

A G R E E M E N T

Between

**The
Kaiser Foundation Health
Plan of Ohio**

and the

Ohio Nurses Association

(Medical Office Unit)

October 1, 2005
to
September 30, 2010

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National Labor Management Agreement (Under separate cover)

AGREEMENT

THIS AGREEMENT is made and entered into this first day of October 1, 2005 by and between the OHIO NURSES ASSOCIATION (hereinafter referred to as “the Association” or “ONA”) and the KAISER FOUNDATION HEALTH PLAN OF OHIO (hereinafter referred to as “the Employer” or “KFHP”).

PREAMBLE

WHEREAS, the Parties hereto desire to establish wages, hours and other terms and conditions of employment for the nurses specifically covered by this Agreement and to provide methods for the fair and peaceable adjustment of all disputes that may arise. Now, therefore, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

EMPLOYER EMPLOYEE RELATIONS

ARTICLE 1 RECOGNITION

Section 1. ONA as Exclusive Representative. The Employer recognizes the Association as the exclusive bargaining representative of the employees expressly covered by this Agreement.

Section 2. Included in the Bargaining Unit. This Agreement covers registered nurses who regularly perform general staff nursing functions at the Employer’s medical offices located in the state of Ohio and are regularly scheduled to work twenty (20) or more hours per week. This Agreement also covers the Diabetic Educator(s) only who are employed by KFHP.

Section 3. Excluded From the Bargaining Unit. This Agreement specifically excludes all other classifications of registered nurses employed at the aforesaid medical offices including nurses engaged primarily in medical research and/or educational programs, nurses predominantly performing administrative functions, and supervisory nurses who have the authority to hire, promote, discipline, discharge or otherwise change status, or who may effectively recommend such action and all other employees. Current recognition of other bargaining units at existing facilities remains unchanged as of October 1, 2005.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Management Rights Clause. The Association recognizes and agrees that, except as otherwise expressly limited in this Agreement, it is the exclusive function of the Employer:

- (a) to maintain order, discipline, and efficiency of operations and to generally operate the facilities and its patient care, training and research functions;

- (b) to hire, direct, classify, assign, transfer, evaluate, promote, demote and lay off nurses;
- (c) to suspend, discipline or discharge nurses for just cause, provided that a claim by a nurse that she has been demoted, suspended, disciplined or discharged without just cause may be made subject to the grievance procedures and dealt with as hereinafter provided;
- (d) to determine the classifications, size and duties of the workforce;
- (e) to determine work methods, standards, materials and equipment;
- (f) to determine staffing patterns, shifts and overtime requirements;
- (g) to assign and allocate work within and between departments;
- (h) to determine what duties constitute nursing functions, to assign non-nursing functions to employees other than those covered by this Agreement;
- (i) to reorganize, discontinue or enlarge any departments or portions thereof; to determine or change the methods and means by which its operations are to be carried on; and
- (j) to otherwise generally carry out all other ordinary and customary functions of management.

Section 2. Reasonable Work Rules. The Employer also has the right to make and alter, from time to time, reasonable rules and regulations to be observed by the nurses.

It is expressly understood that a breach of any such rules or regulations shall be deemed to be sufficient grounds for discipline through the Corrective Action process, provided that the nurse may avail herself of the Issue Resolution process and/or the grievance procedure contained in this Agreement. In such cases the power of the arbitrator shall be strictly limited to determining:

- (a) the reasonableness of the rules or regulations as applied in the light of a medical office environment, needs, purposes and functions; and
- (b) whether discipline was issued for just cause.

Section 3. Direct Orders or Instructions. Without limiting the foregoing or any other provision of this Article, it is agreed that the Employer's operations require the prompt carrying out of all orders, directions and instructions issued, from time to time, by immediate supervisors or other supervisory or managerial personnel which do not endanger the health or safety of nurses or patients. It is expressly understood that the refusal to carry out any such orders, directions and instructions shall be deemed to be sufficient cause for discipline through the Corrective Action process provided that the nurse may avail herself of the Issue Resolution process and/or the grievance procedure. In such cases the power of the arbitrator shall be strictly limited to:

- (a) determining whether such order, direction or instruction endangered the health or safety of nurses or patients; and
- (b) determining whether discipline was issued for just cause.

Section 4. Full Cooperation of Association. The Association undertakes for itself, its agents, representatives and members to cooperate fully with the Employer in the exercise of the management rights herein before specified in this Article and elsewhere in this Agreement.

Section 5. Exceptions to the Exercise of Management Rights. The Association agrees that all the historical and traditional rights of management to operate and conduct the facilities designated herein are specifically reserved and retained by the Employer, except as they may be expressly limited or abridged by this Agreement or operation of law.

Section 6. Compliance With Ohio Laws. Nothing is intended in the Article to compel any nurse to commit any act contrary to the laws of the State of Ohio.

ARTICLE 3

MEMBERSHIP – DUES/SERVICE FEE DEDUCTION – ONA ACTIVITY

Section 1. Membership As A Condition of Employment. The Employer agrees that all nurses covered by this Agreement shall, as a condition of employment, thirty (30) days from the effective date of this Agreement either become and remain members of the Association and its affiliate, the Kaiser Medical Office Local Unit, or pay a service fee for the term of this Agreement.

Section 2. Membership For Nurses Hired After Effective Date of Agreement. The Employer further agrees that all new nurses hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty (30) days from their date of employment either become and remain members of the Association affiliate, the Kaiser Medical Office Local Unit, or pay a service fee for the term of this Agreement.

Monthly Report and Yearly Master List. Once each month the Employer shall provide the Association Unit Representative and the Association the names and addresses and social security number of newly employed or terminated nurses. The Employer will provide a yearly master list of all nurses covered by this Agreement on each anniversary date of this Agreement showing the address, telephone number (provided that the nurses furnish the Human Resources Department written authorization to release their telephone numbers and addresses to the Association), rate of pay, social security number, seniority date, and the facility where employed.

Hires, Transfers, and Terminations. When a nurse is hired or transfers to a position covered by this Agreement, or when the nurse terminates employment, the Employer shall notify the Association Unit Representative in writing at the time of the occurrence via the Employee Information Form (EIF).

Section 3. Dues Deduction. The Employer shall deduct periodic Association and Union dues from the monthly compensation of nurses who have completed thirty (30) days of employment. Membership assessments and dues include American Nurses Association fee, Ohio Nurses Association fee, district fee (i.e., Greater Cleveland Nurses Association), and local unit fee (i.e., Kaiser Medical Offices Local Unit). ONA Bylaws state that a nurse must either live or work in her district; upon hire, a nurse shall indicate her choice of district if such a choice is available (i.e., the nurse resides in a different district than her place of employment). If no choice is indicated or available, the district will be that of the nurse's place of employment.

Payroll deduction of dues will be effective November 1, 2001 for all new hires and transfers. New hires and transfers will sign and present to the Employer written authorization for such deductions at the time of their employment start date. Payroll deduction of dues will be effective January 1, 2002 for all current bargaining unit members. Bargaining unit members will sign and present to the Employer written authorization for such deductions prior to January 1, 2002. The authorization for deductions shall be on forms agreed to by the Employer and the Association.

The Employer agrees to present to each nurse, at employment, a copy of this Agreement, an Authorization Form for Dues or Service Fee Deduction, and an Association Membership Form.

Section 4. No Dues Collection If Earnings Shortfall. In the event the monthly earnings of any nurse covered by this Agreement is less than the amount authorized to be deducted, the Employer shall not be obligated to make the deduction for such period in succeeding months, it being understood that the Association will arrange the collection of dues for any such month or months directly with the nurse.

Section 5. Cessation of Dues Deduction. The Employer's obligation to make any deductions required by this article shall automatically cease upon the termination of the employment of any nurse who made such authorization, or upon the transfer of any nurse to a position not covered by this Agreement.

Section 6. Indemnification By ONA. The Association agrees to indemnify and save the Employer harmless from and against any suits, claims, demands, liabilities, costs or expenses which may be incurred by or imposed upon the Employer by reason of any action taken by the Employer under this Article at the request or direction of a representative of the Association or taken by the Employer for the purpose of complying with any provision of this Article.

Section 7. Seniority List. The Employer will provide seniority dates in the monthly list of all nurses covered by this Agreement. An audit of seniority dates is to be conducted jointly by a representative of the Employer and a representative of ONA.

Section 8. Access of Association Representative. Representatives of the Association desiring to discuss matters of contract administration with the Employer or the Employer's authorized designee, which requires a visit to a health center, shall make prior arrangements for such visit with the Administrator or the Administrator's designee, and such visit shall not interfere with operations.

Section 9. Bulletin Board. The Employer will provide the Association with a bulletin board at a mutually agreeable location at each facility. The bulletin board shall be used only for notices concerning meetings and other Association business or social, recreational, or educational meetings. Notices of a political or controversial nature or notices critical of any individual or institution shall not be posted.

ARTICLE 4 LABOR MANAGEMENT COMMITTEE

Section 1. The Parties have established a Labor/Management Committee (LMC). The Committee consists of a minimum of four (4) representatives of ONA and of the Employer. The Committee shall meet monthly unless there is mutual agreement to cancel. Additional meetings may be held by mutual consent. The mission of the joint LMC is to bring management and ONA together on an on-going basis working in partnership to openly communicate matters of common interest, such as to improve the quality of patient care and the work place safety and to seek resolution of problems through consensus, not as a replacement for the grievance procedure or the negotiation process, but as an additional dimension of the collective bargaining process. Since these meeting are for the purpose of communication only, the members shall not be empowered to affect changes to any of the terms of this Agreement or to any other matter affecting the employment relationship of the employer and any Association member, nor is the Committee to replace the grievance procedure. The Employer and the Association will consider all recommendations proposed by the Committee; however the Committee may not commit either party to a specific course of action.

ARTICLE 5 NURSING ADVISORY COMMITTEE

Section 1. A Nursing Advisory Committee shall be created for the general purpose of guiding nursing practice and enhancing the profession of nursing. Topics include but are not limited to the following:

- (a) Guide nursing practice and training
- (b) Review job qualifications and descriptions
- (c) Improve nursing image
- (d) Receive recommendations from clinical ladder tasks force
- (e) Input to P&P committee (especially RN assessment)
- (f) Feedback of QRR
- (g) Medical error review
- (h) Clinical case review

The Committee shall be composed of an equal number of management and ONA members to be selected by KFHP and ONA, respectively.

The Committee shall meet at least every other month and change as necessary.

ARTICLE 6 NON-DISCRIMINATION

Section 1. EEOC Statement. It is the continued policy and recognized obligation of the Employer and the Association that the provisions of this Agreement shall be applied fairly and in accordance with those applicable federal and state employment laws relating to race, color, religious creed, sex, age, disability, sexual orientation, and national origin.

Section 2. Use of Pronouns. Whenever a gender-specific pronoun (i.e., he/she) or adjective is used in this Agreement, it shall be deemed to include both genders unless otherwise indicated.

Section 3. Non-Discrimination Because of Union Activity. There shall be no discrimination by the Employer or the Association against any nurse covered by this Agreement on account of activity or lack of activity on behalf of the Association.

ARTICLE 7 NO STRIKE AND NO LOCKOUT

Section 1. No Strike Clause. During the term of this Agreement, the Association shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any nurse instigate or participate, directly or indirectly, in any strike, slowdown, walkout, work stoppage, picketing, or other interference with any operation or operations of the Employer. The Association shall cooperate with the Employer during said period in continuing operation in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

Section 2. Violation Cause for Disciplinary Action. Any nurse who violates Section 1 of this Article shall be subject to discharge or other disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the nurse violated Section 1 of this Article.

Section 3. Non-Sanctioned nor Approved by ONA. In the event any violation of this Article occurs, the Association shall promptly notify all nurses that the strike, slowdown, picketing, walkout or work stoppage or other interference with the Employer's operations is prohibited by this Article and is not, in any way, sanctioned or approved by the Association. The Association shall also promptly order all employees to return to work at once.

Section 4. Illegal Activity Must Cease For Negotiations To Occur. In the event there is any strike, slowdown, walkout, work stoppage, picketing or other interference with the Employer's operations in violation of Section 1, neither party shall negotiate upon the

merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

Section 5. Subject to Grievance Arbitration Procedure. In the event that the Employer claims that the Association, or any officer or agent or representative thereof, directly or indirectly authorized, assisted, financed, encouraged or, in any way, participated in any strike, stoppage of work, picketing, sit-down, slowdown, or other interference with the operation of the facilities or ratified, condoned or lent any support to any such conduct or action, the Employer may forthwith submit a grievance to arbitration under the arbitration procedure provided for in this Agreement, and the Association and the Employer shall both cooperate to bring about an arbitration as expeditiously as possible. The arbitrator is empowered under this Article to grant injunctive relief or other appropriate remedies to the Employer against the Association, and the Association hereby consents to the entry by or on behalf of the Employer or any appropriate decree, order or judgment in any court of competent jurisdiction based on such award and for the purpose of permitting the Employer to enforce and implement such award.

Section 6. No Lock Out Clause. The Employer shall not lock out any or all of its nurses during the term of this Agreement.

ARTICLE 8 SEPARABILITY

Section 1. Separability Clause. If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or through government regulations or decree, or if compliance with or enforcement of any Article or Section is restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect during the remaining term of this Agreement.

Section 2. Wage and Salary Stabilization Laws. The Employer and the Association recognize that wage and salary stabilization laws, regulations, rules and orders may affect all or part of this Agreement and any other agreement between the parties. Notwithstanding any other provisions of this Agreement, such rules shall govern the administration and application of the terms of this Agreement and any other agreement between the parties and this Agreement shall be fully effective to the extent permitted by such laws, rules, orders or regulations.

TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 9 HIRING AND TRANSFERS

Section 1. Intent to Fill Vacancies With Internal Candidates. It is the intention of the Employer to fill vacancies from within the organization before hiring new nurses, provided that internal nurse candidates possess the necessary qualifications to fill vacancies. Such qualifications include the skills, ability and experience to perform the work as defined in the job posting. The Employer reserves the sole right to determine the qualifications required to serve the members.

Section 2. Hiring of Newly Licensed Graduate Nurses. Management may hire at their discretion, a new graduate licensed as a registered nurse in the state of Ohio under the established preceptor program. The preceptor relationship may be maintained for up to one (1) calendar year, as needed.

Section 3. Posting of Vacancies. The Employer agrees to post such vacancy on its bulletin boards stating the vacancy exists and setting forth qualifications and job prerequisites for said vacancy. Such posting shall remain posted for seven (7) calendar days. Copies will be provided to a representative of the Association when posted in each facility.

Section 4. Qualifications and Selection. Nurses covered by this Agreement who bid on such posted vacancies and who meet the posted qualifications and job prerequisites shall be considered for such vacancies. Selection will go to the most qualified candidate for the posted position. Wherever the qualifications of two or more nurses bidding for the same job vacancy are relatively equal, then individual nurse seniority shall be the determining factor in filling the vacancy. A nurse who has been in his/her position less than twelve (12) months is not eligible to bid or apply for a posted vacancy.

Section 5. Trial Period. All transferred employees shall serve a thirty- (30) working day trial period in the new position.

Section 6. Return to Previous Position. Transferred nurses serving a trial period pursuant to Section 5 of this Article may, at the Employer's sole discretion, be returned to their immediately preceding position within the trial period specified in Section 5. The Employer shall not act arbitrarily or capriciously in reassigning a transferred employee pursuant to this Section.

Section 7. Affect of Transfer on Wage Step Increases. The Employer will transfer Kaiser Hospital Registered Nurses, as a result of a bid award, to the applicable step based upon the number of years of service as a registered nurse in the Kaiser Medical Care Program. The date the nurse was hired, or became functional as a registered nurse within the Kaiser Medical Care Program, will serve as the base date from which future step increases will be granted.

When a registered nurse is placed in any step, it is understood that, for the purpose of advancement within the wage structure only, the nurse is considered to have progressed through the wage structure based upon the rate/step at which she was hired/transferred (see Article 18, Section 4 tables and examples).

For the purpose of this Agreement, service years commence on the date the employee is hired and each subsequent anniversary thereof. Transferring from one facility to another

will not change the anniversary date of any staff nurse, providing there is no break in service.

Section 8. LPN to RN Credit.

An LPN who has completed an RN course of study and passed the RN licensure examination would be hired into an RN position at the start rate. After the completion of one (1) year of service, the RN would then be credited with one (1) year service for every four (4) years of service as an LPN. To receive the service credit, the LPN to RN must remain in the same department for specialty areas or a related department for primary care (i.e., medical, pediatrics, obstetrics).

For example, an LPN with twenty (20) years of Cardiology experience at Kaiser becomes a registered nurse. She elects to continue working at Kaiser in the Cardiology department as an RN. She would be hired at the current start rate and remain at this rate for one (1) year. At the completion of the one (1) year, she would be credited at five years of experience and moved to step 6 (the five year rate) of the wage progression scale. In order for her to progress to step 7 (the ten year rate), she would need to work an additional four (4) years of service.

Section 9. Seniority Frozen Upon Transfer Into Non-Bargaining Unit Position. An employee who accepts a promotion or transfer out of the bargaining unit with the Employer covered by this Agreement shall have seniority frozen and shall not accumulate additional bargaining unit seniority.

Section 10. Orientation. The Employer shall provide an orientation program for all new and transferred nurses including an orientation in the Facility/Department in which the new employee is expected to work. Orientation is defined as an introductory education and training in the specific environment and processes germane to the operation of any facility or clinical department. A nurse shall be given thirty (30) working days to be rated Competent in her new position. If a nurse is not rated Competent in her new position the nurse shall be returned to her previous position. Orientation does not encompass the body of knowledge that is required and expected to be existent based upon education and experience, as expressed in job posting.

Section 11. Precepted Program. Management agrees to post selected vacant bargaining unit positions available through a precepted program. In order for a nurse's bid to be considered for such a precepted position, the nurse must meet the following set of criteria:

- (a) Have been rated Competent on the most recent performance evaluation
- (b) Have passed all competencies of the current department in which the nurse is working
- (c) Have no discipline or performance issues within the past six (6) months
- (d) Have passed all self-study competency units of the department into which the nurse desires to transfer

For these positions, the bidding process will occur in accordance with this Article with internal department candidates taking priority over precepted candidates. Management will

hire an internal candidate utilizing the precepted program before hiring a less qualified external applicant.

The precepted candidate must remain in the precepted position for a period of nine (9) to twelve (12) months. The candidate may return to the previously held position within fifteen (15) calendar days of the start of the precepted program and may not bid into another precepted program for nine (9) months. The precepted candidate must attain an evaluation of COMPETENT upon completion of the six- (6) month precepted program. If the nurse does not successfully complete the precepted program, she will be terminated from that program and may bid on any available vacant position for which the nurse may qualify, or be placed on layoff in accordance with Article 13.

While in the precepted position, the candidate will be paid at a rate one (1) step below her current step. Upon successful completion of the precepted program (not to exceed six (6) months), the candidate will be placed in her step of tenure.

ARTICLE 10 PROBATIONARY EMPLOYEES

Section 1. Probationary Period – Full Time. Newly hired full-time nurses shall be on probationary status for a period of ninety (90) calendar days from the date of actual commencement of employment.

Probationary Period – Part Time. Newly hired part-time nurses shall be on probationary status for a period of one hundred twenty (120) calendar days from the date of actual commencement of employment.

Evaluations and Orientation. Evaluations of new hires will be the responsibility of Nursing Administration working with the probationary nurses, while bargaining unit nurses assist in the orientation process as appropriate.

Section 2. Termination During Probationary Period. Nurses serving a probationary period pursuant to this Article may be terminated at any time during such period without recourse to the grievance procedure set forth in Article 15.

Section 3. Retroactive Crediting of Seniority. After the successful completion of the appropriate probationary period, a nurse's seniority shall be effective as of the last date of hire.

ARTICLE 11 HOURS OF DUTY – SCHEDULES

Section 1. Weekday and Workweek Defined. Eight (8) hours shall normally constitute a workday and forty (40) hours, Sunday, 12:01 a.m. through Saturday, midnight, shall constitute a workweek.

Section 2. Workweek Schedules. Workweek schedules and days off are posted as a general indication of work schedules to assist the nurse in planning her personal schedules and shall be posted three (3) weeks in advance. Such scheduling is subject to change that may be necessary to meet member-driven access needs. Any changes to the posted schedule will be mutually agreed upon by the Employer and the nurse. Posted schedules may require work assignments to departments or facilities other than that to which the nurse is normally assigned.

FLOATING

- (a) Floating of registered nurses, between departments or to another KFHP facility, may be required to maintain staffing and avoid disruption of patient services.
- (b) Fair rotation of floating will be encouraged.
- (c) Management will consider transferability of skills when assigning a nurse to float.
- (d) Nurses will float in the following order:
 - (1) Management will ask for volunteers by seniority.
 - (2) Management will float non-bargaining unit RNs, first.
 - (3) The least senior nurse would be assigned to float.
- (e) The float nurse will be assigned a resource person and will be provided a brief orientation to the assigned area.
- (f) Each department will maintain a written record of the nurses who float, to include the nurse's name, date and department/facility.

Bargaining unit registered nurses assigned to a non-bargaining unit location will retain all rights under the collective bargaining agreement. It is not the Employer's intention to assign non-bargaining unit registered nurses to do bargaining unit work except under special circumstances, where patient care may be compromised and no other option exists.

INCENTIVES FOR FLOATING

The following are guidelines for use by management to encourage floating of registered nurses either between departments or to another KFHP facility. These options are at the manager's discretion and will be mutually agreed upon between the manager and the nurse based on department/member needs.

Optional incentives may include:

- (a) Provide for optional, preferred, scheduled, time off (i.e., exchange float assignment for one late shift or one weekend shift).
- (b) Offer creatively adjusted scheduled hours (i.e., parent hours, flexible hours, short shifts, compressed workweek).

- (c) Take turns floating for an extended period of time.

Section 3. Exchange of Scheduled Work Hours and/or Days. Nurses shall be permitted to exchange scheduled work hours and/or days, and days off duty, provided that exchanging nurses are qualified and agreeable to perform all work involved, that the nursing Coordinator/Supervisor or designee is notified in writing and approves the request at least twenty-four (24) hours in advance of the shifts involved, and that such exchange will not result in the payment of overtime to either nurse because nurses may not create overtime by utilizing this provision, however, this provision does not preclude the payment of necessary overtime.

Availability of Additional Hours. Every effort will be made short of operational disruption to make available all bargaining unit work in the Medical Office buildings which would otherwise be filled by on-call or agency nurses to bargaining unit nurses who qualify and make their request known to the department or facility manager their desire to work additional hours.

Section 4. Scheduled Days Off. The Employer shall schedule days off on a half-day or on a full day basis. It is understood, however, that where the Employer and a nurse or nurses mutually agree to two (2) half days off in lieu of one (1) full day off, such practice shall be permissible. Once the schedule has been established, any changes in the schedule will require four-(4) weeks notice and the mutual consent of the nurse and the Employer.

Section 5. Time Off Requests. Request(s) for time off must be submitted, in writing, to the Coordinator, or designee, in advance of the posting of the schedule for the time requested. The Coordinator, or designee, will notify the nurse of her decision on the request.

Section 6. Flexible Scheduling. Flexible Schedules involving shifts in excess of eight (8) hours must be mutually agreed to by the nurse and supervisor, and will be administered as follows:

- (a) Flexible Schedules may consist of any variation of eight (8), ten (10) or twelve (12) hour shifts, and must be mutually agreeable to the interested nurse and KFHP.
- (b) If Flexible Schedules are available, then the most senior registered nurse in the facility department who is interested in the schedule will be given the Flexible Schedule.
- (c) Flexible Schedules will apply to one department, and will not permit splitting such flexible schedule between one or more departments.
- (d) All other schedules will remain eight (8) hour positions.
- (e) Overtime will be earned for any time worked in excess of the posted Flexible Schedule shift on any workday, and for time worked in excess of forty (40) hours in any one (1) work week. Such overtime shall be compensated for at time and one-half (1 1/2) the nurse's regular hourly rate of pay.

- (f) The applications, options, procedures and the review and evaluation processes are contained in the Flexscheduling and Flextime policies, revisions to, or cancellation of, these policies rest solely with the Employer. Proposals to revise or cancel either of these policies shall be fully reviewed by both parties prior to implementation to ensure that such changes are not arbitrary, capricious or discriminatory.

Section 7. Night, Holiday and Weekend Rotation. The Employer shall, consistent with schedules and availability of nurses, endeavor to rotate work performed on nights and holidays. The Employer shall, when possible, arrange schedules so each nurse may have two (2) off-duty weekends per month.

Section 8. No Guarantee of Hours or Days. Nothing in this Article or in this Agreement shall constitute a guarantee of days or hours of work, schedules or pay in lieu thereof.

Section 9. Breaks and Meal Periods. All nurses shall receive an unpaid meal period of forty-five (45) minutes which shall be consistent with operating efficiency and shall be scheduled by the Employer. A fifteen (15) minute paid break will be provided for each eight (8) hours of scheduled work. Meal periods and breaks may be combined at the nurse's option, consistent with operating efficiency, so that meal breaks may extend up to one (1) hour in duration. Only when the nurse so agrees, she may work through an entire shift without a meal break. Payment will be the appropriate rate for mealtime not taken.

Every effort will be made to provide a fifteen (15) minute break to nurses who are scheduled for eight (8) hours of work. Nurses will work as a team to relieve one another, and management will make every effort to maintain the current level of Full Time Equivalent (FTE) and to fill vacancies. In areas where breaks are continuously not taken, a departmental assessment and a problem solving approach will be initiated by management and nurses. The desired solution is that a nurse scheduled to work an eight (8) or more hour shift take a break during his/her shift.

In cases where the fifteen (15) minute break was not possible, the nurse may, with supervisor approval, work an adjusted schedule. This may include leaving fifteen (15) minutes early if all patient care concerns in the department have been met. This may also mean starting fifteen (15) minutes later the next scheduled workday within the same pay-period. The supervisor will ensure that the adjusted schedule is corrected in the automated time keeping system so as not to negatively affect the nurse.

Section 10. Compensation for Work Meetings. Nurses attending workplace meetings that are relevant to KFHP operations will be paid the appropriate compensation.

Section 11. Low Activity.

- (a) **Low Activity Defined.** Low Activity is a temporary, unscheduled, unplanned reduction in the volume of work which may result in management's determining that there exists a temporary need to reduce staff from a posted work schedule, but does not include emergencies as described in Article 16, Section 2.

- (b) **Displacement Due to Low Activity.** Should management so determine, nurses would be displaced in the following order:
 - (1) First, management will ask for volunteers by seniority to float to other areas where feasible, to orient or train in other areas where feasible, or to go home.
 - (2) Then management will displace agency personnel first, then on-call, and then temporary personnel.
 - (3) Then the least senior will be assigned to float to other areas where feasible, to orient or train in other areas where feasible, or to go home.
- (c) **Option of Paid or Unpaid Time.** Nurses displaced as a result of low activity will have the option of taking vacation, personal holiday or no pay. Selection of no pay must be marked on the time card as “low activity” and will not be considered as an incident under the attendance policy.
- (d) **Accrual Due to Low Activity.** Low activity time shall not affect accrual of sick and vacation hours. Vacation and sick time shall continue to be accrued as if these low activity hours had been worked.

Section 12. Cross-Training. Management will make every effort to establish a PRN/ON-CALL POOL of registered nurses who will be cross-trained and utilized in more than one area.

Management will make every effort to cross-train ONA nurses so that they may work regionally in their own department, as well as between departments in their own facility.

ARTICLE 12 SENIORITY

Section 1. Seniority Defined. Seniority is the right of a nurse to continue in the employment of the Employer.

Section 2. Seniority Measured From Last Date of Employment. Seniority is defined as to total length of time a regular nurse has been continuously employed by the Employer from her last date of employment, provided that she has successfully completed the probationary period.

Section 3. Effect of Leave of Absence on Seniority. Except for military leaves of absence and jury duty leaves of absence, seniority shall not accrue during unpaid leaves of absence or layoff exceeding thirty (30) calendar days.

Section 4. Loss of Seniority. A nurse shall lose all seniority rights under this Agreement for any one or more of the following reasons:

- (a) Voluntary resignations.
- (b) Discharge for just cause.

- (c) Failure to return to work within three (3) workdays following the expiration of a leave of absence unless the employee is prevented from returning due to substantiated illness or injury.
- (d) Absence from work for three (3) consecutive working days without notifying the Employer unless justification is established to the satisfaction of the Employer.
- (e) Failure to return to work from a layoff as provided for by Article 13, Section 8 and Article 22, Section 1 of this Agreement unless the nurse is prevented from returning upon recall due to substantiated illness or injury.
- (f) Layoff for a continuous period equal to a nurse's seniority not to exceed a maximum of two (2) years.
- (g) All nurses with seniority shall be entitled to a minimum of twelve (12) months on the recall list.

ARTICLE 13

WORKFORCE PLANNING

REDEPLOYMENT

Through the Labor, Management, Physician, Partnership (LMPP) Workforce Planning Team, Kaiser Permanente Ohio has developed a comprehensive support structure to help the employee redeploy and transition into a new job or position within the region. If the employee decides that she would prefer to leave the organization, that decision will be supported as well.

Options include, but are not limited to, the following:

- Education/Training
- Transition Pool
- Voluntary Separation

Kaiser Permanente's National Agreement and the Employment and Income Security Agreement together with the Collective Bargaining Agreement provide the foundation of this commitment. These documents can be found in the Appendix of this Agreement.

In the event that layoff and recall become necessary, the following contract provisions will apply.

LAYOFF AND RECALL

Section 1. Layoff by Inverse Seniority. Layoffs of nurses covered by this Agreement shall be made on the basis of the least senior nurse in the regional clinical specialty. Such

specialties include all general duty nurse specialties traditionally performed in the medical offices within the jurisdiction of this Agreement.

Section 2. Probationary Nurses/Voluntary Layoff. If a reduction in hours or job elimination is necessary, the Employer shall first layoff or discharge probationary nurses in the regional clinical specialty. The Employer will seek from within the regional clinical specialty in which the reduction is to occur, nurses who wish to take voluntary layoff.

Union officers shall be deemed the most senior employees in the bargaining unit for the purpose of seniority determination in layoff for the duration of their service as officers.

Section 3. Further Reductions. If further reductions in hours or job eliminations are necessary, such reductions or job eliminations in the regional clinical specialty may occur at any facility or department where such reduction or elimination is needed.

Section 4. Notice of Layoff. Nurses shall be given two (2) workweeks' written notice of a layoff or pay in lieu thereof except in case of emergency beyond the direct control of the Employer. Notice of impending layoff will only be given to the affected employees by members of the bump committee (see below).

Bumping Rights. Once the appropriate level of reduction or job elimination is determined, nurses affected by the reduction or elimination may request in writing and receive transfer, first to the full-time or part-time position that is then occupied by the least senior nurse within that Specialty, then to the full-time or part-time position occupied by the least senior nurse in a position for which the nurse is qualified. Candidate's transferable skills and experience will be determined based upon the most current job posting qualification, competencies, skills and knowledge required to do the job. A bump committee will be established to agree on movements and hear special cases where nurses are qualified in more than one specialty and have a preference about the job to which they move. The committee will consist of a minimum of two (2) ONA members (chosen by ONA) and two (2) KFHP representatives. If the committee isn't able to agree, the Employer shall decide. If the nurse does not attain a rating of Competent within thirty (30) working days of transfer she will be laid off.

Any nurse so displaced by such transfer shall be placed on layoff status, unless such nurse is qualified to displace the least senior nurse in another regional clinical specialty.

Section 5. Recall List/Recall Rights. Nurses laid off who have completed the probationary period specified in Article 10 shall be placed on a recall list for a period of time equal to their continuous length of service with the Employer, not to exceed two (2) years from date of layoff.

Nurses who have completed their probationary period as specified in Article 10 with less than six (6) months seniority shall have recall rights for a period of twelve (12) months from the date of layoff.

Section 6. Recall Process. Nurses eligible for recall must bid on any vacancies as provided in Article 9, Section 4. However, the twelve (12) month bidding restriction shall not apply.

Nurses on the recall list may call the human resources Job Hot Line at any time to determine if any of the current posted positions may be of interest to them.

To the extent reasonably possible, the Human Resources Department will make known to the inquiring nurse all aspects of the posted position's qualifications, location and hours of work. If a posted position is available, the nurse will submit a posted job bid form or a letter of interest to the Human Resources Department. In order to gain the full consideration, the bid form or letter must provide complete and accurate information as to the nurse's skills, work history and qualifications. If an individual fails to provide sufficient information regarding her qualifications, the result may be that that nurse may not be found to be qualified for the position.

Section 7. Notification of Recall. Recall notification to report to work shall be made by registered mail to the last known address of such nurse as shown by the Employer's personnel records.

Section 8. Forfeiture of Recall Rights. A nurse on layoff who fails to report to work within seven (7) working days after the mailing of the recall notification or on such later date as may be specified in the recall notice, unless the nurse is prevented from returning upon recall due to substantiated illness or injury, or who refuses recall, shall forfeit all rights under this Agreement.

ARTICLE 14

ISSUE RESOLUTION AND CORRECTIVE ACTION

A copy of the Issue Resolution and Corrective Action Procedures can be obtained from your local union representative or Human Resources.

Section 1. Discipline for Just Cause. Except as otherwise provided in Article 10, Section 2, nurses shall not be discharged or disciplined except for just cause. A grievance which contends that a nurse was discharged without just cause must be filed at Step III within ten (10) calendar days after the date of discharge.

Section 2. Reinstatement – Back Pay Amount Offset by Earnings or Unemployment Compensation. In the event it is determined through the grievance procedure that a nurse was discharged without just cause, the nurse may be reinstated with or without back pay, and with or without other benefits of this Agreement, as the circumstances may warrant, or as directed by an Arbitrator's decision. Earnings received by a nurse entitled to reinstatement during the period of discharge, and/or any unemployment compensation received for such period, shall be deducted from any back pay which may be awarded.

Section 3. Repair of Disciplinary Record. Nurses have the opportunity to repair their disciplinary record according to the Corrective Action process. The Corrective Action document shall not remain in any employee file for longer than a twelve (12) month period.

Right to Review Personnel File. A nurse shall have the right to review her personnel file, with the assistance of an ONA representative, if so desired. The nurse shall give adequate advance notice of her desire to review the file, and a meeting will be mutually scheduled.

Use of Disciplinary Record. For Job Bidding and Performance Evaluations, the use of a nurse's Corrective Action record will be limited to:

- (a) For Job Bidding, Corrective Action within the last six (6) months
- (b) For Performance Evaluations, Corrective Action within the last Performance-Review year.

ARTICLE 15 GRIEVANCE PROCEDURES

It is strongly recommended that all efforts to use Issue Resolution be exhausted prior to proceeding to Grievance Procedures.

Section 1. PROCEDURES.

All efforts to use Issue Resolution will be exhausted prior to proceeding to Grievance Procedures.

- (a) **Grievance Defined.** For the purposes of this Agreement, the term “grievance” is defined as a dispute between the Association and the Employer or between a nurse covered by this Agreement and the Employer which involves the interpretation and/or application of this Agreement.
- (b) **Allegations in Grievance.** All grievances must allege a violation of a specific provision of this Agreement. The written grievance shall state the nature of the dispute, clearly identifying the incident (if applicable) which gave rise to the grievance, the pertinent provision(s) of the Agreement, and the remedy sought.
- (c) **Supervisor Designee.** Where reference is made to Supervisor, or Facility or Department Manager, it is understood that each may have a designee.
- (d) **Extension of Time Limits.** Time limits established within this Article may only be extended by written mutual agreement of the Employer and the Association.
- (e) **Waiver/Advancement of Grievance.** Absent mutual agreement for an extension, failure of the Association representative and/or the grievant to timely advance a grievance to the next step of the grievance process (e.g., Steps 1 through 3) constitutes a waiver and abandonment of the grievance. If the Employer fails to meet the time frames of the grievance process, the Association representative and/or the grievant may advance the grievance to
- (f) **Continuing Contract Violations.** All grievances based upon alleged contract violations or continuing contract violations which occurred or

commenced occurring more than one (1) year prior to the presentation of the grievance under Step I hereof shall not be considered timely filed and/or otherwise subject to the grievance procedure even though the grievant, grievants or the Association was reasonably and/or justifiably unaware of the occurrence of such alleged violation or the commencement of such continuing violation and could not reasonably have become aware thereof within such year. Exception to the Section shall be grievances pertaining to moneys owed, which shall be considered timely filed within ten (10) calendar days after the nurse has knowledge of the event upon which the grievance is based.

(g) **Processing of Grievances During Work Hours.** Grievances may be processed during working hours if, in the sole opinion of the Employer, the processing of the grievance would not interfere with efficient operation of patient care. ONA grievance representatives will be paid for time spent during working hours at grievance hearings, and will suffer no loss of benefits.

(h) **Class Action and Discharge/Suspension Pending Discharge Grievances.**
The following classes of grievances shall begin at Step 3.

Multiple-Facility - grievances which impact nurses at more than one facility

Regional-Policy - disputes concerning policy and procedure

Discharge or Suspension
Pending Investigation
for Discharge - grievances protesting this action

Section 2. PROCESSES.

Grievances shall be settled in the following manner:

STEP I. The grievance shall be delivered personally by the Association representative to the supervisor who is immediately involved, within ten (10) calendar days from the time the grievant (s) gained knowledge of the event upon which the grievance is based. The supervisor shall answer the grievance within ten (10) calendar days following presentation at Step I. If the supervisor's answer is not appealed to Step II as provided therein, the grievance shall be considered settled on the basis of the answer made at Step I and shall not be eligible for further appeal. Grievances involving layoff, transfer or demotion of a nurse must be presented to Step I within ten (10) calendar days following the effective date of the change in the nurse's status.

STEP II. If the grievance is not resolved at Step I, the grievance may be submitted in writing, using the form presented in Appendix A to the Facility or Regional Manager within ten (10) calendar days following receipt of the supervisor's Step I answer. The grievance shall be discussed at hearing by the appropriate manager and the Facility Human Resources Manager with the aggrieved nurse and/or an Association representative within ten (10) calendar days after presentation to Step II. The manager shall, within ten (10)

calendar days, following such discussion, answer the grievance in writing, dating and signing the grievance form and returning copies of the form and answer to the Association representative. If the manager's answer is not appealed to Step III, as provided therein, the grievance shall be considered settled on the basis of the answer made at Step II and shall not be eligible for further appeal.

STEP III. If the grievance is not resolved at Step II, the grievance may be submitted in writing to the Manager, Labor Relations ten (10) calendar days after receipt of the Step II answer. The notice of appeal shall state the subject matter of the grievance and those specific provisions of the Agreement alleged to have been violated. The Manager, Labor Relations or designee, the local unit representative (s), the Association Staff Representatives and/or the grievant or grievants, as the case may be, shall hold a hearing within ten (10) calendar days following submission of the grievance to Step III for the purpose of attempting to settle the grievance. The Manager, Labor Relations or designee shall answer the appeal in writing within ten (10) calendar days following the date of Step III meeting. If the Manager, Labor Relations' answer is not appealed to arbitration, as provided for in Section, the grievance shall be considered settled on the basis of the answer made at Step III and shall not be eligible for arbitration.

Section 3. ARBITRATION.

- (a) **Appeal to Arbitration.** If a grievance is not satisfactorily resolved at Step III, it may be appealed to arbitration by the Association by so notifying the Manager, Labor Relations, in writing, within ten (10) calendar days following receipt of the Manager, Labor Relations' Step III answer.
- (b) **Striking of Arbitrators/FMCS Panel.** If the parties cannot agree on an impartial arbitrator within ten (10) workdays following receipt of such notice, an arbitrator shall be selected from a panel of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service (herein FMCS). The parties will alternately strike names until only one (1) name remains. Prior to striking, either the Association or the Employer may request that FMCS furnish a second panel of seven (7) arbitrators which shall be substituted for the first such panel.
- (c) **Arbitration Expenses.** The arbitrator's fee shall be borne equally by the Parties.
- (d) **Transcript of Hearing.** Where both Parties request the use of a court recorder at the hearing, such cost will be borne equally. Where not mutually agreed, the cost for requested transcripts will be borne by the requesting party.
- (e) **Arbitrator's Decision Final and Binding Upon Parties.** The decision of the arbitrator shall be final and binding upon all nurses covered by this Agreement, the Employer and the Association, and all fees and expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall have jurisdiction and authority only to interpret and apply the express terms of this Agreement, and he shall not have jurisdiction or authority to add to, detract from or alter, in any way, any provision(s) of this Agreement.

ARTICLE 16 WORKPLACE SAFETY

Section 1. Protective Equipment. The Employer shall make reasonable provisions for the safety and health of its nurses during the hours of their employment. The Employer shall disseminate informational materials and where appropriate, protective gear to all bargaining unit nurses. The literature will contain OSHA regulations, KFHP policies and what is expected of the nursing staff. The Employer shall provide adequate first aid during working hours, by a physician on the Employer's staff (not to be charged to the employee).

Section 2. Emergency Closure of Facility. When emergencies occur which disrupt the operation of a part, or all, of the facility, (such as but not limited to water line breaks, gas leaks, power outage, floods, etc.) bargaining unit nurses will be compensated as if their work schedules had not been disrupted, if the following conditions apply:

- (a) Such emergencies occur on KFHP property, and are the responsibility of KFHP and/or within its control;
- (b) Such emergencies require that the affected nurses be relieved of assigned work;
- (c) When the affected nurse is not presented an opportunity to float to another assignment, or the float assignment is to another facility and the affected nurse is without transportation to the assigned facility.

ARTICLE 17 EMPLOYEE HEALTH

Section 1. Routine Health Screen. The Employer shall provide a routine health screening to all new nurses before or immediately after a nurse commences employment with the Employer. The Employer shall decide what procedures shall constitute a screening.

Section 2. PPD Testing. The Employer shall also provide an annual Tuberculosis Screening and/or Purified Protein (PPD) or other test deemed appropriate by the Employer to all nurses covered by this Agreement.

Section 3. Medical Records. Where medical information is obtained from workplace screenings, a photocopy of the screening results will be placed in the nurse's medical record, provided the appropriate release is given by the nurse employee.

ECONOMICS

ARTICLE 18 BASE RATES OF PAY

Section 1. During the period of October 1, 2005, through September 30, 2008, the minimum rate of nurses covered by this agreement shall be as follows:

New Rates ONA

Step	Experience Level	2005	2006	2007	2008	2009
		5.5%	5.0%	5.25%	4.0%	4.0%
		YR 1	YR 2	YR 3	(wage re-opener 2008) YR 4	YR 5
1	Start	\$21.35	\$22.42	\$23.60	\$24.54	\$25.52
2	1 year	\$22.64	\$23.77	\$25.02	\$26.02	\$27.06
3	2 years	\$23.76	\$24.95	\$26.26	\$27.31	\$28.40
4	3 years	\$24.83	\$26.07	\$27.44	\$28.54	\$29.68
5	4 years	\$25.38	\$26.65	\$28.05	\$29.17	\$30.34
6	5 years	\$25.97	\$27.27	\$28.70	\$29.85	\$31.04
7	10 years	\$26.72	\$28.06	\$29.53	\$30.71	\$31.94
8	15 years	\$27.32	\$28.69	\$30.20	\$31.41	\$32.67

**From the rates shown above \$.09 cents per hour will be deducted for the Joint Partnership Trust Fund Contributions.

2008 Wage Re-Opener – For 2008 and 2009

Section 2. Guarantee Four Hour Same Day Call-In Pay. Any nurse called in on a same day basis shall receive no less than four (4) hours compensation.

Section 3. Wage Scale Progression. The Employer may hire any external RN according to the new hire wage scale progression schedule as outlined below:

New Hire Wage Scale Progression Schedule

- Newly licensed RN up to two (2) years of current RN experience Start Rate/Step 1
- Three (3) years of current RN experience 1 Year Rate/Step 2
- Four (4) years of current RN experience..... 2 Year Rate/Step 3
- Five (5) years of current RN experience..... 3 Year Rate/Step 4
- Six (6) years of current RN experience..... 4 Year Rate/Step 5
- Seven (7) years or more of current RN experience 5 Year Rate/Step 6

Specialty Areas. The Employer may hire experienced specialty nurses at or above the minimum rate of pay of the new hire wage scale progression schedule.

New Hire. The highest rate for any new hire will be the five-(5) year rate.

Section 4. Introduction to Wage Step Transfer – Including Examples

NEW HIRE GRID

Example on how to use the grid below:

If an employee is hired at Step 5, it takes one (1) year to progress to Step 6. From Step 6, it takes five (5) years to progress to Step 7 and another five (5) years to progress to Step 8.

<u>NEW HIRES</u>	<u>Step 1 Start Rate</u>	<u>Step 2 1 year</u>	<u>Step 3 2 year</u>	<u>Step 4 3 year</u>	<u>Step 5 4 year</u>	<u>Step 6* 5 year</u>	<u>Step 7 10 year</u>	<u>Step 8 15 year</u>
<u>Number of years worked to advance to next step</u>		<u>+1</u>	<u>+1</u>	<u>+1</u>	<u>+1</u>	<u>+1</u>	<u>+5</u>	<u>+5</u>
<u>Hired at Step 1</u>	<u>Hired Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>3 years service</u>	<u>4 years service</u>	<u>5 years service</u>	<u>10 years service</u>	<u>15 years service</u>
<u>Hired at Step 2</u>		<u>Hired Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>3 years service</u>	<u>4 years service</u>	<u>9 years service</u>	<u>14 years service</u>
<u>Hired at Step 3</u>			<u>Hired Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>3 years service</u>	<u>8 years service</u>	<u>13 years service</u>
<u>Hired at Step 4</u>				<u>Hired Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>7 years service</u>	<u>12 years service</u>
<u>Hired at Step 5</u>					<u>Hired Step</u>	<u>1 year service</u>	<u>6 years service</u>	<u>11 years service</u>
<u>Hired at Step 6* Maximum step for new hires</u>						<u>Hired Step</u>	<u>5 Years service</u>	<u>10 years service</u>

*** New hires cannot start higher than five (5) year rate, Step 6.**

External Hire: (Can not start higher than the five (5) year rate – Step 6)

- For the non-specialty departments follow experience guide in contract. The maximum today allows us to hire in up to the five (5) year rate if the nurse has at least seven (7) years of current nursing experience.
- For specialties (Endoscopy, Cardiology, Oncology) follow guide in contract but with hiring manager discretion have latitude to hire specialty experienced RN in up to five (5) year rate (Step 6) even if the nurse doesn't have the relevant experience requested in the guide for the five (5) year rate. Cannot hire in above the five (5) year rate.
- A nurse hired in at the five (5) year rate will stay at this step for five (5) years before becoming eligible for the ten (10) year rate (Step 7). A nurse hired in at the four (4) year rate will remain at that step for one (1) full year before becoming eligible for the five (5) year rate. S/he then remains at the five (5) year rate for five (5) years before becoming eligible for the ten (10) year rate, etc.

INTERNAL TRANSFER GRID

Example on how to use the grid below:

<u>INTERNAL TRANSFERS</u>	<u>Step 1 Start Rate</u>	<u>Step 2 1 year</u>	<u>Step 3 2 year</u>	<u>Step 4 3 year</u>	<u>Step 5 4 year</u>	<u>Step 6 5 year</u>	<u>Step 7 * 10 year</u>	<u>Step 8 15 year</u>
<u>Number of years worked to advance to next step</u>		<u>+1</u>	<u>+1</u>	<u>+1</u>	<u>+1</u>	<u>+1</u>	<u>+5</u>	<u>+5</u>

<u>Transfer at Step 1</u>	<u>Transfer Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>3 years service</u>	<u>4 years service</u>	<u>5 years service</u>	<u>10 years service</u>	<u>15 years service</u>
<u>Transfer at Step 2</u>		<u>Transfer Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>3 years service</u>	<u>4 years service</u>	<u>9 years service</u>	<u>14 years service</u>
<u>Transfer at Step 3</u>			<u>Transfer Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>3 years service</u>	<u>8 years service</u>	<u>13 years service</u>
<u>Transfer at Step 4</u>				<u>Transfer Step</u>	<u>1 year service</u>	<u>2 years service</u>	<u>7 years service</u>	<u>12 years service</u>
<u>Transfer at Step 5</u>					<u>Transfer Step</u>	<u>1 year service</u>	<u>6 years service</u>	<u>11 years service</u>
<u>Transfer at Step 6</u>						<u>Transfer Step</u>	<u>5 Years service</u>	<u>10 years service</u>
<u>Transfer at Step 7*</u> <u>Maximum transfer step</u>							<u>Transfer Step</u>	<u>5 years service</u>

* Cannot transfer in higher than the ten (10) year rate, Step 7.

Internal Transfer: (Cannot transfer in higher than the ten (10) year rate – step 7)

- First consideration - bring in at same yearly rate nurse hold in their current salary structure. Can match up to ten (10) year rate but not beyond. If a nurse is at the ten (10) year rate under Local 17 bring in at ten (10) year rate of ONA. If at five (5) year rate, bring in at five (5) year rate of ONA, etc.
- Second consideration - If a nurse is below ten (10) year rate in their current pay structure also look at their total nursing experience, before and with Kaiser. Compare total experience to the hire-in experience schedule in the contract as you would for external hires. Give the nurse the greater of the yearly step rate match (five (5) year to five (5) year, three (3) year to three (3) year, etc.) or the pay rate allowed per the experience chart. For instance, if a nurse going into a non-specialty ONA position is at a three (3) year rate in their current pay scale but has six (6) years of total current registered nursing experience the nurse may come in at the four (4) year rate versus the three (3) year rate under the provisions of the current ONA contract. The four (4) year rate requires at least six (6) years of registered nursing experience.
- Same scenario as above but transferring into a specialty position: Since this is a specialty position, the manager could give the nurse the five (5) year rate (as with an external hire) even though the nurse only has a total of 6 years of experience, and not seven (7), as the current experience requires.
- If the nurse transferring into an ONA position has had no break in service you may credit the nurse with any previous time working as an ONA nurse. For example, let's say a nurse who is transferring to the ONA is eligible to start at the five (5) year rate. In reviewing the HR file we find that the nurse has had two (2) years of previous ONA service within their career to date with us. The nurse begins at the five (5) year rate but will have to stay at that step only three (3) years before becoming eligible for the ten (10) year rate, rather than five (5) full years.

Section 5. Six-Month Look Back Period. The Ohio Nurses Association (ONA) and Kaiser Foundation Health Plan (KFHP) agree that in the event of an error in payroll – either underpayment or overpayment – reimbursement to the employee or

collection from the employee will be limited to a six (6) month look-back period. The effective date of this Agreement is May 14, 2002, and this Agreement covers registered nurses in the ONA bargaining unit.

ARTICLE 19 DIFFERENTIAL PAY

Section 1. Shift Differential. Nurses shall be paid a differential of one dollar (\$1.00) per hour for all hours worked after 5:30 p.m.

Section 2. Convenient Care Differential. Nurses assigned to work Convenient Care 6:00 p.m. to 10:00 p.m. weekdays and 2:00 p.m. to 10:00 p.m. weekends and holidays shall be paid a differential of one dollar (\$1.00) per hour, effective November 1, 2001.

Section 3. Shift Differential and Convenient Care Differential Non-Cumulative. The differentials listed above in Sections 1 and 2 will not be applied simultaneously.

Section 4. Charge and Team Leader Differentials. Effective November 1, 2001, a nurse who is designated to be charge nurse in her department will be paid a charge differential of one dollar (\$1.00) per hour. A charge nurse will not be designated for periods of time less than two (2) hours in length. In the event a supervisor does not designate a charge nurse for periods of time in excess of two (2) hours, the most senior nurse will be the one to assume the charge function, as needed, and will receive the charge differential from the first hour with management approval.

Section 5. Cardiology, GI/Endoscopy, and Oncology Differentials. A differential of fifty cents (\$.50) will be paid to nurses for all hours worked in the Cardiology, GI/Endoscopy and Oncology Departments. A nurse need not be a member of the regular nursing staff of these departments to receive the differential.

ARTICLE 20 OVERTIME

Section 1. Overtime Defined. Time worked in excess of eight (8) hours in one (1) workday and forty (40) hours in any one work week shall be considered overtime and shall be compensated for at time and one-half (1½) the employee's regular hourly rate of pay. However, a separate agreement may be arranged between the Employer, the nurse and the Association to account for flexible scheduling. If the Parties agree to a flexible scheduling arrangement, overtime will not be paid unless the forty (40) hours per workweek is exceeded.

Flexible Scheduling. Flexible Scheduling, as related to overtime, will not result in a change in the usage or accrual rate of sick time, holiday time, or vacation time, all of which shall be prorated or accrued on scheduled hours of work. Use of sick time or vacation time will be paid in accordance with hours used against the nurse's normal schedule. Holidays,

jury duty, and other Employer-compensated leaves will be paid at a prorata rate not to exceed eight (8) hours per day.

Section 2. Computation of Overtime. Except as otherwise specifically provided in Article 23, Section 5 (Holidays) of this Agreement, only hours actually worked shall be considered as time worked for the purpose of computing overtime under this Article or any provision of this Agreement.

Section 3. Non-Duplication of Overtime Payment. Payment of overtime rates shall not be duplicated for the same hours worked under the terms of this Agreement.

Section 4. Determining Overtime Assignment. It is not the intent of KFHP to alter the current practice of overtime assignment methods. The Employer will continue as in the past of seeking employees on a voluntary basis to work overtime; however, should it become necessary to require overtime, management retains that right.

ARTICLE 21 TRAVEL REIMBURSEMENT

Section 1. In certain cases employees may be provided local travel reimbursement for using their personal automobiles or public transportation for company business.

Refer to the current Regional Travel Reimbursement Policy. Reimbursement for travel shall be provided when the following conditions are met:

- (a) The travel is to and from a location which is “not a normal place of work” for that employee.
- (b) The travel is at the request of the Employer, and
- (c) The distance traveled is farther than that employee’s normal commute as defined in the policy.

Parking costs are covered if a receipt is provided.

The reimbursement is to be for the difference between the employee’s normal commute and what is out of the ordinary. The reimbursement rate for use of a personal automobile will be determined by the Finance Department using guidelines from the IRS. Reimbursement for public transportation will be for actual costs incurred.

The employee must initiate the request for reimbursement by completing an expense report form and submitting it to the supervisor at the end of each month in which reimbursement is due.

BENEFITS

ARTICLE 22

BENEFITS ELIGIBILITY

Section 1. Suspension of Benefits – Lay Off of More Than Thirty Days. Except for seniority for call back purposes, the provisions and/or benefits of this Agreement shall not accrue or accumulate to a nurse during a lay off which is in excess of thirty (30) continuous calendar days following the effective date of layoff.

Section 2. Grandfather Benefits Clause – Nurses Hired Before November 1, 1986. All nurses hired before November 1, 1986 will continue to receive all prorated vacation, holiday, and sick time benefits. Additionally, these employees will receive the full range of insured benefits: Life Insurance, Hospital-Surgical-Medical (H-S-M), Short-Term Disability Insurance, Drug Plan, Vision, and Dental. In order to receive these benefits, a nurse must be regularly scheduled to work twenty (20) or more hours per week.

Section 3. Benefits Eligibility – Part Time Nurses. Effective November 1, 1986, all new part-time nurses, regularly scheduled to work between twenty (20) and thirty-one (31) hours per week inclusive, will receive prorated sick time, holiday, and vacation time in accordance with the holiday and vacation language. Additionally, these employees will receive full Life Insurance coverage, H-S-M coverage, Short Term Disability Insurance, and Drug Plan.

Such coverage does not, however, include Dental or Vision coverage. You must be regularly scheduled to work at least thirty-two (32) hours or more to receive Dental or Vision coverages. Part-time nurses, regularly scheduled to work between twenty (20) and thirty-one (31) hours per week, may during an open enrollment period following one (1) year of continuous service, purchase Dental and/or Vision Care benefits at the prevailing group rates.

Section 4. Pro-Rata Benefits for Part Time Nurses. Nurses covered by this agreement who are regularly scheduled to work twenty (20) hours or more, but less than forty (40) hours per week shall receive prorated sick time, holiday, and vacation time, in accordance with the holiday and vacation language.

Section 5. Monthly Report of Benefit Time Accrual and Usage. The Employer shall continue to provide each nurse with a monthly report that summarizes his/her accrual and usage of sick time, vacation time, and floating holiday time.

Section 6. KFHP Coverage Only. Effective November 1, 1992, all nurses will be provided coverage under the Kaiser Foundation Health Plan of Ohio “F” contract plus P-1 (psychiatric rider) except for the nurses noted in Appendix B. This provision will not affect the nurses’ right to receive the Alternate Compensation Program.

Section 7. Change in Insurance Providers/Carriers. The Employer shall have the right to select and/or change to a preferred provider or an alternate carrier of any insurance benefit provided for in this Agreement. The Employer may also elect to self-insure any such benefit. However, the benefits provided under any new arrangement (e.g., self-insured or otherwise) must be the same or better than those provided for this Agreement.

Section 8. Non-Duplication of Coverage. Nurses whose spouse or domestic partner is also employed by KFHP will not be eligible for duplicate insured benefits. The partners

must decide which of the two (2) will be listed as a dependent on the other partner's coverage. This provision will not affect the nurse's right to receive the Alternate Compensation Program.

ARTICLE 23
FLEXIBLE PERSONAL DAYS
(previously known as Floating Holidays)

Section 1. Eligibility for Flexible Personal Days. Nurses are entitled to three (3) Flexible Personal Days each calendar year. Nurses hired during the first half of the current year will be eligible for all three (3) Flexible Personal Days during that same year. Nurses hired during July, August and September of the current year will be eligible for two (2) Flexible Personal Days to be taken before the year is over. Nurses hired in October, November, and December of the calendar year will be eligible for one (1) Flexible Personal Day to be taken before the year is over. Flexible Personal Days are administered on a calendar-year basis from January through December of each year. Flexible Personal Days are prorated based on hours scheduled.

Section 2. Scheduling Flexible Personal Days. Requests for a Flexible Personal Day off or for two (2) or more hours within a single shift shall be granted upon the receipt of at least two (2) weeks' notice. Last minute notice is acceptable for personal emergencies. Requests for less than two (2) weeks' notice, requests for consecutive days off, for days before or after a holiday, or for other days designated by mutual agreement, will be reviewed and approved or denied on a case by case basis in order to meet core staffing needs. Denials will be tracked and compiled, by department, on a quarterly basis.

Section 3. Conversion/Cash Out of Flexible Personal Days. All unused Flexible Personal Days will be converted at 50% of value to cash at the end of each year. Flexible Personal Days may not be cashed out upon resignation or termination; however, upon retirement, Flexible Personal Days may be cashed out at 50% of value. For the purposes of this Agreement, retirement means that the employee has retired from the organization pursuant to the terms of a qualified Kaiser Permanente retirement plan.

ARTICLE 24
HOLIDAYS

Section 1. List of Paid Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, four (4) hours before Christmas Day, and four (4) hours before New Year's Day shall be considered holidays. Holiday time awarded is pro-rated, based on hours scheduled.

Section 2. Eligibility to Receive Holiday Pay. To be eligible to receive pay for a holiday, the following criteria apply:

- (a) The nurse must have thirty (30) or more days of continuous service at the time the holiday occurs,

- (b) The holiday falls on one of the nurse's regularly scheduled workdays,
- (c) The nurse does not work on the holiday, and
- (d) The nurse worked other scheduled workdays immediately preceding and following the holiday unless excused by a physician on one or more of these days due to a bona fide illness or injury.

Illness During Holiday Certified by Physician. If the nurse did not work the holiday due to illness or injury, the Employer may require that such illness be certified by presentation of satisfactory medical evidence from a licensed physician.

No Holiday Pay if Nurse on LOA. No compensation shall be due for a holiday occurring during a leave of absence.

Holiday Pay if Nurse on Jury Duty. Holiday compensation shall be due a nurse in the event a holiday recognized by this Agreement falls during an excused jury duty absence.

Section 3. Alternate Day Off or Additional Day's Pay. Nurses required to work on any of the holidays, as noted in Section 1, shall be granted a day off within thirty (30) calendar days before or within thirty (30) calendar days following such holiday or an additional day's pay.

The nurses affected shall express their preferences to the Employer, and the Employer shall make every effort to accommodate these preferences, but the final decision shall be that of the Employer.

Section 4. Observed Date When Holiday Falls on Weekend. When a holiday falls on Saturday, the preceding Friday shall be considered as the day observed for the holiday. When a holiday falls on Sunday, the following day or the day proclaimed by the President of the United States or established by law shall be observed as the holiday under this Agreement.

Section 5. Computation of Overtime Hours Worked During Holiday Week. When a holiday falls on a nurse's regularly scheduled workday, and the nurse does not work the holiday, the number of hours for which the employee receives compensation shall be considered as hours worked when computing overtime for the workweek in which the holiday occurred.

Overtime Pay During Holiday. Nurses who are scheduled to work on a national holiday, shall be paid for all hours worked at one and one-half (1 1/2) times their regular hourly rate, and in addition, shall receive eight (8) hours as holiday pay. Should a nurse desire to take one (1) day off with pay in lieu of receiving eight (8) hours of holiday pay, she may do so at a time mutually agreed upon with her supervisor, which shall be within thirty (30) days before or after the holiday.

Section 6. Rate of Compensation and Calculation of Holiday Hours. Compensation for holidays not worked shall be calculated at the nurses' regular rate for the number of hours the nurse would have worked but for the holiday.

Section 7. Holiday Compensation – FlexSchedule. For full-time nurses who have opted to work a Flexschedule, it is understood that their pay for each negotiated holiday not worked will be the standard eight (8) hours at straight time. If a nurse desires additional pay in order to remain financially whole, she may draw on hours from either floating holiday or vacations.

ARTICLE 25 VACATIONS

Section 1. Vacation Accrual Rates.

Nurses with one (1) year of continuous service shall receive two (2) calendar weeks' vacation with pay (80 working hours).

Nurses with two (2) years of continuous service shall receive three (3) calendar weeks' vacation with pay (120 working hours).

Nurses with eight (8) years of continuous service shall receive four (4) calendar weeks' vacation with pay (160 working hours).

Nurses with fifteen (15) years of continuous service shall receive five (5) calendar weeks' vacation with pay (200 working hours).

Section 2. Rate of Compensation. Vacations shall be paid for at the nurse's regular rate of compensation.

- (a) **Scheduled Vacation** - Nurses may schedule vacation time in as little as one-(1) hour increments, subject to all provisions of this Article.
- (b) **Personal Emergency** - Additionally, when an unforeseen personal emergency arises which would prevent the nurse from reporting to work as scheduled, she may use up to eight (8) hours of available vacation time in lieu of being charged with an unpaid incident of absence. Personal emergency days may not be taken if the requesting nurse is in an attendance disciplinary mode (verbal warning or higher). This provision may not be used more than twice in a calendar year.

Section 3. Effect of Unpaid Leave on Vacation Accrual. Vacations shall be proportionately reduced for unpaid leave or leaves of absence granted for any reason other than for personal illness or injury which total in excess of thirty (30) calendar days in the service year the vacation was earned. Vacations shall be reduced by one-twelfth for each full or partial thirty (30) days in excess of the original thirty (30) days in accordance with the following:

31	-	60 days	reduced by 1/12
61	-	90 days	reduced by 1/6
91	-	120 days	reduced by 1/4
121	-	150 days	reduced by 1/3
151	-	180 days	reduced by 5/12

181	-	210 days	reduced by 1/2
211	-	240 days	reduced by 7/12
241	-	270 days	reduced by 2/3
271	-	300 days	reduced by 3/4
301	-	330 days	reduced by 10/12

In the event of a leave of absence for personal illness or injury, vacations shall be reduced in accordance with the foregoing table for each full or partial thirty (30) days the illness or injury leave exceeds ninety (90) days.

When a nurse's leave of absence exceeds three hundred and thirty (330) days, there shall be no earned vacation.

Section 4. Vacation During a Holiday. In the event a holiday specified in Article 23, Section 1 falls within a nurse's vacation and on a regularly scheduled workday, the nurse shall receive an additional day vacation with pay, or pay in lieu thereof, at the Employer's discretion.

Section 5. Vacation Scheduling Affected By Staffing Requirements. The Employer shall have the sole right to specify the number of nurses that may take vacations at any single time depending on staffing requirements.

Section 6. Prime Vacation Periods. For purposes of this Section, prime vacation periods are June 1 through September 30 and December 15 through December 31. The balance of the year is to be considered off-season vacation.

Seniority Preference. Except as provided in Section 8 of this Article, nurses with the greatest seniority in the bargaining unit shall be given preference in the selection of prime vacation periods if requested by March 1 of the calendar year. Prime vacation time is to be scheduled in blocks. A block consists of up to ten (10) calendar days. Nurses may select vacation time of two (2) prime time blocks per year off in order of seniority. After all nurses in unit have selected their prime time, the process repeats itself until prime time is depleted.

Timing of Requests. On April 1 the approved vacation list will be posted. Any vacation requested after March 1 will be considered off-season and will be allotted on a first-come first-served basis regardless of seniority. If a vacation request is made for other than prime vacation periods, a nurse should receive a response within thirty (30) days of the request.

Section 7. Advance Vacation Pay. A nurse shall receive her vacation check no later than the workday prior to the day the vacation commences, provided the nurse has requested such pay two (2) weeks in advance and the Employer has previously approved the dates of the vacation.

Section 8. Vacation Eligibility. A nurse regularly scheduled to work twenty (20) or more hours per week may take one (1) week of vacation after six (6) months of service. For each and every subsequent six (6) months worked, the nurse shall be permitted to take the accrued and/or earned portion of the vacation due the nurse based on length of service.

Section 9. Vacation Must be Taken In Service Year. Vacations may not be accumulated or postponed from service year to service year. The employee and supervisor will make every reasonable effort to schedule vacation time within the regular vacation year. Vacation not taken within the regular vacation year will automatically be carried over into the next vacation year for a ninety (90) calendar day period of time. In no case, however, will unused “carryover” vacation be carried over beyond the ninety (90) day period. It will be necessary for the employee to make arrangements to use this remaining vacation time within the carryover period or the remaining unused vacation time will be lost. Nurses shall not be entitled to pay in lieu of vacation except as otherwise provided in the Article.

Section 10. Pay Out Of Vacation Time Upon LayOff or Termination. Nurses who are laid off or terminated for any reason shall be paid for all remaining accrued vacation time, providing such nurses have completed a minimum of six (6) months of service with the Employer.

ARTICLE 26 CONTINUING EDUCATION AND CERTIFICATION

Section 1. Professional Development/Continuing Education. Time off with pay, not to exceed eight (8) hours per year, shall be provided for each nurse for Professional Development/Continuing Education at institutes, seminars, and/or other appropriate programs related to the nursing profession.

Reimbursement of up to one hundred dollars (\$100.00) per nurse per year will be made for accredited continuing education programs. Reimbursement beyond one hundred dollars (\$100.00) may be made at the manager’s discretion.

Requests for attendance at outside programs must be made at least three (3) weeks in advance in order to meet scheduling needs. Completion of a seminar registration form does not constitute approval. Course selection and scheduling of time off requires pre-approval of the manager.

The Employer shall make every effort to schedule requested time off for each nurse for Professional Development/Continuing Education at institutes, seminars and/or other appropriate programs related to the nursing profession. However, such time cannot be guaranteed and is subject to the needs of the department.

Section 2. Tuition Reimbursement. The Employer will reimburse each nurse for up to one thousand dollars (\$1,000) per year in tuition fees for courses that relate directly to the furtherance of her nursing profession.

Section 3. Discretionary CE Funds. In addition to the benefits provided under Section 1 and 2 above the Employer may at its sole discretion provide time off with pay, tuition costs and/or registration fees for programs determined by the Employer to be of benefit to the Employer and to the nurses involved.

Section 4. Certification Exams. Paid time off to sit for certification exams and reimbursement for exam fees shall be granted to any bargaining unit nurse who meets the following criteria:

- (a) The certification shall be directly applicable to the nurse's current position (unless no certification is available, in which case a general nursing certification may be substituted) and recognized by a national professional nursing organization.
- (b) The nurse shall notify the nurse's immediate supervisor of their intent to certify. The supervisor will respond to the nurse within seven (7) calendar days of receipt.

Time off and costs associated with certification exams are separate from other time and funds available under other provisions.

Section 5. BCLS/ACLS/PALS. KFHP will pay the cost of BCLS certification and re-certification, and ACLS and PALS re-certification course as required by department job qualifications. When possible, said courses will be provided on KFHP premises. Arrangements will be made so that staff can attend keeping in mind patient/department needs.

ARTICLE 27 SICK TIME

For a comprehensive description of "time off benefit enhancement" (sick time benefits), refer to the Attendance provisions of the National Agreement.

Section 1. Sick Time Eligibility. Nurses covered by this Agreement who have completed three (3) months of continuous service from their last date of employment shall, in accordance with this Article, be eligible for sick time with pay for personal illness or injury.

There are two types of sick time benefits. Annual Sick Time is the sick time credited each year to each employee in accordance with the provisions of the local collective bargaining agreement. Banked Sick Time is previously accumulated unused sick time to which unused Annual Sick Time may be added at the end of each calendar year.

Section 2. Annual Sick Time Allocation. Beginning with the first full month of service, a full-time nurse shall earn eight (8) hours of sick time credit for each full month of service completed.

Similarly, part-time nurses regularly scheduled to work twenty (20) hours or more per week shall earn sick time credit in accordance with the provisions of this Article. Part-time employees' Annual Sick Time will be credited proportionally based on scheduled hours. Throughout the year (no more frequently than quarterly) the credited Annual Sick Time will be adjusted based on actual compensated hours. This will ensure that employees who

work, on average, more or less hours than they are scheduled, will receive proper Annual Sick Time credit.

Nurses covered by this Agreement who have completed two (2) years of full service with the Employer shall earn ten (10) hours of sick time for each full month of service completed.

Employees who commence employment after January 1st, will receive a prorated allocation. All employees who are eligible for sick time will receive the allotted amount on January 1st covering the following calendar year. Sick time hours can only be earned up to a maximum of 120 hours.

Payment Rate for Sick Time. Pay for sick time shall be at straight-time pay which the nurse would have received had she worked her regular shift that day.

Definition of Time Worked. Paid holidays, vacations and jury duty shall be considered time worked for the purposes of this Section.

Section 3. Banked Sick Time. Banked Sick Time is made up of accumulated unused sick time with no limitation on the amount that may be accumulated. At the end of each calendar year, 100% of unused Annual Sick Time days may be credited to Banked Sick Time at 100% of value.

Options for Unused Annual Sick Time. At the end of each year beginning with 2006, employees who meet the eligibility requirements may:

1. Convert unused Annual Sick Time (up to ten days) to cash at 50% of value, or
2. Credit unused days to Banked Sick Time at 100% of value, or
3. Select either option, or a combination of the two.

Retirement Conversion. Upon retirement, Banked Sick Time earned prior to January 1, 2006 will be recognized as credited service for pension purposes. Banked Sick Time earned after December 31, 2005 will be converted to vacation, paid out at 50% of value and recognized as credited service for pension plan calculation purposes.

Section 4. Sick Time Not Counted in Overtime Computation. Paid sick time shall not be counted as time worked for the computation of overtime.

Section 5. Availability of Sick Time From First Day of Illness. Nurses employed for ninety (90) days or more shall be eligible to take earned and accrued paid sick time from the first day of illness or injury.

Section 6. Falsification of Illness. Nurses requesting and receiving paid sick time for reasons other than bona fide illness or injury that would prevent them from adequately and safely performing their regular duties shall be subject to Corrective Action process.

Section 7. Medical Verification. The Employer may require presentation of satisfactory medical evidence substantiating the illness or injury from a licensed physician before compensating a nurse for sick time or before granting a nurse extended sick time without pay or extensions thereof.

Section 8. Fitness for Duty/Return to Work. The Employer will require the nurse to present satisfactory medical evidence if she were absent from work due to a disability, whether the disability is medical, physical or resulting from a work-related injury. The purposes for requesting such verification of the disability-related absence are to ensure that the nurse is physically fit to return to work and so that the absence can be verified so as not to count as an incident of absence under the Employer's Absence Monitoring Program. The cost of the required examination(s) shall be paid by the Employer.

The Employer may require presentation of satisfactory medical evidence from the nurse's licensed physician, or at the Employer's discretion, from a licensed physician on the Employer's staff, when the nurse has current Corrective Action on file as a result of her absences, or when the nurse has taken sick time in association with denied vacation or floating holiday request, or when sick time taken due to illness or injury requires the nurse to be off from work for five (5) consecutive workdays or more.

Section 9. Illness During Work Time. Nurses who report to work and are excused thereafter by the Employer shall receive full pay for said days if eligible for sick time in conformity with all Sections of this Article.

Nurses released during the first four (4) hours of their shift have one-half (1/2) day charged to sick time. Those released during the second four (4) hours shall not be charged sick time.

Section 10. Use of Sick Time to Care for Ill Family Member. Nurses may use sick time to care for an ill family member, subject to the following conditions:

- (a) A nurse may use three (3) days of sick time to care for a child, spouse or other family members.
- (b) The historical use of sick time used by the bargaining group (last three (3) years have been reviewed to determine an appropriate level of sick time the bargaining group must stay within to keep the program in place. The Employer and ONA have jointly established the baseline (sick time cap) of seven (7.0) days of sick time per each full-time equivalent (FTE) per year against which future sick time usage will be measured.
- (c) At each successive calendar year end, the Employer will run a report showing the actual sick time utilization for the year, and measure such utilization against a cap of an average seven (7.0) days sick time per each FTE per year. If the average sick time utilization does not exceed the cap, the program will remain in effect for the next calendar year.
- (d) If the average sick time utilization exceeds the established cap the eligibility to use sick time for the care of a family member will be discontinued from the point in time in which nurses receive such information, and until the close of the next calendar year. At the end of that year a review of such time utilization will again be made. If the average utilization then falls below the established cap, the program will be reinstated for the succeeding year.

- (e) The employer will revise its manner of data collection to enable the recording and reporting of the total hours of all sick time used by the nurses in the bargaining unit as well as to separately report on the total sick time used for the care of dependents as defined under this program.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Requests for Leave. All requests for either a leave of absence or an extension thereof shall be in writing setting forth the details of the leave, or extension, and shall be submitted to the Employer at least three (3) weeks in advance, when practicable.

In emergency situations beyond the control or knowledge of the nurse seeking a leave of absence or extension, the Employer may, at its sole discretion, grant the leave or extension without three (3) weeks' notice.

Section 2. Accrual of Service Credits. Employees on a leave of absence for illness, injury or pregnancy shall accrue service credits for vacation benefits and seniority for the length of such paid leave up to one hundred twenty (120) days maximum. However, employees on leave of absence or layoff for other reasons which are in excess of thirty (30) calendar days shall not accrue service credits for benefits or seniority during the period of such leave of absence or layoff beyond the thirty (30) days.

Section 3. Return to Duty. When a nurse returns to duty from an authorized leave of absence under the Family and Medical Leave Act, not exceeding fifteen (15) weeks, she shall be reinstated in the same position (at the same location) in which she was employed before the commencement of the leave. If however, a layoff ensued while the employee was on leave of absence, the employee will not be reinstated unless recalled from the lay off. In the event a vacancy does not exist, the nurse shall be entitled to the next vacancy that exists in her department or classification for which she is qualified and in accordance with her seniority.

The Employer shall attempt to return nurses on any unpaid leave of absence to the position they held at the commencement of such leave. It is understood, however, that such nurses are not guaranteed that such position or any position will be available except as provided under the Family and Medical Leave Act and the Illness, Injury or Pregnancy provisions of this Article.

Section 4. Types of Leave.

FAMILY AND MEDICAL LEAVE ACT

The Employer agrees to comply with the provisions of the Family and Medical Leave Act, which was effective for this unit on February 5, 1994. Where the provisions of the contract provide for greater benefits than the Act, the contract provisions will prevail.

The Employer agrees that the nurse's use of the provisions of the Act will not be counted as incidents of absence under the attendance monitoring policy.

To qualify under the provisions of the Act a nurse has to have worked for the Employer at least twelve (12) months (which need not be consecutive). The employee must have worked for at least 1,250 hours during the twelve- (12) month period immediately preceding the commencement of the leave.

Upon meeting the above qualifications, a nurse shall be granted a leave of absence for reasons of the birth of a child, to care for a newborn, adopted or foster child, to care for the spouse, child or parent, or for the nurse's own serious health condition.

When a leave, taken under the provisions of the Act, ends the nurse has the right to return to the same position, or if such position has been eliminated, to a position with equivalent pay, benefits, working conditions and job responsibilities.

The Act provides for leave to be taken in one or more periods of time not to exceed twelve (12) weeks total, in a rolling twelve- (12) month period. If both marriage partners are employed by Kaiser Permanente, they are limited to a combined total of twelve (12) weeks of leave during any twelve (12) month period if the leave is taken: (1) for birth of the employee's child or to care for the child after birth; (2) for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or (3) to care for the employee's parent with a serious health condition.

Whenever practicable, the Employer is to be notified thirty (30) days in advance of any leave time to be taken. Emergency situations must be reported to the Employer as soon as possible from the onset of the problem. The nurse must request the leave from the Human Resources Department at least thirty (30) days in advance of a foreseeable leave. The appropriate application and physician statement must be returned according to the guidelines set by the FMLA.

A nurse taking medical leave of absence under the Act will use all available sick time and short-term disability. Available vacation and floating holiday time may be used to supplement income during the time the nurse is receiving short-term disability benefits.

Nurses granted leaves of absence for reasons covered by the Act, other than personal medical leave, have the option of using available vacation and floating holiday time for continuance of income up to the maximum of twelve (12) weeks.

For care of a family member, a physician statement will not be required to substantiate a leave for the first three (3) consecutive or isolated leave days, except for overnight hospital care.

ILLNESS, INJURY OR PREGNANCY

Leaves of absence provided in this Section shall be granted to nurses who have been in active, continuous employment for at least six (6) months and require such leave due to illness, injury or pregnancy. The existence of the condition for which such leave is requested must be supported by satisfactory medical evidence from a licensed physician. A nurse thus certified by her physician to be disabled due to illness, injury or pregnancy shall first use all her accrued sick time. Thereafter she shall be eligible for short-term disability benefits.

The nurse shall return to work as soon as she is able to physically perform the duties of her job. The Employer shall have the right to require periodic statements from the nurse's physician as to her physical condition and a statement as to the estimated date of her return to work.

Leaves granted pursuant to this Section shall not exceed fifteen (15) weeks. Extension of the leave period of up to eleven (11) weeks shall be granted upon request. The period in which the nurse receives paid sick leave and disability income will be included in the leave of absence period. Therefore, all time off, paid and unpaid, will be considered when calculating the eligibility period for a leave of absence.

Effective November 1, 1992, during an unpaid medical leave of absence only, the Employer shall continue premium payments for the nurse's Hospital-Surgical-Medical (H-S-M) coverage on behalf of the nurse for the duration of the leave of absence or six (6) months, whichever is less. The coverage extended will be at the same level of H-S-M coverage as received while on active status.

The Employer will also continue coverage to those nurses remaining under New York Life Insurance H-S-M (further defined in Appendix B). The nurse will be responsible for making the appropriate supplemental difference payment just as if on active status.

EXTENDED LEAVE

In case of substantiated illness, injury or pregnancy, a nurse may have up to three (3) years total leave of absence in conformity with Section 1 of this Article.

In case of illness or injury which has been certified as job related by the Ohio Bureau of Worker's Compensation, such nurse so affected may have up to three (3) years total leave of absence in conformity with Section 1 of this Article.

PERSONAL LEAVE OF ABSENCE

A personal leave of absence, without pay or other economic benefits, may be granted at the discretion of the Employer for good cause shown to the satisfaction of the Employer for a period not to exceed thirty (30) days. The Employer may, at its discretion, grant one (1) month extension to such leave upon good cause shown to its satisfaction.

MILITARY LEAVE OF ABSENCE

The Employer shall abide by the provisions of the Selective Service Act with respect to leaves of absence due to military service.

EDUCATIONAL LEAVE OF ABSENCE

The Employer may, at its discretion, grant leaves of absence to nurses enrolled in bona-fide work-related educational programs designed to further their professional growth and development. Proof of enrollment and participation in such programs may be required by the Employer.

ARTICLE 29 JURY DUTY

Section 1. Excused Absence/Compensation. Nurses required to serve on jury duty shall be granted an excused absence for the time served on such jury duty and such nurse shall be paid for such jury service at their regular rate.

Section 2. Seniority Continued. Nurses serving on jury duty shall retain and accumulate seniority during the term of said jury duty.

Section 3. Court Recess. Nurses on a paid jury duty shall report to work when the court is not in session.

Section 4. Holiday Compensation While on Jury Duty. When a holiday, as specified in Article 23 of this Agreement, falls within a nurse's jury duty service, such nurse shall receive such holiday pay as specified in all Sections of Article 23 and Section 1 of this Article.

ARTICLE 30 BEREAVEMENT LEAVE

Section 1. A leave of absence with pay not to exceed three (3) workdays will be granted to a nurse upon the death of the following individuals: mother, mother-in-law, father, father-in-law, stepparents, stepchildren (if currently residing, or if in childhood resided with the family), grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, husband, wife, domestic partner (as defined under health plan eligibility), son, son-in-law, daughter, daughter-in-law, or relative living with the nurse.

Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their:

- Spouse/Domestic Partner
- Parent/Step Parent/Parent In-Law/Step Parent In-Law/Inloco Parentis/Step Child/Legal Ward/Foster Child/Adopted Child
- Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
- Son/Step Son/Son In-Law/Step Son In-Law
- Sister/Step Sister/Sister In-Law/Step Sister In-Law
- Brother/Step Brother/Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent
- Grandchildren/Step Grandchildren
- Relative living in same household

If the funeral is less than 300 miles away, upon the request of the bereaved employee, the Employer shall grant two (2) additional days off without pay to be taken consecutively

with the leave provided for in this Section. These two (2) additional days will not count as an incident under the Absence Monitoring Policy.

If the funeral is greater than 300 miles away, per the National Agreement, two (2) additional paid days will be granted to attend funeral or memorial services.

Maximum bereavement leave will not exceed five (5) business days. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days. The Employer may require proof of death.

Funeral Leave During a Holiday. If the death of a relative or funeral leave occurs during a holiday covered by this Agreement, the nurse will either be reimbursed or allowed equivalent time off in addition to the holiday.

ARTICLE 31 INSURANCE

Section 1. Benefits Eligibility/ Master Agreements. All insurance benefits contained in this Article are subject to the Benefits Eligibility Article (see Article 22) and are also subject to the terms of the Master Agreements governing each respective insurance policy.

Section 2. Life Insurance. Effective November 1, 2001, the Employer shall provide twenty thousand dollars (\$20,000) in basic life insurance and twenty thousand dollars (\$20,000) in accidental death and dismemberment insurance for nurses regularly scheduled to work twenty (20) or more hours per week. Coverage shall be effective the first day of the calendar month following the date the nurse is hired. Life insurance coverage is currently provided by MetLife Insurance, and accidental death and dismemberment coverage is currently provided by the AIG Life Insurance Company.

The Employer shall provide retirees with Employer-paid Life Insurance in the amount of three thousand dollars (\$3,000).

Section 3. Short Term Disability Plan. For the life of this Agreement, a Short Term Disability Plan (STD Plan) will be provided to all eligible nurses as a supplement to Employer-paid sick leave. STD Plan coverage is currently provided by MetLife Insurance. Coverage will be effective on the first of the month following six (6) months of service. The STD Plan will provide sixty five (65%) of the employees' base weekly salary up to a maximum of three thousand dollars (\$3,000.00) per month for up to twenty-six (26) weeks. [Six month premium paid by Kaiser Permanente.]

Section 4. Hospital-Surgical-Medical Insurance. For the life of this Agreement, the Employer agrees to provide the nurse and all eligible family members with Hospital-Surgical-Medical (H-S-M) care insurance coverage. H-S-M coverage will be provided under the Kaiser Foundation Health Plan of Ohio "F" Contract plus P-1 (psychiatric rider), except for those nurses addressed in Appendix B of this Agreement.

Durable Medical Equipment Coverage. Durable Medical Equipment Coverage shall be provided.

Plan Premium Costs. The Employer will pay the premium cost of the Plan “F” for covered nurses. Effective April 1, 1996, all covered nurses and their covered dependents will pay a five dollar (\$5.00) co-pay for each doctor office visit.

Age of Dependent Children. Dependent children shall be covered by H-S-M to age twenty-five (25).

Effective Date of Coverage. Coverage shall commence on the first day of the calendar month following the date the nurse is hired.

Open Enrollment Periods. After the initial enrollment period, there shall be one annual open enrollment period that will be thirty (30) days in duration, November 1 through November 30, with changes in health plan coverage effective January 1.

Life event status changes, such as follows, will allow an employee to change benefits with notification within thirty-one (31) days of the event, rather than wait until the next annual open enrollment. Human Resources Benefits must receive the paperwork to initiate any change within thirty-one (31) days of the event date.

Life Event Changes Include:

- You get married or begin a domestic partner relationship
- You get divorced or legally separated or discontinue a domestic partner relationship
- You have/adopted/gain a newly eligible dependent
- Your dependent child is no longer eligible for medical, dental or vision coverage
- Your spouse, domestic partner or child dies
- You go out on unpaid leave (not FMLA)
- Your eligible dependent terminates employment or changes in status to non-benefits eligible
- Your eligible dependent becomes employed or changes in status to benefits eligible
- You increase or decrease your scheduled hours

Further information can be found in the benefits Summary Plan Description. Contact your Human Resources Benefits Representative with any questions about what constitutes a Life Event Status Change.

Section 5. Alternate Compensation. An Alternate Compensation Program is available as an option to all full-time and part-time registered nurses.

Nurses desiring this option must enroll within thirty-one (31) days after their date of hire or during the annual open enrollment period, which has been established for choosing hospitalization coverage.

If you lose your current insurance coverage, you will be eligible for the coverage provided by the Employer.

All Other Benefits Excepting Health Plan (H-S-M) Coverage Apply. Full-time and part-time registered nurses selecting this option will be paid their regular straight-time hourly rate plus sixty cents (\$.60) per hour in addition to all other benefits that full-time and part-time registered nurses receive under this Agreement except for Health Plan coverage (H-S-M).

Proof of Health Care Coverage Required. Nurses must submit proof of health care coverage (H-S-M) in order to select this option. Registered nurses selecting this option will receive all other benefits, including but not limited to, overtime premiums, shift or extended hour differentials and one and one-half (1-1/2) times this straight time hourly rate of pay for all hours worked under this Labor Agreement.

Section 6. Drug Plan. During the life of this Agreement, the Employer agrees to make a drug plan available to all eligible nurses who are covered under the H-S-M plan provisions in Section 3 of this Article. Drug plan coverage will be provided under the Kaiser Foundation Health Plan Drug Program Number Two (2). Effective January 1, 1997, nurses covered under the drug plan will pay a five dollar (\$5.00) co-pay for each prescription.

Section 7. Dental and Orthodontia. During the life of this Agreement, the Employer agrees to make dental coverage available, to all eligible nurses. Dental coverage will be provided under the Delta Dental Insurance Company Plan, or similar coverage. Benefits provided shall be equal to eighty percent (80%) of usual, customary, and reasonable (UCR) charges for services included in the basic dental coverage. Such coverage shall be effective on the first day of the calendar month following the completion of one (1) year of active employment.

The Employer agrees to provide an Orthodontia benefit for dependents (up to age nineteen (19) of eligible nurses. This benefit will cover fifty percent (50%) of the dentist's usual, customary and reasonable fees. Orthodontia benefits are limited to a seven hundred fifty dollar (\$750.00) lifetime maximum.

Section 8. Vision Care. During the life of this Agreement, the Employer agrees to make a Vision Care Plan available, to all eligible nurses upon the completion of one (1) year of active service. Such plan will provide for lenses and frames only and will include the following benefits:

- (a) Eyeglass lenses are covered at no charge for one pair of single vision, bifocal or trifocal eyeglass lenses every year (twelve (12) consecutive months) for each covered participant and every year (twelve (12) consecutive months) for each covered dependent child under age nineteen (19).
- (b) Frames are covered for eyeglass lenses prescribed by an eye doctor to a maximum of sixty-five dollars (\$65.00) per covered participant. Covered participants may receive one pair of eyeglass frames every twenty-four (24) consecutive months and every year (twelve (12) consecutive months) for each covered dependent child under age nineteen (19).

- (c) Contact lenses in lieu of glasses are covered up to a maximum of one hundred dollars (\$100.00) per participant every two (2) years (twenty-four (24) consecutive months) for each covered participant and every year (twelve (12) consecutive months) for each covered dependent child under age nineteen (19). The contact lenses must be prescribed by an eye doctor.

ARTICLE 32 RETIREMENT BENEFITS

Section 1. Pension Plan. The pension benefit for normal retirement shall be one and two-tenths percent (1.2%) of the Final Average Monthly Compensation times the number of years of credited service.

Final Average Monthly Compensation (FAMC) is defined as the nurse's average monthly compensation of the highest sixty (60) consecutive months of compensation out of the last one hundred twenty (120) months of employment.

Section 2. Retiree Health Insurance. The Employer shall provide eligible retirees who are age sixty-five (65) or older with the current H-S-M coverage as provided by Article 30, Section 4. Such coverage will be integrated with Medicare and will also be subject to the provisions of the Master Agreement currently designated as Kaiser Foundation Health Plan "F" coverage. Retirees must have at least fifteen (15) years of service as defined in the plan document covering the pension plan.

Those nurses who are able to retire under the early retirement provisions of the pension plan before reaching age sixty-five (65) and who have a minimum of fifteen (15) years of service will receive the Employer-paid retiree H-S-M benefit upon reaching age sixty-five (65).

**ARTICLE 33
DURATION CLAUSE**

Section 1. This Agreement, effective October 1, 2005 shall continue in full force and effect until midnight, September 30, 2010.

Section 2. This Agreement shall be automatically renewed on October 1, 2010 unless either party serves upon the other written notice of a desire to modify, extend, or terminate, this Agreement at least ninety (90) days prior to the date of termination specified above.

Section 3. If a notice to modify, extend or terminate is timely served, the parties hereto shall meet on a mutually agreed upon date after receipt thereof for the purpose of commencing negotiations.

IN WITNESS WHEREOF: The Parties hereto have duly executed this Agreement as of the date first above written.

OHIO NURSES ASSOCIATION

**KAISER FOUNDATION
HEALTH PLAN OF OHIO**

Susan Lauren Shelko, RN, JD, MA
Labor Relations Specialist

Timothy R. Alberts
Vice President Human Resources

Kerri D. Newgard, JD
Labor Relations Specialist

Rosemary Wiggins
Senior Human Resources Consultant

Don Laskowski, RN
ONA Co-Chair

Dan Finucan
Compensation and Benefits Manager

Mary Joyce, RN
ONA Co-Chair

Audrey Callahan, RN, MSN
Regional Manager Primary Care

Carol Bruml, RN, BSN
Local Unit Treasurer

Pamela McClendon, RN, BC, BSN
Team Lead RN, Pediatrics

Jan Brastine, RN, C
Pediatrics, Bedford

Barbara Barker, RN, BSN
Team Lead RN, OB/GYN

APPENDIX A

OHIO NURSES ASSOCIATION

Grievant's Name

Date

KAISER PERMANENTE

GRIEVANCE FORM

Grievance Number

STATEMENT OF GRIEVANCE: (Please attempt to include all pertinent facts, the specific section of the labor agreement violated and the remedy sought. Attach additional sheets if necessary.) Form must be submitted to the Supervisor within ten (10) calendar days after you gain knowledge of the event upon which the grievance is based. While securing a copy for your own records, copies of the grievance are to be given to the local unit chairperson.

FACTS: _____

VIOLATION: Past Practice, All pertinent provisions of the Agreement, including _____

REMEDY: All necessary to make the nurse(s) whole, including _____

ONA Representative

Signature of Grievant

Date

STEP ONE DECISION DELIVERED: (circle one) Hand delivered, Mailed via Post Office, Interoffice mail, FAX, Other: _____
(Attached is the Step One decision. Copies sent in accordance with the Agreement.)

Signature of Supervisor

Date

Response received by Grievant on _____ day of _____ 19____. _____ (Grievant's Initials)

TO THE GRIEVANT: If the Step One decision is satisfactory, no further action is necessary. If however, you wish to appeal to Step Two, you must endorse the statement below and submit the grievance form to the Supervisor within ten (10) calendar days from the date of receipt of the Step One decision, while sending a photocopy of this grievance to the local unit chairperson, and securing the same for your own records.

I WISH TO APPEAL TO STEP TWO:

Signature of Grievant or his/her Representative Date

STEP TWO DECISION DELIVERED: (circle one) Hand delivered, Mailed via Post Office, Interoffice mail, FAX, Other: _____
(Attached is the Step One decision. Copies sent in accordance with the Agreement.)

Signature of Supervisor

Date

Response received by Grievant on _____ day of _____ 19____. _____ (Grievant's Initials)

TO THE GRIEVANT: If the Step Two decision is satisfactory, no further action is necessary. If however, you wish to appeal to Step Three, you must endorse the statement below and submit the grievance form to Human Resources within ten (10) calendar days after the answer from Step Two has been received, while sending a photocopy of this grievance to the local unit chairperson, to ONA at its Columbus office, and securing the same for your own records.

I WISH TO APPEAL TO STEP THREE:

Signature of Grievant or his/her Representative Date

REVISED: 12/19/01

MEMORANDUM OF AGREEMENT

The Employer recognizes that the following positions are bargaining unit positions--- oncology RN's, stress lab RN's, cardiology RN's and ACD RN's. Due to the length of time that has passed since these jobs have been filled, current RN incumbents may join bargaining unit voluntarily at any time. As these RN positions become vacant, the Employer will post these positions as bargaining unit positions.

OHIO NURSES ASSOCIATION:

KAISER FOUNDATION HEALTH PLAN
OF OHIO:

Susan Lauren Shelko, RN, JD, MA
Labor Relations Specialist

Rosemary Wiggins
Senior Human Resources Consultant

Date: _____

Date: _____

LETTER OF RECOMMENDATION:

During local contract negotiations on August 17 and 18, 2005, the ONA and KFHP Negotiating Team addressed the issue of “adequate staffing”. Utilizing the interest-based negotiation process, a number of key mutual interests were identified including:

- Quality patient care
- Improved attendance
- Improved PSS scores
- Improved morale
- Create a more positive attitude re supporting the Partnership
- Equitable distribution of employees from departments for Partnership activities

Based upon further discussion it was agreed that the following recommendations be brought forward to the Clinical Operations Leadership Team (COLT) for your review and consideration:

- (1) A minimum of six (6) weeks notice should be given to managers/supervisors and employee participants of upcoming partnership activities.
- (2) An organizational impact calendar reflecting regional Partnership activities should be developed. This calendar should reflect a rolling year, be updated monthly, and be readily available to all employees.
- (3) Partnership activities should be evaluated to prevent overlap of work groups, avoid duplication of efforts and optimize staffing levels.
- (4) Labor-management partnership training should be provided to increase the number of ONA Partnership representatives throughout the various departments.
- (5) Timetables and deadlines should be established by each partnership work group to facilitate timely completion of projects.

We believe implementation of these recommendations will address the above referenced interests and support overall operational efforts in the clinical areas.

Respectfully,

Susan Lauren Shelko, RN, JD, MA
Labor Relations Specialist

Carol Bruml, RN, BSN
Local Unit Treasurer

Rosemary Wiggins
Senior Human Resource Consultant

Don Laskowski, RN
ONA Co-Chair

Jan Brastine, RN, C
Pediatrics, Bedford

Pamela McClendon, RN, BC, BSN
Team Lead RN, Pediatrics

Mary Joyce, RN
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Dan Finucan
Compensation and Benefits Manager

Barbara Barker, RN, BSN
Team Lead RN, OB/GYN

Audrey Callahan, RN, MSN
Regional Manager Primary Care

Kerri Newgard, JD
Labor Relations Specialist

Timothy R. Alberts
Vice President Human Resources

Memorandum of Agreement

ED/CDU – The parties agreed to keep each other informed. No process will be established.

Memorandum of Agreement

Cuyahoga County/Ohio – Recognition clause will be changed to reflect “Ohio.” The “Cuyahoga County” limitation will be deleted from the clause. The parties will file joint requests for this change with the National Labor Relations Board.

Memorandum of Agreement

During contract negotiations on August 18, 2005, the issue of adequate staffing was addressed. The parties agreed that a joint partnership committee will be formed to review the personal and medical leave processes.

In conducting this review, the following agreed upon options will be considered:

Increased participation of OPMG, MGMT, and Labor partners in coordination of elective FMLA leaves

Review KP FMLA guidelines re: collaborative processes, approvals, etc. complying with contract and law.

Review and agree upon formal medical and personal LOA guidelines (e.g., such as when LOA starts vs. sick leave, forms, etc.).

Remind staff of availability of employee assistance (EAP).

Parties encourage employees to discuss timing of elective leaves with manager prior to scheduling.

The goal for completion of this committee work is July 31, 2006.

Memorandum of Agreement

Floating Between Bargaining Units – ONA agrees to meet with Local 17 and Management. Jointly in spirit of Partnership, to resolve issue – parties will make this a priority.

OHIO NURSES ASSOCIATION:

KAISER FOUNDATION HEALTH PLAN OF OHIO:

Susan Lauren Shelko, RN, JD, MA
Labor Relations Specialist

Rosemary Wiggins
Senior Human Resources Consultant

Date: _____

Date: _____