base salary rate in effect at the time the vacation is taken.

14.3 Vacation Time Taken. Whenever possible, consistent with patient needs, the preferences expressed by a regular employee for a particular vacation period will be given consideration.

- (a) Vacation Sign-Up. Between October 1 and November 1 of each year, employees will be asked to electronically submit their vacation requests for the upcoming year.
- (b) Vacation Preferences. On or before November 1 of any year, where partially or wholly conflicting dates are requested by two or more regular employees, seniority shall prevail. Thereafter an employee who has selected an available vacation period, during the sign up period, shall be protected in such choice even though an employee having greater seniority may later request the same dates. Requests made after November 1 shall be considered in the order of the request. The vacation list shall be posted by November 15.
- (c) Accumulated Holidays. Regular employees may sign up for accumulated holidays to be taken in conjunction with vacation. Regular employees must specify the holidays to be accumulated during their vacation sign-up period and must actually earn the holidays in accordance with Section 13.2 Eligibility for Holiday Pay.
- (d) Assigning Vacation Periods. The Employer reserves the right to assign vacation periods in accordance with Section 14.3 (f) to any regular employee who has made no request for a scheduled vacation prior to November 1 in any year.
- (e) Vacation Exchanges. Two or more regular employees may exchange vacation periods provided the approval of the employee's supervisor is secured in writing and provided no overtime or other premium pay results.
- (f) Maximum Accumulation. Earned vacation time may accumulate in an amount not to exceed two (2) times the regular employee's annual amount provided that at least one (1) week of earned vacation time with pay must be taken every year.
- (g) Minimum Vacation Usage. The minimum of vacation which may be taken at any one time shall be one (1) hour.
- (h) No Vacation Blackouts. The employer agrees not to automatically deny any vacation requests during any particular time of the year. It is understood that the granting of any vacation during the Christmas and/or New Year's holidays will reduce the number of employees who can be allowed to observe either Christmas or New Year's as scheduled holidays.

14.4 Holiday During Vacation. When a holiday, for which a regular employee is eligible for holiday pay, occurs while the employee is on vacation, that holiday will be paid for as a holiday rather than being charged against accumulated vacation.

14.5 Sick Leave During Vacation. Regular employees ill or injured during their vacation period may elect to substitute accrued sick leave (if any) for such illness or injury (if certified) for vacation time and pay and reschedule the balance of their vacation according to Section 14.3, Vacation Time Taken. Certification of such illness or injury is required by the Employer.

14.6 Serious Family Illness. If, under the provisions of Section 16. Leaves of Absence Without Pay, a regular employee is given time off to care for a seriously ill member of the family, the employee may use earned vacation pay for the period of the leave.

14.7 Recall to Work During Vacation Time. When a regular employee is recalled to work after having started a vacation period and before completing same, the vacation time so worked shall be rescheduled through mutual agreement.

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

Section 15. PAID SICK LEAVE

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

15.2 Accumulation

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

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

15.4 Employee Notice. An employee absent on sick leave shall notify the Employer of the employee's pending absence at least two (2) hours prior to the start of her/his shift. The return to work notice for employees shall not be later than 5:00 p.m. of the previous day. An employee not fulfilling the requirements of

this subsection will not receive sick leave pay. Employees who cannot give the Employer a specific return date shall keep the Employer apprised of their status on a regular basis at times established by the Employer.

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

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

15.7 Temporary Disability Insurance

- (a) TDI Plan. The Employer will provide a Temporary Disability Insurance Plan to all employees covered by this Agreement. Benefits will become payable immediately after employees exhaust their sick leave, but shall not commence before the eighth (8th) day of disability, and shall continue for twenty-six (26) weeks with a maximum of twenty-six (26) weeks in a benefit year. Employees shall receive fifty-eight percent (58%) of weekly earnings but not more than provided by the Hawaii Temporary Disability Insurance Law. The TDI plan shall be contributory for employees.
- (b) Pregnancy Related Disabilities. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be, for all job-related purposes, temporary disabilities. Employees must be certified by a physician or advanced practice registered nurse upon commencement and termination of disability.
- (c) Vacation Pay Integration. An employee may request vacation pay to be integrated with TDI benefits so that the employee receives the equivalent of regular pay for those days for which the employee is entitled to receive TDI payments. However, the employee will still be considered to be on TDI status and not on vacation status.

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

Section 16. LEAVES OF ABSENCE WITHOUT PAY

16.1 Family & Medical Leave & Medical Disability Leave

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

- (1) Initial Eligibility - After one (1) continuous year (12 months and at least 1,250 hours worked).
 - (2) Subsequent Eligibility - The employee must have worked 1,250 hours within the twelve (12) months preceding the first day of the leave.
 - (3) Purpose - For the care of a newborn or newly adopted child, family member's serious illness or the employee's own serious health condition (as provided in the Federal Family and Medical Leave Act) not to exceed twelve (12) weeks.
- (b) When Family & Medical Leave is taken for an employee's serious health condition, and the condition exceeds twelve (12) weeks, such employee shall be placed on a Medical Disability Leave in accordance with section 16.1(c), except the maximum allowable time off under such Medical Disability Leave shall be reduced by the length of time the employee spent on Family & Medical Leave. Employees taking Family & Medical Leave for their own serious health condition shall be required to take sick leave. If the leave is for reasons other than the employee's serious health condition, the employee shall be required to take accumulated vacation, to the extent available, for the duration of the leave. Employees who exhaust Family & Medical Leave for a reason other than their own serious health condition and who want additional time off must apply for Personal Leave in accordance with section 16.2(a), except the maximum allowable time off under such Personal Leave shall be reduced by the length of time the employee spent on Family & Medical Leave.
- (c) Medical Disability Leave. After completion of the probationary period or the exhaustion of Family & Medical Leave, not to exceed one (1) year from the date of disability. Medical Disability Leaves may be extended for up to one (1) additional year (total of twenty-four [24] months from the date of disability. The maximum time allowed shall be reduced by the length of time spent on Family & Medical Leave.) Employees who are on TDI or Workers' Compensation shall, upon exhaustion of Family & Medical Leave, be placed on a Medical Disability Leave, if eligible. Employees who are on Family & Medical Leave and/or Medical Disability Leaves for maternity-related disabilities and who want additional time off beyond their disability period must apply for Personal Leaves for the period of time exceeding the maximum time allowed on Family & Medical Leave. Additional time off under personal leave shall be in accordance with sections 16.2(a), except the maximum allowable time off under such Personal Leave shall be reduced by the length of time the employee spent on Family & Medical Leave.
- (1) If an employee takes a Medical Disability Leave, returns to work and returns to Medical Disability Leave within ninety (90) days, the leave is treated as one continuous leave subject to the maximum limit. If an employee takes a Medical Disability Leave, returns to work for a period of at least (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.

16.2 Personal, Educational, Emergency, and Union Business Leaves. An employee upon written request may be granted a leave of absence without pay for the reasons and maximums listed below:

- (a) Personal. After one (1) continuous year of employment (as defined in Section 12, Continuous Service Defined), not to exceed six (6) months for reasons not covered under Family & Medical Leave. Employees on Personal Leave shall be required to take their accumulated vacation but may save one (1) week.
- (b) Educational. After one (1) continuous year of employment (as defined in Section 12, Continuous Service Defined), for one (1) year or the length of the course's term (whichever is less) for courses related to their job, a higher rated job, or a course requirement in a program of study leading to a work-related certification, license or degree. When such a course is a Master's or B.S. program, the leave may be extended to two (2) years. An employee shall not be required to take accumulated vacation for educational leaves.
- (c) Emergency. After completion of thirty (30) calendar days of employment, not to exceed four (4) calendar weeks for reasons not covered under Family & Medical Leave. An employee shall not be required to take accumulated vacation for emergency leaves.
- (d) Union Business. After one (1) continuous year of employment (as defined in Section 12, Continuous Service Defined), not to exceed one (1) year; as long as the number of employees absent for union business does not impose an unreasonable burden on the employer. An employee shall not be required to take accumulated vacation for union business leaves.

16.3 Reinstatement From Leave

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

16.4 Benefits During Leave

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

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

16.6 Purpose of Leave. Employees granted leaves of absence shall utilize such leaves only for the purposes for which the leaves were approved, except that employees may apply for and be granted paid professional development leave during the time the employee is on an unpaid leave of absence, subject to the conditions of Section 20.2 Procedure (j). Employees who desire to work for the Employer on a part-time or call-in basis will be afforded the opportunity to do so (if such work is available) and shall retain their regular hourly rate of pay for such work. Employees who wish to perform work for other employers may do so only upon the approval of the Employer. Work for other employers may be approved as long as such work does not alter the basic purpose of the leave as originally approved by the Employer.

16.7 Military Leave. The Employer will grant military leave of absence to bargaining unit employees who must perform military service in accordance with the law.

Section 17. LEAVES OF ABSENCE WITH PAY

17.1 Bereavement Leave

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

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

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

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

17.2 Jury Duty

- (a) Any regular employee who serves on a federal or state jury shall receive the amount paid the employee by the government and the amount the employee would have earned had the employee worked. It is understood that the employee shall submit to the Employer a proper certificate from a court official indicating the time so spent.
- (b) Witness Duty. Any employee who is required to serve as a witness on behalf of the Employer in any judicial or arbitration proceeding shall have such time considered time worked and compensated for under the provisions of this Agreement.
- (c) Scheduling Beyond One (1) Week of Jury Duty. Due to the great variations in work schedules, it is impossible to cover every permutation of work schedules and jury duty. The intent of this provision is to allow employees to discharge their civic responsibilities without suffering loss of pay from what they would have earned absent the jury duty or

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

- (d) Evening Shift Employees. It is also understood that if evening shift employees serve on a jury on a workday but at a time outside of the employee's normally scheduled work shift and such service exceeds four (4) hours, the employee shall not be required to report to the employee's normally scheduled shift and will be paid in accordance with the provisions of the paragraph (a). Employees must, however, give the Employer as much advance notice as is given them in regards to the requirements of the jury service.

Section 18. HEALTH PLAN COVERAGE

18.1 Medical Plan

For 2020-2022, 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.

Effective January 1, 2023, active medical benefits shall be provided consistent with the terms in the National Agreement between Kaiser Permanente and the Alliance of Health Care Unions subject to the HNHP Transition Letter of Agreement – Home Health Unit.

(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 spouse, domestic partner/civil union partner, children under age 26, and children that qualify as eligible dependents.

(b) The Employer shall pay a percentage as indicated below of the monthly premium for medical plan coverage on behalf of participating employees.

	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
<i>Single</i>	100%	100%	100%	<u>100%</u>
<i>Double</i>	90%	90%	90%	<u>90%</u>
<i>Family</i>	90%	90%	90%	<u>90%</u>

Employees are required to pay the premium for Supplemental Medical coverage if elected.

18.2 Dental Plan.

For 2020-2022, refer to the terms of the National Agreement between Kaiser Permanente and The Coalition of Kaiser Permanente Unions, the relevant terms of which shall apply and provide further information regarding Dental Plan coverage.

Effective January 1, 2023, active dental benefits shall be provided consistent with the terms in the National Agreement between Kaiser Permanente and the Alliance of Health Care Unions subject to the HNHP Transition Letter of Agreement – Home Health Unit.

The Employer shall provide the Hawaii Dental Service (100% basic coverage 80% - 20% coverage on all other services, with a \$1,500 annual maximum and \$1500 lifetime maximum for child orthodontia) 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

18.3 Right to Change Medical and Dental Plans. The Employer retains the right, during the life of this agreement, to change medical and dental plans as long as such change does not result in a reduction of overall benefits to the employees and does not result in any increased cost to the employees over the present plan. Prior to implementing such a change, the Employer shall notify the Union sixty (60) days in advance and inform the Union of the contemplated changes in order to allow the Union to inspect the new plan to insure that the overall benefits to the employees are being maintained. In the event the Union can substantiate that the new plan is not equal to or better than the present plan on an overall benefit basis, the Union shall have the right, within sixty (60) days of being informed of the Employer's plan to change the medical and/or dental plans, to demand arbitration in accordance with the provisions of Section 28.2, Step 4 (Arbitration). In the event the Union requests arbitration, the Employer shall delay any implementation until receiving the arbitrator's decision.

18.4 Eligibility. Medical and Dental Plan coverage shall apply to all regular full-time and regular part-time employees who elect such coverage.

Section 19. GROUP LIFE INSURANCE AND TOTAL & PERMANENT DISABILITY INSURANCE

For 2020-2022, 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 Group Life Insurance and Total & Permanent Disability Insurance.

Effective January 1, 2023, Group Life Insurance and Total & Permanent Disability Insurance shall be provided consistent with the terms in the National Agreement between Kaiser Permanente and the Alliance of Health Care Unions subject to the HNHP Transition Letter of Agreement – Home Health Unit.

19.1 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.

19.2 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 \$180.00 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."

Section 20. EDUCATIONAL AND PROFESSIONAL IMPROVEMENT

20.1 Eligibility

- (a) After one (1) year of continuous employment in the bargaining unit, regular full-time and regular part-time employees are entitled to five (5) days of paid professional development leave during each year of employment. The educational days shall be administered and granted on a calendar year basis. For regular full-time, regular part-time and part-time employees, the five (5) days of professional development leave shall be paid on the employee's regularly scheduled hours for those days not to exceed eight (8) hours.

20.2 Procedure

- (a) Requests. Professional development leave must be requested through the electronic system currently in place, at least two (2) weeks in advance. Each applicant shall be notified as to the approval or disapproval via the electronic system in place of the professional development leave.
- (b) Covered Activities. The educational activity must be practice-related. It is understood that activities including conducting nursing research and presenting research findings or papers and other speaking engagements at professional conferences shall be encompassed within approved educational activities under this Section.
- (c) Minimum Length. The educational activity must be scheduled for at least four (4) hours in order to be approved for professional development leave.
- (d) Approval. The educational activity must be approved by management.
- (e) Scheduling. Each day of professional development leave must be taken at one time (professional development leave cannot be taken in increments of hours). For programs overlapping with an employee's regularly scheduled shift and lasting less than eight (8) hours, the employee may be scheduled to report for the remainder of his/her shift less the length of time spent at the program and reasonable travel time and meal period, provided that at least four (4) hours remain in the employee's shift.
- (f) Professional development leave will be considered the same as time worked.
- (g) Professional development leave will be granted for approved educational activities as requested whenever possible, consistent with operating requirements.
- (h) Carry-Overs. Professional development leave is not accrued from year to year.

- (i) Documentation. The employee is required to provide appropriate documentation of attendance at the approved educational activity.
- (j) Leaves of Absence. Employees on unpaid leaves of absence may apply and be granted professional development leave in accordance with the provisions of this Section. Such employees must return to work at the end of their unpaid leave and work thirty (30) calendar days prior to applying for payment of the professional development leave. Employees receiving TDI or Workers' Compensation benefits may integrate paid professional development leave to supplement TDI or Workers' Compensation benefits so that the employee receives the equivalent of their daily regular pay for approved paid professional development leave days; such employees, however, will continue to be considered on a medical leave of absence.

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

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

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

The Employer intends and shall to the extent possible provide training, time, and materials to meet mandatory certification requirements and/or re-certification requirements. In the event the Employer arranges the training to be provided off-site rather than in-house, the Employer will pay training fees and time. The Employer will not pay training fees or time when the training is offered in-house and the employee elects to attend an outside program.

Section 21. TUITION REIMBURSEMENT

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

21.2 Eligibility

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

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

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

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.

Employees need to make travel arrangements per protocol. Request for reimbursement shall be done via completion of both a Tuition Reimbursement form (available on MyHR) and an Expense Account form. These forms shall be accompanied by applicable receipts.

Supplies required for study are not included as eligible charges.

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

- (1) Where grades are issued, reimbursement will be paid only subsequent to attaining a passing grade for the course or examination.
- (2) Receipts must be presented for reimbursement.
- (3) 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 \$800.00 for travel, room/lodging expenses (excluding meals) for eligible charges as stated in 21.1(b)(1).

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

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

21.3 Procedure

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

- (1) The Application shall include a description of the course/program/examination, the cost and dates of the course/program/ examination and any other pertinent information.
 - (2) The Application shall be submitted and approved before completion of the course/program examination.
 - (3) The Application shall include a statement that the employee authorizes the deduction of a prorated amount of any tuition reimbursement paid, should the requirement of continuing employment for at least one (1) year after completion of the course/program/examination not be met.
- (b) The employee shall be advised of approval or non-approval in writing within two (2) weeks of submission.

Section 22. RETIREMENT PLANS

22.1 PLANS/COVERAGES

- (a) Pension Plan. The Employer shall provide a pension plan with a 1.45% multiplier. The details of such plan shall be outlined in the summary plan document.
- (b) 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.
- (c) Tax Sheltered Annuity (TSA). The Employer shall provide a 403(b) Plan. The Plan will include a fifty percent (50%) match on up to two percent (2%) of gross pay. The Employer will provide a performance-based contribution to the 403(b) plan, if the applicable performance requirements are satisfied.
- (d) Sick Leave and Health Reimbursement Account (SL-HRA): An employee who has fifteen (15) years of Service and is eligible for retirement is eligible for a Sick Leave Healthcare Reimbursement Account (SL-HRA). Eighty percent (80%) of unused Sick Leave bank hours accrued after January 1, 2011 that remain at the time of an employee's retirement will be credited to an unfunded SL-HRA at the employee's base wage rate provided the initial SL-HRA amount is \$100 or more. The SL-HRA may be used for reimbursement of expenses for medical care as defined in Section 213 of the Internal Revenue Code (IRC) and as provided by the governing plan documents. Sick Leave hours that are accrued and unused at termination that are not eligible for SL-HRA will be forfeited.
- (e) Retiree Medical Coverage.

The Retiree Medical Coverage will be in accordance with the relevant terms contained in the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions, until 12/31/2021. Effective January 1, 2022, shall be provided

consistent with the term in the National Agreement between Kaiser Permanente and the Alliance of Health Care Unions subject to the HNHP Transition Letter of Agreement – Home Health Unit.

Section 23. SENIORITY

23.1 Probationary Period. A probationary period shall be established for all employees. The probationary period shall be six (6) months for all employees. During the probationary period the principle of seniority shall not apply and such employees may be terminated without recourse to the grievance procedure. One extension of the probationary period shall be allowed provided that the Employer notifies the Union for said extension. An employee who takes emergency leave during the probationary period shall have the probationary period automatically extended for a period equivalent to the duration of the leave.

23.2 Seniority

- (a) Seniority Defined. Bargaining unit seniority shall begin from the date of last continuous covered employment as a Home Care Department RN by the Employer on Oahu.
- (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.

23.3 Layoff and Recall From Layoff

- (a) Definition of Layoff
 - (1) Extended Layoff. A reduction of work opportunity from regular full-time and regular part-time employee's regular work schedule which at the time of layoff is not expected to exceed ninety (90) calendar days in duration.
 - (2) Permanent Layoff. A complete elimination of work opportunity when, at the time of layoff, there is no reasonable expectation of being recalled in the future. Extended layoffs which result in a complete elimination of work opportunity shall be deemed to be permanent when such layoff exceeds one hundred eighty (180) calendar days.
- (b) Layoff Procedure
 - (1) Extended Layoff. In the event of an extended layoff, the Employer will first seek volunteers to reduce staffing. Such volunteers may take earned vacation or unpaid leaves of absence at the employee's choice. In the absence of sufficient volunteers, employees shall be laid off in accordance with the following.

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

[b] Displacement of Employees. Employees laid off from a position shall have the right to displace the position occupied by the least senior employee for which the employee is qualified in the bargaining unit.

(2) Permanent Layoff

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

[b] Displacement of Employees. An employee who is displaced from her/his position due to a permanent layoff shall have the right to displace the least senior employee within the bargaining unit provided she is qualified to perform the duties of the position.

(c) Notification Requirement

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

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

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

(d) Recall From Layoff

(1) Recall Order. In making recall from layoff, employees shall be recalled in reverse order of layoff, i.e., the last laid off shall be the first one recalled, provided that the recall occurs within six (6) months of the permanent layoff, the recalled employees are qualified for the position, and can satisfactorily perform the work required. In the event a recalled employee is not qualified for the position to which she is recalled,

the employee shall retain her/his position on the recall roster until recalled to a position for which she is qualified.

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

23.4 Promotions and Transfers

- (a) Promotions. Preference for promotion to all bargaining unit vacancies of higher classification and newly created positions shall be given to present qualified employees. Present 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.
- (b) Transfers. The Employer shall also notify employees of all other 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.
- (c) Vacant Positions. Notwithstanding the posting provisions provided in paragraphs (a) and (b) above, present employees may continue to apply for vacant positions after the close of the posting until someone has been selected for the vacancy; however, such employees will not receive any special consideration over outside applicants. A list of vacant positions will be posted by the Employer electronically.
- (d) Temporary Vacancies. Temporary vacancies which are expected to exceed ninety (90) calendar days shall be posted and filled in accordance with the provisions of (b) above. The posting notice shall specify that the temporary position has no guarantee of duration nor does the employee have any guarantee of return to the employee's former position once the temporary position is finished. Employees who transfer into such temporary positions shall maintain their seniority.

23.5 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 two (2) 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 two (2) 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). After the two (2) year period if the employee transfers back into the bargaining unit, the employee shall be treated as a new hire for the purpose of bargaining unit seniority. This subsection shall not apply to employees who transfer to call-in status.

Section 24. RESIGNATION NOTICE

Each employee shall give the Employer at least thirty (30) calendar days' written notice before the date of resignation. The resigning employee shall be paid accrued vacation providing the employee has twelve (12) months of continuous service. If the employee fails to give such notice, the Employer may decline to pay the employee for accrued vacation benefits. This notice requirement may be waived or reduced by mutual agreement between the Employer and the employee when extenuating circumstances exist.

Section 25. CORRECTIVE ACTION AND DISCHARGE

- 25.1 (a) Just Cause. Employees shall be subject to corrective action or discharge by the Employer for just and sufficient cause
- (b) Corrective Action Procedure. The Corrective Action procedure is a method to try and resolve performance and behavior issues in a nonpunitive manner. The goal is to jointly resolve the issues.
- (1) Joint Discovery. Joint discovery must be completed before corrective action can be given to an employee.
- (2) Corrective Action includes five (5) levels:
- [a] Level 1 — Initial Discussion (not disciplinary)
 - [b] Level 2 — Developmental Action (not disciplinary)
 - [c] Level 3 — Corrective Action Plan (formal discipline)
 - [d] Level 4 — Last Chance Agreement (formal discipline)
 - [e] Level 5 — Termination (formal discipline)
- (3) Employee may file a grievance at any level of the procedure.

In the event of a conflict between the Principles of Responsibility and Policies and the provisions of this Agreement, the Agreement shall prevail.

- (c) Employer Policies. If an employee is disciplined for a violation of any of the Employer's Principles of Responsibility (POR) and/or policies, the employee has the right to be given a copy of the POR and/or applicable policy.
- (d) Union Representation. The Employer recognizes the right of an employee to a Union representative for joint discovery and corrective action.

- (e) Investigatory Suspensions. In situations where management determines removal of an employee is warranted due to the nature of the reported incident or allegation, such employee shall be placed on a paid investigatory suspension.

Section 26. PERSONNEL INFORMATION

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

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

Section 27. UNION REPRESENTATIVES

27.1 The Union will notify the Employer of appointed unit stewards. The stewards shall have seniority only for layoff over all other employees in the respective work unit.

27.2 Handling Grievances

- (a) Each shop steward shall represent employees in the bargaining unit and may assist those employees in the handling of grievances.
- (b) The steward shall not interfere with the management of the Employer's operation or direct the work of any employee. The Unit Steward may assist other representatives in the handling of grievances.

27.3 Time For Negotiations. Employees who are members of the Negotiating Committee for the Union shall have their schedules adjusted to allow them to participate in negotiations, subject to patient care requirements.

Section 28. NO STRIKES, LOCKOUTS, WORK STOPPAGES

28.1 No Strikes, Lockouts, Work Stoppages. The Employer and the Union realize that because of its service rendered to the community and for humanitarian reasons and agree that there shall be no lockouts nor suspension of work on the part of the Employer, nor suspension of work on the part of the employees, it being

one of the purposes of this Agreement to guarantee that there will be no picketing of the Employer, no strikes, lockouts, work stoppages, sympathy strikes or slowdowns.

Section 29. GRIEVANCE PROCEDURE

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

- (a) The Employer and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of grievances and agree that most disputes can be solved through oral discussion.
- (b) Procedure. When an employee covered by this Agreement, or the Union believes that the Employer has violated the express terms and provisions of this Agreement and that by reason of such violation one of the employee's or the Union's rights under the Agreement has been adversely affected, the affected party shall be required to follow the procedure hereinafter set forth in presenting the grievance. (Grievances dealing with discharge cases shall commence at Step 3 by presenting the grievance, in writing, to the Human Resources V.P. (or the designated representative) within seven (7) calendar days.) In such cases where grievances are not resolved by informal means, the following shall apply. A Class Action grievance filed on behalf of all bargaining unit employees in an affected unit or department shall commence at Step 1. A Class Action grievance filed on behalf of all bargaining unit employees or all bargaining unit employees within a particular entity (i.e. Kaiser Foundation Hospital or Kaiser Foundation Health Plan, Inc.) shall commence at Step 3.
- (c) Waiver of Steps. By mutual written agreement, certain steps may be waived.
- (d) Time Limits. If at any step the time limits of the grievance procedure are not met by the Employer, the grievance shall proceed to the next step. If at any step the time limits of the grievance procedure are not met by the grieving party, the grievance shall be considered dropped. Where an extension of the time limits at any step is desired by either party, it must be requested in writing and shall stipulate the period of time extension needed which shall be of reasonably short duration.

Written grievances shall contain all relevant information, such as: grievant's name(s) department, job title, date of alleged violations, steward name, date of the grievance and sections of the contract provision(s) allegedly violated.

- (e) Step 1 - The employee or the Union Representative shall within 14 calendar days of the Union's receipt of a Corrective Action or any alleged breach of the terms and conditions of this agreement, complete and sign a written grievance, and present the written grievance to the immediate supervisor under whom the employee worked at the time the grievance occurred, with a copy to Human Resources. A grievance meeting shall be

held within fourteen (14) calendar days of the initial grievance filing. Management shall provide a written response to the grievant within seven (7) calendar days of the Step 1 hearing.

- (f) Step 2 - If the grievance is not adjusted at Step 1, then the grievant, may present the grievance, in writing, to the Department Head within seven (7) calendar days after receipt of the Step 1 response, with a copy to Human Resources. A grievance meeting shall be held within fourteen (14) calendar days of the grievance filing. Management shall provide the grievant with a written reply within seven (7) calendar days of the Step 2 hearing.
- (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.
- (h) Step 4 - (Arbitration) If the grievance is not adjusted at Step 3, the Union shall notify the Employer in writing of the intent to submit the grievance to arbitration within fourteen (14) calendar days (excluding weekends and holidays). A grievance at the fourth step shall be submitted to an arbitrator who shall be chosen from a panel of arbitrators to be selected as follows: two panel members designated by the employer, two panel members designated by the union, the final panel member jointly agreed upon by the parties. The panel shall be selected on a case-by-case basis or by mutual agreement of the parties. Within seven (7) calendar days the parties shall by agreement or a flip of a coin decide the first choice to alternately strike names from the list and shall continue on that day until one name remains. The one remaining will serve as arbitrator in the case.
- (i) Arbitrator Decisions. All decisions of the arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. The arbitrator shall convene the arbitration hearing as soon as possible after being selected. The complainant in every hearing before the arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed at every hearing, but the arbitrator need not follow the technical rules of evidence prevailing in a court of law or equity. The arbitrator shall make a decision in the light of the whole record and shall decide the case upon the weight of all substantial evidence presented. If briefs or memoranda are to be submitted after the close of the hearing, such briefs or memoranda shall be submitted no later than three (3) weeks from the receipt of the transcripts; replying briefs or memoranda, if any, shall be submitted no later than one (1) week from the submission of the closing briefs or memoranda. In conducting the hearing, the arbitrator shall allow only such postponements as are absolutely essential in the proper presentation of the case unless extensions are mutually agreed upon by both parties. The arbitrator shall render a decision no later than thirty (30) calendar days from the adjournment of the hearing or submission of briefs or memoranda, whichever is later. All decisions of the

arbitrator under this section including decisions following informal hearings shall be final and binding upon the parties.

- (j) Informal Hearings. The parties may by mutual agreement request the arbitrator to conduct an informal hearing. Informal hearings shall be conducted without reporters or transcriptions. There shall be no briefs filed by either party. The arbitrator shall issue a decision within twenty-one (21) calendar days from the adjournment of the hearing. The decision of the arbitrator shall be limited to a written statement of the arbitrator's conclusion setting forth briefly the factual basis for the decision.
- (k) Remedies and Decisions. The retroactive application of any remedy of the arbitrator shall be limited to sixty (60) days from the time the grievance was filed. In any case of discipline where the arbitrator finds that such discipline was without cause or improper, the arbitrator may set aside, reduce or modify the action taken by the Employer. If the discipline is set aside, reduced or otherwise changed, the arbitrator may award back pay to compensate the employee wholly or partially for any wages lost because of the discipline. In determining the amount of award for back pay, the arbitrator shall deduct from the award sums received from unemployment compensation and other compensation received while the discipline was in effect. All decisions of the arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties. The arbitrator shall receive for services such remuneration as shall be acceptable to the arbitrator and agreed upon by the parties. All fees and expenses of the arbitrator shall be borne equally by the Union and the Employer. Each party shall bear the expenses of the presentation of its own case.
- (i) Mutually Agreed Upon Mediation. The Employer and the Union may agree to use the services of the Federal Mediation and Conciliation Service (FMCS) in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing, selection and processing of an arbitration submission.

Section 30. HEALTH AND SAFETY

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

- (a) The employer will maintain reasonable conditions of safety, health and sanitation by observing all applicable Federal and State health and safety laws, regulations, and standards including the Hazard Communication Standard (Right-To-Know-Standard), including initial, new hire and ongoing training, monitoring and recordkeeping requirements. Where a dispute of hazardous conditions arises, the Safety Officer's professional ruling shall prevail until the grievance procedure is completed.

- (b) All health, workplace safety, and equipment that are deemed necessary for a particular job, as indicated in the job description or departmental protocols, shall be furnished to the employee.
- (c) Safety Governance Council and the Workplace Safety Council. The union shall provide copies of the minutes of each meeting to the union steward. Any Council member shall be entitled to submit agenda items for Council meetings.

Section 31. NURSING PRACTICE

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

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

Section 32. DOCUMENT CONTAINS ENTIRE AGREEMENT

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

Section 33. SAVING CLAUSE

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

Section 34. MODIFICATION OF AGREEMENT

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

Section 35. DURATION OF AGREEMENT

34.1 Duration. This Agreement shall remain in full force and effect from October 1, 2021, to and including September 30, 2025. It shall be deemed renewed thereafter from year to year unless either party gives written notice to the other party of its desire to amend or terminate the same. Such written notice shall be given at

least ninety (90) calendar days and not more than one hundred five (105) calendar days prior to the last day of its original term or the last day of any yearly extended term, as the case may be. Desired modifications, if any, shall be specified in the written notice. If the aforesaid notice of termination or modification is served by either party, this Agreement terminates upon the expiration of its original term or its yearly extended term.

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

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this Agreement on the 14th day of December 2021, at Honolulu, Hawaii.

KAISER FOUNDATION HOSPITALS and
KAISER FOUNDATION HEALTH PLAN, INC.

HAWAII NURSES AND HEALTHCARE
PROFESSIONALS

/S/ Roxanne Tejada

/S/Terilyn Carvalho Luke

Roxanne Tejada

Terilyn Carvalho Luke

/S/Julie K. Miller-Phipps

/S/Karen Miller

Julie K. Miller-Phipps

Karen Miller

/S/Greg K. Christian

/S/Cheyenne Chong

Greg K. Christian

Cheyenne Chong

/S/Frank Hurtarte

/S/Gianna Navarro

Frank Hurtarte

Gianna Navarro

/S/Richard D. Rosas

Richard D. Rosas

/S/Shawn E. Marsh

Shawn E. Marsh

EXHIBIT "A"

WAGES

Applies to all Registered Nurses in the Kaiser Home Health Bargaining Unit.

	Effective <u>10/2021</u>	Effective <u>10/2022</u>	Effective <u>10/2023</u>	Effective <u>10/2024</u>
Monthly Salary*	\$11,006.58	\$11,337.73	\$11,564.80	\$11,797.07

- Based on 1 FTE x 2080 hours/12 months
- All rates reflect \$0.09 reduction for LMP Fund contribution.

Note: The compensation for Regular Part-Time employees shall be prorated based on the above salary rates for full time equivalent (FTE) employees.

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.

Required Payments: I understand that, like all Union members (full-time, part-time, or otherwise) must satisfy the above dues payment requirement for every month during which I am employed by Employer, even if I do 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 Employer misses required deductions from any of my paychecks, I authorize Employer to make all needed catch-up deductions in subsequent payroll period(s).

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

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

Hire Date	Employee's Signature	Date
Address	Date of Birth	
Email	<u>EMP ID#</u>	
Phone		

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

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

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

Check One Fund

- AMERICAN HEART ASSOCIATION
- LUPUS FOUNDATION OF AMERICA
- THE SUSAN G. KOMEN BREAST CANCER FOUNDATION
- AMERICAN CANCER SOCIETY
- MUSCULAR DYSTROPHY ASSOCIATION
- MAKE A WISH OF HAWAII INC.
- LIFE FOUNDATION

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

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

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

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

Hire Date	Employee's Signature	Date
Address	Date of Birth	
Email	EMP ID#	
Phone		

LETTER OF AGREEMENT 1

October 1, 2021

Ms. Terilyn Carvalho Luke
Interim President
Hawaii Nurses and Healthcare Professionals
PO Box 1975
Aiea, HI 96701

Re: Letter of Understanding – Assignments Based on Geography/Zip Code

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

Employees in the Kaiser Oahu Home Care Department are assigned patients based on geographical assignments — dividing the island by zip code. Therefore, employees' patient census fluctuates from time to time creating periods of high and low patient count. The Kaiser Oahu Home Care Department has allowed employees to self schedule their home visits and to manage the needs of their patients as long as patient care requirements are met.

It is the intent of the Employer to continue to provide the employees with flexible working hours during their scheduled work week; in other words, there is no specific start and end time during the work day. However, should future operational needs of the Department require changes to the employees' hours of work; the Employer shall notify the Union of its desire to meet to negotiate such changes prior to implementation.

Very truly yours,

KAISER FOUNDATION HOSPITALS and
KAISER FOUNDATION HEALTH PLAN, INC.

By ___/S/Roxanne Tejada_____

Roxanne Tejada
Labor Relations Consultant V

Agreed:

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By ___/S/Terilyn Carvalho Luke_____

Terilyn Carvalho Luke
Interim President

LETTER OF AGREEMENT 2

October 1, 2021

Ms. Terilyn Carvalho Luke
Interim President
Hawaii Nurses and Healthcare Professionals
PO Box 1975
Aiea, HI 96701

Re: Letter of Understanding – Workload and/or Potential Unsafe Conditions

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

In the event an employee's patient census increases and the employee believes it has created a workload problem and/or potential unsafe condition for the patients, the employee shall notify his/her supervisor immediately to intervene and arrive at a viable solution.

If requested by the employee, a meeting to discuss the employee's concerns shall be scheduled within a reasonable period of time (no later than ten [10] calendar days) by the Employer. Upon request, the supervisor shall provide a written summary of the discussion and solution, if any, to the employee and union.

Very truly yours,

KAISER FOUNDATION HOSPITALS and
KAISER FOUNDATION HEALTH PLAN, INC.

By___/S/Roxanne Tejada_____

Roxanne Tejada

Labor Relations Consultant V

Agreed:

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By___/S/Terilyn Carvalho Luke_____

Terilyn Carvalho Luke

Interim President

LETTER OF AGREEMENT 3

October 1, 2021

Ms. Terilyn Carvalho Luke
Interim President
Hawaii Nurses and Healthcare Professionals
PO Box 1975
Aiea, HI 96701

Re: Letter of Understanding – Paid-Time Off Program

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

Should the Employer develop a paid-time off program during the period of this agreement, the parties have agreed to discuss such and if mutually agreed to, the agreement may be open solely for the purpose of amending the time off provisions as appropriate. All other provisions of the contract will remain closed and in effect.

Very truly yours,

KAISER FOUNDATION HOSPITALS and
KAISER FOUNDATION HEALTH PLAN, INC.

By____/S/Roxanne Tejada_____
Roxanne Tejada
Labor Relations Consultant V

Agreed:

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By____/S/Terilyn Carvalho Luke_____
Terilyn Carvalho Luke
Interim President

LETTER OF AGREEMENT 4

October 1, 2021

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 the Association all pertinent data, financial and otherwise. In the event of such re-opening and failure to agree, the parties shall be free to strike or lockout but solely on the question of wages and/or benefits. Otherwise, all provisions of Subsection 29.1 No Strike, Lockouts, Work Stoppages, shall remain in full force and effect.

Very truly yours,

KAISER FOUNDATION HOSPITALS and
KAISER FOUNDATION HEALTH PLAN, INC.

By____/S/Roxanne Tejada_____
Roxanne Tejada
Labor Relations Consultant V

Agreed:

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By___/S/Terilyn Carvalho Luke_____
Terilyn Carvalho Luke
Interim President

LETTER OF AGREEMENT 5

HNHP Transition Letter of Agreement – Home Health Bargaining Unit

Hawaii Nurses and Healthcare Professionals AND Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc.

Pursuant to the Hawaii Nurses and Healthcare Professionals' ("HNHP") membership in the Alliance of Health Care Unions ("AHCU") and their acceptance into the KP Labor Management Partnership ("LMP"), Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc. (individually and collectively "Kaiser" or the "Employer") in the Hawaii market and HNHP agree that they will transition and adopt specific terms, conditions and other elements of the 2021-2025 National Agreement between the AHCU and Kaiser, and any subsequent national bargaining agreements between the AHCU and Kaiser.

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

Effective as soon as administratively possible following the conclusion of HNHP's local collective bargaining agreement negotiations and ratification of the 2021 Alliance National Agreement, unless otherwise identified:

- The following provisions of Sections One and Three, and their respective exhibits in Section Four:
 - Sections 1.A. through 1.N.,
 - Section 3, and
 - Section 4 Exhibits, where applicable to HNHP
- Section 2.A.2. - Performance Sharing
 - HNHP to participate in PSP goal setting in the fall of 2021 in preparation for transition to, adoption of, and participation in the terms of AHCU's PSP plan, effective January 1, 2022

NOTE: If as a consequence of 2021 National Agreement bargaining between the parties, the section numbers outlined above change, the section numbers above shall be modified accordingly.

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

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

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

KAISER FOUNDATION HOSPITALS and
KAISER FOUNDATION HEALTH PLAN, INC.

By____/S/Roxanne Tejada_____
Roxanne Tejada
Labor Relations Consultant V

HAWAII NURSES AND HEALTHCARE PROFESSIONALS

By____/S/Terilyn Carvalho Luke_____
Terilyn Carvalho Luke
Interim President

