

LABOR AGREEMENT

between

**KAISER PERMANENTE NURSE
ANESTHETISTS ASSOCIATION of
SOUTHERN CALIFORNIA**

and

**SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP**

October 1, 2018

Provisions of the local Collective Bargaining Agreement and the National Agreement should be interpreted and applied in the manner most consistent with each other and the principles of the Labor Management Partnership. If a conflict exists between specific provisions to a local Collective Bargaining Agreement and the National Agreement, the dispute shall be resolved pursuant to the Partnership Agreement Review Process in the National Agreement.

If there is a conflict, unless expressly stated otherwise, the National Agreement shall supersede the local Collective Bargaining Agreement; however, in cases where local Collective Bargaining Agreements contain explicit terms which provide a superior wage, benefit or condition, or where it is clear that the parties did not intend to eliminate and/or modify the superior wage, benefit or condition of the local Collective Bargaining Agreements, the National Agreement shall not be interpreted to deprive the employees of such wage, benefit or condition.

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AGREEMENT

This Agreement is entered into and effective as of October 1, 2018, by and between the Southern California Permanente Medical Group, hereinafter referred to as the "Employer" and the Kaiser Permanente Nurse Anesthetists Association, hereinafter referred to as the "Association."

100 ARTICLE I – RECOGNITION

101 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Certified Registered Nurse Anesthetists (CRNAs) employed at the facilities of the Employer, with respect to wages, hours and working conditions.

102 Excluded from the bargaining unit are all other employees, physicians, registered nurses, student nurse anesthetists, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act, as amended.

200 ARTICLE II - ASSOCIATION SECURITY

201 Section 1 - Association Membership

202 All present employees shall either become and remain members in good standing of the Association within thirty (30) days of execution of this Agreement as a condition of continued employment or pay a service fee to the Association equal to the Association's usual and customary dues and initiation fees.

203 All employees hired by the Employer subsequent to the ratification of this Agreement shall on the thirty-first (31st) calendar day following the beginning of their employment either become and remain members of the Association as a condition of employment or pay a service fee to the Association equal to the Association's usual and customary dues and initiation fees.

204 Association Membership, for the purposes of the two preceding paragraphs, shall be defined as payment of usual and customary dues and initiation fees to the Association or an amount equal thereto as a service fee.

205 Section 2 – Checkoff

206 The Employer shall deduct from each Association member's wages, the amount of Association dues and initiation fees uniformly required by the Association of all employees who have voluntarily given written authorization to the Employer.

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

208 Section 3 - Information

209 At the time of employment, a copy of this Agreement shall be given by the Employer to each employee covered by this Agreement. Within thirty (30) days after the execution date of this Agreement, the Employer will provide the designated Association Representative with a master list of all employees who are subject to the provisions of this Agreement, giving the names, addresses, status (i.e., full-time/part-time/per diem), dates of employment, and rates of pay.

210 On or before the tenth (10th) of each month subsequent to the establishment of the master list, the Employer will forward to the Association, on a facility by facility basis, job postings, the names, addresses, status (i.e., full-time/part-time/per diem), dates of employment and rates of pay of new employees and the names of those employees who have transferred (notify Transfer Processing Center), resigned or who have been terminated.

211 Section 4 - Bulletin Boards

212 The Employer will provide space on a bulletin board (not less than 17" x 22") convenient to the employees at each facility for use by the Association for posting of information concerning Association activity.

213 Section 5 - Association Representatives

214 The Employer agrees to recognize Association Representatives duly appointed by the Association who may receive concerns and ensure that the terms and conditions of the Agreement are observed, provided that such activity does not interfere with the work assignment of the Association Representative or other employees. On a yearly basis, the Association will notify the Employer in writing of the names and the facilities of all duly appointed Association Representatives. The Employer agrees that there shall be no discrimination against the authorized Association Representative because of Association activity.

215 Association Representatives will obtain permission from their immediate supervisor to engage in Association activities during work hours and Association Representatives will not be paid for time spent during work hours in Association activities, except when participating in meetings with management during their scheduled working hours.

216 Meetings scheduled by the Employer and attended by Association Representatives, which are conducted during the normal scheduled/working hours of said Representatives, will be paid for at straight time. Conversely, when such meetings are convened during a time that the attending Association Representatives are not normally scheduled to work, the Employer will not pay for the time spent at such meetings. Further, the Employer will not pay Association Representatives for time spent in collective bargaining.

217 Upon request and provided space is available, Association meetings may be held at a medical center. Such Association meetings may be canceled in favor of other requests of a higher priority. The Employer will determine the priority of all such requests.

218 Duly authorized Association Representatives shall be permitted at all reasonable times to enter the facilities operated by the Employer when such visits are necessitated by matters concerning the administration of this Agreement, and for observing conditions under which members are employed. This authorization is made with the understanding that the Association Representatives shall, upon arrival at the facility, notify the Human Resources Director (or designee) of the intent to transact Association business, and provided further that no interference with the work of employees or the confidentiality and privacy of patient care shall result. Upon entering the department, the Association Representative will check with the Supervisor or designee if available.

300 ARTICLE III - DISTRIBUTION OF WORK AND COVERAGE

301 The parties recognize the professional status of CRNAs and as a matter of policy agree to work collaboratively on issues regarding CRNA practice with the Employer. To that end, CRNAs have the

opportunity to participate in shared governance/unit-based teams to provide a forum for issue resolution and for joint decision making in areas of scheduling, recruitment and retention, rewards and recognition and other initiatives to meet the needs of the organization. All employees are encouraged to participate in these activities as part of the professional role of the CRNA. (Refer to published Unit Based Teams training requirements).

302 The Employer and the Association recognize and agree there is a need to allow management personnel that are Certified Registered Nurse Anesthetists, Anesthesiologists, Graduate Registered Nurse Anesthetists (Board eligible) and Student Nurse Anesthetists to perform work normally performed by the Certified Registered Nurse Anesthetists.

303 Regarding management personnel that are Certified Registered Nurse Anesthetists, the Employer and Association agree that they will perform such work normally performed by employees covered by this Agreement for the following reasons: To maintain professional skills; to provide Extended Sick Leave relief as needed; to provide Earned Time Off relief as needed; to work during emergency situations; and to serve in various instructional capacities. Furthermore, the parties agree that a manager may be on the work schedule when there is insufficient staff to accommodate the anticipated workload. There will be a review annually or more often of work performed by management personnel if requested by either the Employer or the Association. The performance of bargaining unit work by management personnel may be limited at that time.

304 The parties agree that management personnel may perform bargaining unit work up to a half FTE per individual on a regular basis. Work exceeding this limit would only be for critical staffing shortages. The Association must approve a manager working beyond a half (0.5) FTE.

305 At Satellite Facilities (definition: a self-standing building under the administration of a main Medical Center), only one (1) Supervisor (or, alternatively, Assistant Supervisor) shall be permitted to perform Bargaining Unit work at each Satellite Facility and only when at least one (1) full-time Bargaining Unit CRNA is assigned to that facility.

306 The services covered by this Agreement (i.e., administering of anesthesia) are those listed in the Regional Job Description, and such services shall only be performed by members of the Bargaining Unit, management personnel that are Certified Registered Nurse Anesthetists, Graduate Registered Nurse Anesthetists, Anesthesiologists and Student Nurse Anesthetists. The parties also agree that there are other duties not listed in the Regional Job Description, which may be performed in whole or in part by members of the Bargaining Unit.

307 It is the Employer's intent to continue its current policy of employing Certified Registered Nurse Anesthetists and Graduate Registered Nurse Anesthetists (Board eligible).

400 ARTICLE IV - NONDISCRIMINATION AND AFFIRMATIVE ACTION

401 The Employer and the Association agree to foster the principles of affirmative action and agree that there shall be no discrimination against any employee or applicant because of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation, gender identity, physical disability, mental disability or veteran status as provided by law.

402 There shall be no distinction between wages paid to men and wages paid to women within the bargaining unit for the performance of comparable quality and quantity of work on the same or similar jobs.

403 The Employer recognizes the professional status and individual qualifications of members of the bargaining unit. The Employer will not unfairly discriminate between equally qualified Nurse Anesthetists in the application of the terms and provisions of this Agreement.

500 ARTICLE V - PERFORMANCE EVALUATIONS

501 All employees shall be given an opportunity to read and comment upon any performance evaluation or corrective action prior to the placement of such material in their personnel file. Copies of such material shall be given to the employee at the time the document is issued. The employee shall sign and date such material only as proof of receipt. Employees may submit written rebuttals to performance evaluations or corrective action and such rebuttals will be attached to the material in the file.

600 ARTICLE VI - PROBATIONARY PERIOD

601 The probationary period for all new employees covered by this Agreement will consist of the first six (6) months of employment for full-time and part-time employees and the first one thousand (1000) hours for Per Diem employees. Probationary employees shall be entitled to all rights and privileges as set forth in this Agreement, except that probationary employees can be disciplined and/or discharged without recourse to the Grievance Procedure as set forth in Article XIII. An extension of the probationary period, in lieu of termination, may be granted upon the request of the Employer and the written approval of the Association. Additionally, employees may not submit a transfer request during their initial six (6) month probation. A personnel evaluation, in writing, shall be provided to an employee upon completion of the probationary period, or upon termination, if requested.

602 An employee may apply for an external posting during their probationary period. The new-hire probationary period will reset for the new position.

700 ARTICLE VII - NEW CLASSIFICATIONS AND TECHNOLOGICAL CHANGES

701 Section 1 - New Classifications

702 The Employer retains the right to establish new classifications; however, prior to the implementation of any such new classification, the Employer will confer with the Association with a view toward reaching mutual agreement regarding the rationale for the new classification and the proposed interim rate.

703 In the event no agreement is reached on the wage rate, the Employer may implement the interim rate; and, the Association may use the grievance procedure in objecting to the rate established for the classification. In the event the grievance reaches arbitration, the arbitrator will base the decision on internal wage rates and the community wage comparisons.

704 If no grievance is filed within the time limits specified in Article XIV Grievance Procedure, the interim rate shall be considered permanent.

705 Section 2 - Technological Changes

706 The Employer shall retain the right to institute technological and/or procedural changes.

800 ARTICLE VIII - HOURS OF WORK

801 Section 1 - Professional Hours / Schedule

- 802 The parties recognize the Professional nature of work performed by employees covered by this Agreement. While each full-time employee will be scheduled to work an average of eighty (80) hours biweekly, the actual daily and weekly work schedule may vary due to time requirements of specific assignments and seasonal variations in work load. The Employer agrees to provide full-time employees eighty (80) hours of pay on a biweekly basis. However, if an employee is off work on a non-compensated employee-initiated absence, the employee is not guaranteed eighty (80) hours of pay.
- 803 All CRNAs are expected to work all operational hours of a facility regardless of facility seniority.
- 804 The scheduling of hours during the week shall be established by the Chief of Service, or designee. The CRNA schedule will be facility specific. The creation of the schedule and the changes to meet the needs of the facility and the employee(s) will be a collaborative effort between the facility department administration and the employees. Nothing in this Agreement shall prevent CRNAs from mutually agreeing to exchange shifts with the prior approval of the Supervisor, and such approval will not be unreasonably withheld. In the event it becomes necessary to change the posted schedule, the Chief of Service or designee will give affected employees as much notice as possible. Consideration shall be made for extenuating circumstances.
- 805 Should a full-time or part-time CRNA accept a work assignment to begin prior to the start of his/her normal shift which results in the CRNA working hours additional to his/her normal scheduled shift, or should a CRNA accept the assignment of additional hours (following the completion of all work contemplated in the first sentence of Paragraph 806 and/or Paragraph 2312) all such additional hours shall be paid at the CRNAs regular straight time hourly rate.
- 806 Where conditions require that a CRNA work beyond his or her scheduled hours, the CRNA will perform such required services without additional compensation up to one (1) hour after his/her scheduled shift. If the CRNA works one (1) hour or more, they will be compensated for all hours worked which will include the first hour. These are only hours which the CRNA is required to complete due to lack of relief, emergencies, or unexpected work load. Conversely, where the duties of any CRNA are not required, such CRNA will be released from duty. The Employer will make every reasonable effort to provide staffing which is adequate for the expected work load.
- 807 Full-time and Part-time employees who work on all or part of a day on which they were not scheduled will be paid for hours worked. Non-scheduled hours (except in the extenuating circumstances contemplated by Paragraph 805 and 806) will be accounted for by the time-keeping process.
- 808 Section 2 - Notice of Intended Absence
- 809 Employees who will be absent from work for any reason will notify their designated manager and/or use existing departmental notification procedure(s). The intended absence should be reported as soon as the employee has knowledge or two (2) hours prior to the commencement of the shift. The reason and anticipated length of absence should also be reported.
- 810 Section 3 - Job Sharing
- 811 The Employer and Association agree to meet and discuss, in good faith, all Job Share requests. The Employer agrees to give consideration to all benefitted employee requests predicated on justifiable reasons.
- 812 The option of Job Sharing is available to full-time and part-time employees only at their facility. The Job Share position will be posted for seven (7) days at the facility. Employees on ACP must be regularly

scheduled to work twenty (20) hours per week in order to maintain their ACP status. The Job Share will commence when the vacated position created by the Job Share is filled.

813 If three or more employees are interested in the same Job Share, the position will be awarded by facility seniority.

814 Section 4 - Job Share Template

815 The following is a template of the Job Share Agreement. All Job Shares must have signed agreement between the parties. The template below may be modified to meet the facility and employee needs but must contain the essential provisions below.

EMPLOYEE JOB-SHARING AGREEMENT

It is mutually agreed per the Collective Bargaining Agreement, that (name of CRNA) and (name of CRNA) will be permitted to share one CRNA full-time position. The status of these two CRNAs will be changed to part-time, forty (40) hours per pay period. By signing this agreement, the parties agree to the following provisions:

1. If one of the Job Share participants terminates, reduces hours below 40 hours per pay period or transfers to another position, the other incumbent will be assigned the additional hours up to full-time.
2. If the needs of the department change, the Job Share participants may be assigned additional hours up to full-time, upon mutual agreement of the two participants and Department Administrator. In instances where Compulsory Hours have been implemented, the Job Share participants may be assigned to work up to full-time hours at the discretion of the supervisor.
3. It is agreed by the incumbents of this Job Share that they will work compatibly together to fill this position. Failure to do so could result in the dissolution of the Job Share.
4. The Job Share participants will agree to cover for all vacation and PTO requests that the participants have mutually agreed upon, including, but not limited to, coverage for paid and unpaid excused absences, jury duty, ESL, family leave, bereavement leave, sick leave, medical leave, or as determined by the Job Share participants, the Employer and the Association at the signing of this Agreement.
5. The Job Share participants or the Employer in conjunction with the Association, have the ability to review this agreement if requested by any of the interested parties. The Job Share may be terminated if any of the parties' request in writing that the Job Share be dissolved. If there is agreement to dissolve the Job Share the Employer, the Association and the participants must agree to the placement of the participants into available positions.

This agreement and the above conditions will begin on (date) and will be renewed on an annual basis. Continuation of the Job Share is based on the needs of the department and the agreement of the Job Share participants, the Employer and the Association. The agreement does not supersede the provisions of the Collective Bargaining Agreement. This agreement shall not establish precedent or be binding on the Association or Employer.

_____	_____	_____	_____
Employee (A) Print	Employee I.D. Number:	Employee (A) Signature	Date
_____	_____	_____	_____
Employee (B) Print	Employee I.D. Number	Employee (B) Signature	Date
_____	_____	_____	_____
Department Administrator		Department Administrator Signature	Date
_____	_____	_____	_____
Association Representative		Association Representative Signature	Date

900 ARTICLE IX - INCENTIVE PROGRAM AND COMPULSORY HOURS

901 Section 1 - Incentive Program

902 In an effort to avoid compulsory hours, an incentive program/pay will be implemented if any of the following exist:

1. 15% of CRNA operational hours necessary to cover the schedule of the Medical Center Area during two consecutive pay periods are unfilled after available staff are scheduled to their status and all per diems have been utilized to their availability.
2. Any last minute vacated shift (less than or equal to 72 hours)
3. During the pay period in which any compulsory hours occur, all uncovered posted non-compulsory hour shifts and/or any shifts above the CRNAs employment status that are picked up, will receive incentive pay.

903 Incentive pay will be in the amount of \$18.75 plus base pay for each hour worked.

904 Section 2 - Compulsory Hours

905 The parties have a mutual agreement to not use Compulsory Hours as a Staffing Model. The Association and the Employer recognize the need to maintain adequate staffing levels to ensure patient access to surgery/anesthesia care. The Association and the Employer also recognize the importance of maintaining appropriate work-life balance and stability within the schedule. These issues serve as a foundation to create an environment where both provider/patient safety as well as departmental morale is enhanced.

906 The following principles are to be applied to reduce the overall instances in which Compulsory Hours are utilized.

907 Section 3 - Principles

- Quality Patient-Centered care is of utmost importance.
- Stability in work schedules is important for Work/Life balance.
- Employer, Association and employee will work collaboratively to resolve underlying issues and seek solutions in an interest-based manner.
- The Association Executive Leadership will be informed by the Employer as soon as they are aware of any shortage that may result in Compulsory Hours.
- The Employer commits that departmental staffing needs will be based on status hours without the expectation that CRNAs will work above their status hours.
- The Employer will be proactive and fully engaged in developing staffing protocols for known and unanticipated leave of absences (LOAs).
- A Compulsory shift will not be started within sixteen (16) hours of an employee's last hour worked.
- Limit compulsory hours to eight (8) and ten (10) hour shifts – facility specific shifts can be made in Partnership
- Compulsory Hours will be within the published operating room schedule.

908 Section 4 - Tools

- To prevent the use of Compulsory Hours, the departments will be required to use the following tools in problem solving:
- Joint scheduling, staffing and workforce planning processes.
- Root Cause Analyses and strategic planning.
- Unit-Based Teams (UBTs) participate in the processes, planning and staffing to minimize/prevent the use of Compulsory Hours.
- UBTs communicate with stakeholders a jointly approved update.
- Interest-Based Problem solving with Association Executive Leadership (or designee), Employer and key stakeholders.
- JAMCo and/or Association Executive Leadership and Employer will collaborate prior to implementation of Compulsory Hours.

- “SWAT” team creation through JAMCo to deal with escalation issues.

909 Section 5 - Triggers

910 If all operational hours are staffed with employees and the above principles and tools have been followed and escalated appropriately, and it is agreed Compulsory Hours must be implemented, it will be done only if the following triggers are met:

1. There are active unfilled and posted benefited FTEs
2. Onboarding period for:
 - a. Benefited New hires
 - b. Benefited Pending transfers
3. External declared state of emergency
4. Unplanned extended leaves of absence up to ninety (90) days

911 Section 6 – Process

912 Should all employees refuse an Employer's request to work on all or part of a day or shift on which they are not scheduled to work, the Employer will assign full-time and part-time employees to work the required hours. Such assignment of employees will be rotated starting with inverse facility seniority of all employees available to work the additional hours. Interpretation of “availability” will be determined by the Employer and Association at each facility based on operational needs.

1. Initiate Incentive Pay Program.
2. Post available shifts.
3. Consider flexing up Part-Time and Per Diem employees on a voluntary basis.
4. Contact individual not already scheduled to work, to volunteer for additional hours.
5. Seek creative and flexible solutions:
 - a. Sharing/splitting a shift among staff.
 - b. Ask day staff to stay over.
 - c. Ask night shift staff to come in early.
 - d. Offer an alternative day off.
6. Institute SHARE program (Article X, Section 5).
7. Innovate in partnership with Association.
8. Re-evaluate and reassign shifts for maximum clinical coverage.
9. Implement Compulsory Hours.
 - a. The employee who received the Compulsory Hours gets the credit for purposes of the inverse seniority queue.
 - b. The employee working the Compulsory Hour shift receives Compulsory Hour pay – in the amount of \$28.125 plus base pay for each hour worked of Compulsory Hours.
 - c. An employee may only be scheduled to work a Compulsory Hour shift once per pay period, unless otherwise mutually agreed to by employee and supervisor.
10. Report to JAMCo any Compulsory Hours in excess of ninety (90) days.
11. Record and report Compulsory Hours on the following form:

Southern California Only revised 2018							
Author:				Date:			
Pay Period to be included:							

Please make sure to report everything in text format, for the first five columns. (The sheet is already formatted for you)									
To assure that the information is entered into the next paycheck information needs to be at NPC by 4pm the Thursday before the pay period ending date. (see Payroll Calendar tab) for dates									
In the event that NPC has a problem with the information given, NPC will be returning the information in red for future corrections.									
Required									
EMPLID preceding 00 are mandatory	NAME Last, First	EARN CODE 3 digits	Pay Period Beg Date	Pay Period End Date	AMOUNT	ACCOUNT CODE 08XXXXXXXXXX Please make sure to add the 08	Date worked	# of Hours worked	Reason: Planned vs. Emergent

1000 ARTICLE X - JOB POSTINGS AND FILLING VACANCIES

1001 Section 1 - Job Postings

1002 All position vacancies in any facility shall be posted regionally for internal bidding for seven (7) calendar days. Employees may submit interfacility transfer requests, through Human Resources. Job postings pursuant to this Article shall be made available to the Business Representative of the Association on Thursday of each week.

1. Certified Registered Nurse Anesthetists (CRNAs) are hired at Kaiser Permanente to work all operational hours.
2. All CRNA job postings reflect “Variable” in hours of work.
3. No CRNA job posting reflects a fixed shift position.

1003 Section 2 - Filling Vacancies

1004 In filling any vacancy covered by this agreement all qualified transfer applicants, with demonstrated satisfactory job performance, who wish to be considered, must apply within the posting requirements of Section 1. The most senior qualified applicant shall be selected for a posted position. If a transfer request is submitted by a qualified bargaining unit applicant after the seven (7) day posting period and a verified offer of employment has not been extended, the more senior qualified employee shall be selected. A bargaining unit representative will participate on the panel that interviews all applicants.

1005 The Employer agrees to give strong consideration to an Employee’s request for transfer even though a Notice of Disciplinary Action is present in the Employee’s file.

1006 Section 3 – Evaluation Period

1007 Employees who transfer to a position covered by this agreement shall undergo a forty (40) working day evaluation period during which an employee who fails to meet the medical center standards of practice shall be returned to their former position. The Employer may extend the evaluation period up to an additional twenty (20) working days. Additionally, an employee may choose to return to her/his former position at any time during the length of their evaluation period. Upon return to the previous facility the employee will retain their facility seniority including compensated hours worked at other facility.

1008 When the prompt transfer of an employee results in a serious understaffing at the employee's original facility, the original facility may delay the employee's actual transfer for sixty (60) days.

- 1009 Where more than one employee requests a transfer from a facility, within a six (6) month period, and where the Employer can evidence that said transfer(s) will lead to serious understaffing, said transfer(s) may be delayed. A release date(s) will be negotiated between management at the affected facilities, the Association Representative, and the employee(s). Transfer requests cannot be denied due to multiple requests at a single facility, but they can be delayed if there is a significant adverse impact on operations. The affected parties will meet to work out a reasonable release date for the employee(s).
- 1010 Where an employee has been selected for transfer to a facility, the employee's seniority at such facility shall commence with the date of the verified selection. Employees who have applied for transfer will be notified in writing within three (3) weeks after the position has been filled as to the granting of the posted position and, if requested, the reasons for their non-selection.
- 1011 Section 4 – Inter-facility Transfers
- 1012 In an extreme emergency, an employee may be asked to temporarily assist in the work load at another facility. All hours worked at alternate facilities will be applied to the employees' facility seniority.
- 1013 Section 5 – SHARE Program
- 1014 SHARE Guidelines
1. Those individuals in SHARE are not promised any specific number of hours or shifts to work.
 2. The SHARE program may provide CRNA staffing for a Kaiser Permanente facility for Extended Sick Leave, Last Minute Sick, Leave of Absence, Vacation, hours recently vacated, Full Time, Part Time, Per Diem, and/or a vacant position during the search process.
 3. SHARE hours will not be used in lieu of hiring needed CRNAs.
 4. Each facility will set Scope of Practice for CRNA SHARE staff
 5. CRNA will be qualified at a maximum of two (2) additional facilities for three (3) Total which will be comprised of one (1) Home Facility (the facility at which they are employed) plus two (2) SHARE facilities.
 6. Compensation for SHARE will be paid at CRNA's pay rate per the provisions of this agreement.
 7. All SHARE staff shall be covered at all SHARE facilities by this collective bargaining agreement.
- 1015 Candidate Requirements
- 1016 The following are recommended candidate guidelines, which may be used at the discretion of the supervisor.
1. Completed six (6) benefitted months or one thousand (1000) hours Per Diem probationary period.
 2. BLS, ACLS and/or PALS as per facility requirements.
 3. To be eligible for the SHARE program, a CRNA must first and foremost meet their required hours and needs of their Home Facility.
 4. The CRNA is responsible for their mileage and transportation costs to and from work.
 5. The CRNA is responsible for the Annual Requirements and Competencies at each facility they work at, including but not limited to: Safety Test, Fire Class, Compliance hours, Employee Health, etc.
- 1017 Section 6 – Inter-Regional Transfers
- 1018 CRNAs transferring into the Southern California Region from other regions will retain years worked as a CRNA, where 1-year equals 2,000 hours, for purposes of benefit accrual and placement on the wage structure only. Inter-regional transfers will be considered new hires for all other purposes, such as the probationary period, accrual of seniority, job and ETO vacation bidding.

1100 ARTICLE XI – SERVICE CREDIT AND SENIORITY1101 Section 1 – Service Credit

1102 Service Credit for Full-time, Part-Time and Per Diem Employees shall be defined as the length of continuous employment in the bargaining unit with the Employer less any absence from employment, except regularly scheduled days off, which exceed sixty (60) calendar days for which no compensation is received. Service Credit shall continue during the entire period of the leave of absence due to industrial illness or injury.

1103 Section 2 – Regional Seniority Definition

1104 Regional Seniority within the bargaining unit shall be based upon the total number of compensated hours in a CRNA covered position(s) with the Employer beginning with the last date of hire, defined as the first day of employment, including orientation and training

1105 Section 3 – Facility Seniority Definition

1106 For the purposes of holiday and ETO – annual vacation bidding selection, the following definition of seniority shall apply:

1. Facility seniority within the bargaining unit for full-time employees shall be based on the verified date selected for transfer or the date hired into a position in the facility.
2. Date of hire is defined as the first day of employment, including orientation and training.
3. Facility seniority for part-time employees is based on compensated hours at the facility. 2,000 hours is equivalent to a year of service.
4. Facility shall be defined as the medical center and attached satellite medical offices and/or operating rooms.

1107 The employees and supervisor may mutually agree on holiday and annual vacation bidding selection guidelines at each facility other than outlined in Article XV, Paragraph 1504 and Article XVI, Section 3, Paragraph 1613.

1108 If there is mutual agreement between supervisor and Association, then the CRNAs within a department may choose, by consensus, to have separate and/or individual schedule slots and/or rotations. These slots and/or rotations will be available by facility seniority. Consensus is defined as each participant being able to accept and support the alternate selection. Decisions reached by consensus shall be upheld, reviewed and renewed on an annual basis.

1109 Employees will rotationally take their first selection for extra shifts or hours using their facility seniority. An alternative selection may be implemented by consensus.

1110 Section 4 - Loss of Seniority

1111 Any employee covered by this Agreement shall lose all seniority rights under this Article upon being discharged for just cause; voluntary resignation; failure to return to work following an authorized leave of absence; being on layoff status for a period in excess of one (1) year (except those employees with five (5) or more years of Service Credit may remain on layoff status with all rights vested for a period of two (2) years.

1112 Section 5 - Reduction in Force

1113 In the event of a reduction in force or hours, the Employer agrees to meet to inform the Association of such reduction in force or hours. A reduction of hours and/or force shall be accomplished by facility on the basis of Regional Seniority within the bargaining unit for Full-Time and Part-Time employees and on the basis of Service Credit for Per Diem employees.

1114 The Full-time or Part-time employee(s) who has been laid off at an affected facility may exercise his/her Regional Seniority, if any, by displacing the least senior Full-time or Part-time employee having the least Regional Seniority within the bargaining unit. Failure to exercise Regional Seniority as described above shall result in the layoff of the affected employee.

The Per Diem employee(s) who has been laid off at an affected facility may exercise his/her Service Credit within the bargaining unit, if any, by displacing the least senior Per Diem employee having the least Service Credit within the bargaining unit. Failure to exercise Service Credit within the bargaining unit as described above shall result in the layoff of the affected employee.

The order of reduction shall occur as follows:

1. Per Diem employees.
2. Full-time and/or part-time employees based solely on Regional Seniority as defined in Paragraph 1104.

1115 An employee who has been laid off or whose hours have been reduced pursuant to this section shall be offered, in reverse order of layoff, the first available vacancy or increase in hours as the case may be before a new employee is hired. The order of call back shall occur as follows:

1. Full-time and/or part-time CRNAs based solely on Regional Seniority as defined in Paragraph 1102.
2. Per Diem CRNAs.

1116 An employee on layoff status shall have rights to rehire for one (1) year, except those employees with two (2) or more Service Credit years may remain on layoff for two (2) years from the date the employee was placed in such status. Employees with less than one (1) Service Credit year at the time of layoff shall have recall rights for a period of time equal to the length of Service Credit. An employee who is laid off after one (1) year of Service Credit will be given one (1) week's severance pay in lieu of notice. An employee with ten (10) years or more of Service Credit who is laid off will be given two (2) weeks severance pay in lieu of notice. The Employer will endeavor to give as much notice as possible in the event of a reduction in force.

1117 Section 6 - Return to the Bargaining Unit

1118 When a CRNA returns to the bargaining unit within one (1) year from another position held with the Employer, which is not covered by this Agreement, the CRNA shall retain their previous Regional Seniority for purposes of wage placement, benefit accrual, job bidding, transfer or layoff based on the amount of time the CRNA had previously spent in the bargaining unit. If the CRNA returns to a covered position at their last facility, the CRNA will retain their previous Facility Seniority. This will allow employees the opportunity to accept administrative or other internal positions and return to the bargaining unit without losing their previously held Facility Seniority.

1119 When a CRNA returns to the bargaining unit after one (1) year from another position held with the Employer, which is not covered by this Agreement, the CRNA shall retain their previous Regional Seniority for purposes of benefit accrual and wage placement only based on the amount of time the CRNA had previously spent in the bargaining unit.

- 1120 If a CRNA terminates employment and is subsequently rehired into the bargaining unit within six (6) months that CRNA shall retain all previously accrued Service Credit for wages and benefits only.
- 1200 ARTICLE XII – DISCIPLINE
- 1201 The Employer shall discipline, suspend and discharge any non-probationary employee for just cause only. It is the intent of the Employer to use progressive discipline in normal circumstances. Where appropriate, the Employer will use informal corrective action such as verbal counseling and/or documented counseling prior to issuing of formal discipline. Formal discipline imposed may include any or all of the following: Written Notice of Disciplinary Action, Suspension and Discharge. With respect to discipline, the Employer will exercise reasonable judgment in disciplining employees by providing at least one (1) written warning prior to disciplinary action, except that such written warning shall not be required where the employee is guilty of gross misconduct (such as substance abuse, physical altercations or theft) or gross neglect of duty which could result in immediate termination. All employees shall be given the right to have the local Association representative present at any meeting with supervisors or management representatives when such meetings are investigatory or disciplinary in nature. Prior to beginning any investigatory or disciplinary interview, the supervisor will inform the CRNA of the nature of the interview.
- 1202 It shall not be a violation of this Agreement and it shall not be cause for discipline, including discharge, if a CRNA refuses to perform any service which but for the existence of a lawful, primary labor dispute would be performed by other employees of the Employer, except in cases of extreme emergencies.
- 1203 Any material relating to corrective action for which there has been no recurrence for twelve (12) months shall not be used as a basis for progressive corrective action in any future matters and will be removed from the file after twelve (12) months from the date of occurrence. Employees will have reasonable access to review their files to ensure that outdated letters of corrective action have been removed. If an employee is absent for thirty (30) or more calendar days, the entire period will be added to the prescribed time limit for current letters of corrective action.
- 1204 All employees shall be given the opportunity to read and review any formalized concern with respect to care or services rendered by the Certified Registered Nurse Anesthetist.
- 1300 ARTICLE XIII – JUST CULTURE
- 1301 Just Culture is the framework that the Employer and the Association will jointly integrate and utilize to ensure quality, service and patient safety. Implementing the Just Culture principles promotes and sustains an environment of safety, which encourages employees to report errors and near misses without the fear of retaliation and ensures balanced accountability for both individuals and the organization responsible for designing and improving systems in the workplace.
- 1302 The employees and the supervisors will work together to create and sustain an environment of Just Culture by ensuring that key elements of Just Culture are used and understood by employees and supervisors (e. g. Just Culture training in NEO, addressed through local labor management committees, utilization of the Just Culture toolkit and algorithm).
- 1400 ARTICLE XIV - GRIEVANCE PROCEDURE
- 1401 Section 1 - Grievance

1402 Both the Employer and the Association pledge their continuing efforts to secure prompt disposition of requests, complaints and grievances and agree that most disputes can be, should be and will be resolved in informal discussions and/or via Dispute-Resolution process. A grievance as referred to in this Article is any dispute arising between the parties concerning the interpretation or application of the provisions of this Agreement or any disagreements relating to wages, hours of work, or company rules. The parties also agree that there exists a mutual obligation to adhere to reasonable organizational policies and procedures which shall be consistent with this Agreement when applicable. Each grievance must be initiated in writing at the first step within thirty (30) calendar days after the occurrence or knowledge of the event causing the grievance or the grievance shall be considered waived. The grievance procedure shall consist of the following steps:

1403 Section 2 – Grievance Steps

Step I

The employee and/or the Association Representative shall confer with the employee's Department Administrator in an attempt to settle the matter. A meeting to resolve this shall be held within seven (7) calendar days of notification of grievance. If the matter cannot be resolved, the Department Administrator shall respond to the grievant in writing within seven (7) calendar days following the meeting.

Step II

In order for a grievance to be considered further, an appeal setting forth the complaint, the specific violation and the remedy sought shall be filed in writing with the local Human Resources Director (or designee) at the facility within seven (7) calendar days after receipt of the Step I response. Following receipt of the written appeal a meeting shall be held within seven (7) calendar days between the aggrieved, the Association Representative and the Medical Group Administrator (or designee), and the Human Resources Director (or designee) to resolve the issue. The Human Resources Director (or designee) shall respond in writing to the Association Representative within seven (7) calendar days after the meeting. All termination grievances shall be referred immediately to this Step within ten (10) calendar days from the date of the termination.

Step III

In order for a grievance to be considered further, an appeal shall be filed in writing with the Manager of Labor Relations (or designee), within ten (10) calendar days after receipt of the Step II response. Following receipt of the written appeal, a meeting shall be held within ten (10) calendar days between the Association Representative and the Manager of Labor Relations (or designee) to resolve the issue. The Manager of Labor Relations (or designee) shall respond in writing to the Association Representative within fourteen (14) calendar days after the meeting.

Step IV Arbitration

After receipt of the Employer's Step III response, the Association shall have fourteen (14) calendar days to appeal the grievance to arbitration. A grievance appealed to arbitration shall be submitted to the arbitrator who shall be impartial and who shall be appointed by a mutual agreement of the parties. In the event that a mutual agreement cannot be reached on an arbitrator within ten (10) calendar days of the receipt of notice of appeal to arbitration, the Federal Mediation and Conciliation Service shall be asked to name a panel of five (5) individuals from which one (1) name shall be selected by the parties within five (5) calendar days after the receipt by alternating striking names. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with specific terms of this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement. An arbitrator has no authority to order an interest payment, punitive damages, or expenses (such as attorney's

fees, witness fees, travel expenses) in conjunction with any back pay award. Any decision within the jurisdiction of the arbitrator shall be final and binding on all concerned. The expenses of the services of an arbitrator shall be shared equally by the Employer and the Association.

1404 Section 3 - General Provisions

1405 Grievances may be referred back for further consideration or discussion to a prior step or advance to a higher step in the grievance procedure by mutual agreement. Time limits specified in the processing of grievances may be waived by mutual agreement. Participation at each step of the grievance procedure shall be limited to the employee(s), Association representative(s), Employer representative(s), witnesses as appropriate, to the exclusion of all others. Either party may, by notice to the other party, unilaterally one time only extend by seven (7) calendar days the time limits for meetings on or responding to a grievance.

1406 Should the Employer or Association fail to respond in writing or meet when required within the specified time limits, the grievance shall automatically progress to the next step of the grievance procedure.

1407 CRNAs will receive copies of all corrective action disciplinary notices placed in their personal/personnel files and shall have the right to rebut in writing any correction action/disciplinary notice. Such rebuttal shall be attached to the corrective action/disciplinary notice and placed in the personal/personnel file.

1408 The Employer agrees to give strong consideration to an Employee's request for transfer even though a Notice of Disciplinary Action is present in the Employee's file.

1409 Section 4 - An Alternative to Formal Progressive Discipline

1410 In concert with recognized changing employee work values, our corporate culture endeavors and our organization's strategic plans and objectives to increase employee morale, the concept of "Discipline without Punishment" is as follows:

1411 Our traditional four (4) step disciplinary procedure (i.e., Initial Written Warning, Subsequent Written Warning, Final Warning/Suspension and Termination) must be viewed as an "old line approach" basically adversarial in nature. It is often viewed as punitive and demeaning to professional employees. To compound this, the old process neither requests nor receives commitment to future acceptable performance or acknowledged agreement of reasonable standards by the employee. In some cases, the employee feels absolved of wrong doing by merely accepting the punishment.

1412 Moreover, this traditional approach requires management to "sit in" judgment and to determine the penalty. The disciplined employee's response is usually one of resentment and/or apathy. Communication declines and the employee may develop attitudinal behaviors such as "just getting by" or "getting even".

First Step – Coaching Session:

The manager meets privately with the employee to identify and discuss the problem. The manager's primary goal is to gain the employee's agreement to solve the problem. Instead of "warning" the employee of more serious disciplinary action, the manager's focus is to remind the employee he or she has a "personal responsibility to meet reasonable standards of performance and behavior". Paramount in this session is obtaining the employee's concurrence on the reasonableness of the standard and expectation. There is no documentation or record of this session in the employee's personnel file, unless

the problem arises again. The discussion will be reduced to writing, signed by both parties and maintained by both individuals in personal files only.

Second Step – The Action Plan:

Should the problem persist, the manager meets again with the employee to review the business reasons for why the rule or standard must be observed without threats of what will occur should the employee continue. Through this second session, together the employee and supervisor develop an action plan to eliminate the gap between actual and desired performance. Once agreement on the action plan is obtained, the supervisor summarizes this on an inter-office memorandum, which is maintained only by the supervisor and employee. There is no documentation or record of the session maintained in the employee's personnel file.

If the problem persists, another action plan session may be scheduled, and this subsequent discussion will focus not only on the continuing problem, but also on the employee's failure to abide by the original agreement. The intent is that these sessions are "reminders" instead of "warnings".

The following will be considered in determining whether or not this step should be repeated or advanced to the next level; severity of the incident; frequency of the incident in comparison to the date of the action plan; previous overall performance; tenure of the employee; mitigating circumstances; commitment of the CRNA to the overall action plan.

Step Three – The Decision-Making Leave:

When coaching, and action plan sessions fail to produce the desired changes, management will place the individual on a paid one-day "decision making leave". The day is paid to demonstrate the organization's commitment to retain the employee and eliminate the resentment and hostility that punitive actions produce. Tenure with the organization is conditional on the employee's decision to solve the problem and make a "total performance commitment" to the job. During this time, the employee is to begin preparing an action plan, which will assist in correcting the problem.

The employee is instructed to return the following day with their decision to either modify their behavior or voluntarily sever the employment relationship.

Upon returning to the job, the employee and supervisor meet to review the employee's decision. If the decision is to "change and stay" the employee and supervisor set specific goals and develop a formal action plan after reviewing the ideas put forth by the employee. This agreement is formally documented and is placed in their personnel file for a period of one (1) year. If there has been no reoccurrence during the one (1) year, it will be removed. The employee is encouraged in this process by the supervisor instilling confidence in both his/her decision and his/her ability to fulfill the agreed upon action plan. The employee reports without an action plan to modify his/her behavior and does not voluntarily terminate, the equivalent disciplinary step will be invoked.

Step Four – Termination:

If the problem still persists despite these coaching sessions, action plan session(s) and the decision-making leave, termination would be the next step.

General Provisions:

At the initial phase of the process, this concept should be discussed with the CRNA as a viable alternative to formal progressive discipline. If the CRNA disputes the viability of the subject matter as appropriate for coaching, the supervisor should follow the "traditional progressive disciplinary process" as this new concept requires concurrence between the supervisor and the CRNA. Likewise, if the CRNA disputes the viability of the process at a later step, the offense will be met with the equivalent

disciplinary step. The parties have stipulated this four (4) step process is an equivalent alternative to the four (4) step traditional disciplinary process.

1. An employee currently on formal discipline, which has been undisputed in the grievance procedure, should be interviewed and the supervisor and the CRNA should mutually agree on which process to utilize. If mutual agreement is not reached, the traditional disciplinary process will continue.
2. Gross misconduct and/or gross negligence will continue to be handled with formal discipline, (i.e., a Final Warning/Suspension and/or termination as appropriate).
3. Association Representatives may be included at the employee's request at the first stage (i.e., coaching session), second stage, and/or at the Decision-Making Leave step of this procedure.
4. In the event that the CRNA disputes the process at any later step, both parties, stipulate to the equivalency of these alternative steps to the disciplinary steps.

1500 ARTICLE XV – DESIGNATED HOLIDAYS

1501 The following days are designated as paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

1502 Martin Luther King, Jr. Holiday. During the term of the Agreement, if any other bargaining unit with a Collective Bargaining Agreement with the Employer is granted an additional holiday for the Martin Luther King, Jr. holiday, such holiday will be granted to the employees under this Collective Bargaining Agreement.

1503 All designated holidays will be observed on the actual calendar day (midnight to midnight) on which they fall, and all conditions and benefits applying to such holiday will be in effect on that day only. In the event any deviation from the designated holiday schedule is proposed by the Employer, the parties will meet to discuss the issue. There will be no deviation from the schedule unless there is mutual agreement among the parties. CRNAs at a facility may plan and implement an alternate holiday selection process using Interest Based Problem Solving.

1504 Holiday selection is by Facility Seniority. An alternative selection process may be used based upon consensus within the department.

1505 Eligibility for Designated Holiday Pay

1506 An employee is not eligible for designated holiday pay if she/he is on layoff, leave of absence or unpaid time off. If a designated holiday occurs during paid Extended Sick Leave or paid Earned Time Off, the employee will be paid designated holiday pay in lieu of Extended Sick Leave or Earned Time Off pay.

1507 Designated Holiday Not Worked

1508 A full-time employee shall receive eight (8) hours pay for holiday not worked. If an employee's scheduled day off falls on a designated holiday, the employee will receive eight (8) hours pay for that day or an additional day off with eight (8) hours pay. Full-time employees shall not suffer a reduction in pay during a pay period in which a designated holiday occurs. Employees who are scheduled to work less than forty (40) hours per week shall receive prorated holiday pay based upon their weekly scheduled hours for holiday hours not worked.

1509 Designated Holiday Worked

1510 For all hours worked on a designated holiday, employees will be paid two (2) times their regular rate of pay (plus appropriate shift differential), unless an arrangement is made to pay the employee straight time and schedule an additional day off with pay. The additional day off will be paid at eight (8) straight time hours. The Employer shall consider the desire of employees when determining the method of holiday compensation; however, the final determination rests with the Employer subject to the efficiency of operations.

1600 ARTICLE XVI - EARNED TIME OFF (ETO) PROGRAM

1601 Section 1 - The Earned Time Off Program

1602 The Earned Time Off Program is comprised of the following three (3) components:

- Annual Vacation Bidding
- Incidental Time Off
- Extended Sick Leave

1603 Section 2 - Earned Time Off (ETO) Account

1604 The Earned Time Off eligibility date is based on Service Credit, that period of continuous employment with the Employer less any absence from employment that exceeds sixty-one (61) calendar days for which no compensation is received.

1605 Leaves of absence for sixty (60) days or less will not affect the ETO eligibility date. Leaves of absence for more than sixty-one (61) days will be deducted in their entirety from the eligibility date. Service Credit shall continue during the entire period of the leave of absence due to occupational illness or injury per Article XXIX, Paragraph 1914, Section 6 – Occupational Injury or Illness.

1606 Each full-time employee shall accrue paid time off benefits on a monthly basis in accordance with the following schedule:

Service Credit	Hours per Month	Days per Month	Days per Year*
0 - 4 Years	14.00	1.75	21.00
5 – 8 Years	17.33	2.17	26.00
9 – 10 Years	20.66	2.58	31.00
11 Years or More	24.00	3.00	36.00

*Rounded to two (2) decimal places.

1607 Part-time employees will accrue prorated paid time off benefits on a monthly basis.

1608 Use of Earned Time Off

1608 Earned Time Off (ETO) can be used for any reason, such as illness, vacation or personal/family reasons. Planned time off for other than ETO - vacation scheduling should be scheduled according to each department’s policy or practice of granting paid time off (See Article IX, Section 4, Paragraph 912- Notice of Intended Absence) The maximum number of hours that can be accumulated in an employee’s ETO account is five-hundred (500) hours.

1610 Earned Time Off taken for family leave purposes will run concurrently with Family Leave.

1611 Section 3 - Earned Time Off for Annual Vacation Bidding

- 1612 The ETO - vacation year shall be from January 1st until the end of the operational work week that includes December 31st of the same year.
- 1613 Annual ETO - vacations will be selected and scheduled on a facility by facility basis in accordance with seniority. Seniority, for ETO - vacation selection and scheduling, will be defined as follows:
- a. Facility Seniority, as defined in Article XI, Section 3, Paragraph 1106 - Facility Seniority Definition.
 - b. If two (2) or more individuals have the same Facility Seniority date, then the Regional Seniority date will determine ETO - vacation selection.
 - c. If two (2) or more individuals have the same Facility Seniority and Regional Seniority date, then the individuals will select ETO - vacation in alphabetical order.
- 1614 Prior to August 15th a list of employees in facility seniority order shall be posted.
- 1615 An ETO – annual vacation bidding calendar shall be posted on September 1st for the following year. The posting shall be for one (1) month. This calendar will indicate the number of persons allowed to take annual ETO vacation concurrently.
- 1616 Bidding will commence September 1st ending September 30th for annual vacation selection. Employees will rotationally take their first annual vacation bid using their Facility Seniority. If the employee has sufficient ETO time remaining, they may rotationally make a second and subsequent selections using Facility Seniority.
- 1617 The ETO annual vacation bidding calendar will be completed and posted by October 15th for staff planning.
- 1618 Employees may schedule ETO – annual vacation to a maximum of their anticipated annual accrual at the time of the ETO - vacation.
- 1619 ETO for annual vacation bidding will normally be selected in increments of one week where, one week equates to five (5) work days and two (2) protected days off. The vacation week start day will be based on the operational work week of the facility. (i.e., Sunday start vs. Monday start). ETO for annual vacation bidding may be selected in increments of less than a one-week block with the approval of the immediate supervisor. The final right to grant such requests is reserved to the Employer subject to the efficiency of operations of the department.
- 1620 Employees transferring from one facility to another facility will be required to select ETO annual vacation in accordance with the ETO Annual Vacation Bidding process in effect for the new facility. Further, the employee will be restricted to open dates not previously filled by scheduled incidental ETO and ETO annual vacation bids or approved leaves of absence.
- 1621 Employees may elect not to select ETO annual vacation during the annual vacation bidding period and may make unscheduled ETO incidental vacation requests at any time. However, unscheduled ETO incidental vacations will be restricted to open dates not previously filled by scheduled ETO annual vacations or approved leaves of absence. In addition, the Employer shall have the right to require that requests for unscheduled ETO incidental vacations be submitted at least four (4) weeks in advance; and such requests, if approved, shall be granted on the basis of date of earliest submission.

- 1622 CRNAs at a facility may plan and implement an alternate annual vacation bidding process if they achieve consensus using Interest Based Problem Solving process. Consensus is defined as each participant being able to accept and support the alternate selection process. Decisions reached by consensus shall be upheld and reviewed on an annual basis.
- 1623 Employees may request schedule changes to ETO annual vacation or ETO incidental vacation at any time. However, ETO annual vacation and ETO incidental vacation schedule changes will be restricted to open dates not previously filled by scheduled ETO incidental vacation, ETO annual vacation, or approved leaves of absence. In addition, employees will be required to submit ETO incidental vacation and ETO annual vacation schedule changes at least four (4) weeks in advance; and such changes shall be granted on the basis of date of earliest submission.
- 1624 Employees wanting to cancel scheduled incidental ETO or annual ETO vacation or approved leave of absence must give notice in writing no later than four (4) weeks prior to start of incidental ETO or annual ETO vacation or approved leave of absence. It is the Employer's intent not to change the scheduled incidental ETO or ETO annual vacation or approved leave of absence unless necessitated for the efficiency of operations. In the event it is necessary to change an employee's scheduled incidental ETO or annual ETO vacation or approved leave of absence, the Employer will give four (4) weeks' notice of such change and will be mutually rescheduled.
- 1625 Section 4 - ETO for Incidental Time off Requests
- 1626 ETO requests made after the annual vacation bidding, completed by September 30th, will be granted on a first come, first serve basis and not by seniority. The department shall use an approved time off request system, which includes an electronic time stamp, for which data can be mined and reviewed. ETO Incidental Time Off Requests may be in increments of less than a one-week block or in increments of one week where, one week equates to five (5) work days and two (2) protected days off. The final right to grant such requests is reserved to the Employer subject to the efficiency of operations of the department.
- 1627 Section 5 - Use and Administration of ETO requests
- 1628 Employees transferring from one facility to another facility will be required to select ETO annual vacation in accordance with the ETO Annual Vacation Bidding process in effect for the new facility. Further, the employee will be restricted to open dates not previously filled by scheduled incidental ETO annual ETO vacation bids or approved leaves of absence.
- 1629 Requests for non-emergency personal leaves of absence will be considered only for open dates not previously filled by scheduled incidental ETO or annual ETO vacations or approved leaves of absence. In addition, employees will be required to submit requests for such leaves at least four (4) weeks in advance; and, such request shall be granted on the basis of date of earliest submission, if scheduling and staffing permit.
- 1630 Section 6 - ETO - Pay
- 1631 ETO - pay for employees shall be at the hourly rate in effect at the time ETO is taken. Part-time employees who are scheduled to work less than forty (40) hours per week shall have their ETO pay prorated on the basis of scheduled hours.
- 1632 In-Service Cash Out-Option

1633 Eligible employees may elect to cash-out ETO hours during the annual election period in accordance with the Employer's existing policy.

1634 Section 7 - Extended Sick Leave (ESL) Bank

1635 In addition to the ETO Account, there is an Extended Sick Leave Bank. Employees may use the hours in the ESL Bank on the first day of hospitalization or procedure, or after three (3) consecutive calendar days of disability regardless of non-scheduled work days, in compliance with current Human Resources leave policies, and pay integration thereof. Employees will accrue six (6) hours of ESL each month. The Employer may require certification of illness and/or disability sufficient to justify the employee's absence from work for the period claimed.

1636 Part-time employees will accrue ESL hours prorated based upon their regular weekly scheduled hours.

1637 Employees shall not receive shift differential with ESL

1638 It is the employee's responsibility to promptly file claims for any compensatory benefit for which he/she may be entitled and to provide documentation supporting the amount of such benefits to the Human Resources Service Center.

1639 Unused ESL

If you satisfy the requirements for retirement eligibility under the plan as of your termination of employment, all of your unused ESL hours accrued prior to January 1, 2010 will be counted as Credited Service for pension plan benefit calculation purposes.

All eligible unused ESL hours accrued starting January 1, 2010 and going forward will be converted at 80 percent of value and deposited into your Sick Leave Health Reimbursement Account (Sick Leave HRA).

If you terminate employment with Kaiser Permanente after you are vested in the plan but before you have satisfied the requirements for retirement eligibility, your unused ESL hours — regardless of when you earned them — will be recognized as Credited Service for pension plan benefit calculation purposes subject to applicable minimum ESL hours at the time of termination.

There is no cash-out option.

If you have a minimum of 250 hours in your Extended Sick Leave (ESL) account upon termination, or any number of hours if you terminate after being eligible for Early, Normal, or Disability Retirement, your unused ESL hours accrued prior to January 1, 2010 will be counted as additional Credited Service, provided you are vested on the day before your termination date.

1700 ARTICLE XVII – PAID EDUCATIONAL LEAVES

1701 Section 1 - Paid Educational Leave

1702 Upon completion of one (1) year of Service Credit, each employee who is regularly scheduled to work a minimum of thirty-two (32) hours per week, will earn paid Educational Leave at the rate of forty (40) hours per year, up to a maximum accrual of one hundred twenty (120) hours. Employees scheduled to work less than thirty-two (32) hours per week will earn paid Educational Leave at the rate of twenty-four (24) hours per year, up to a maximum accrual of seventy-two (72) hours.

- 1703 Paid Educational Leave is designed to protect an employee's regular earnings, excluding shift differential, while attending educational meetings. Compensated time off will be granted for Educational Leave taken on a day that an employee is not scheduled to work.
- 1704 Educational leave must be approved in advance by the Employer and may be taken in full days or in hourly increments.
- 1705 Requests for Educational Leave to attend a conference and/or medical mission and/or teaching opportunities shall be made in writing setting forth the details, i.e., dates, hours, subject, facility and purpose. The Employee will be kept whole with Educational Leave compensation. Proof of attendance must be provided within thirty (30) days of compensation.
- 1706 Educational leave requests will be granted after annual vacation planning has been completed.
- 1707 Alternatively, employees may choose by consensus one of the following options below:
Grant Educational Leave requests with ETO requests during annual vacation planning.
Grant Educational Leave requests up to "X" number of days per department recommendation with ETO requests during annual vacation planning.
- 1708 Educational Leave may be substituted in lieu of previously approved vacation leave.
- 1709 On-line courses shall be reimbursed one hour of Educational Leave pay per each CEU earned.
- 1710 The Employee shall ensure that the Education Leave CEU paperwork for CEUs that are earned through an on-line course, a paper and pen CEU opportunity, or CEUs earned on the employee's own time, is turned in to the Employer within the calendar year for which the compensation is received.
- 1711 The parties understand the importance of recognizing different types of educational opportunities for which employees may request and be granted Educational Leave. Educational Leave may be granted for an employee's participation in educational opportunities that are beneficial to the practice of the provider (examples include: volunteer work as a CRNA, teaching opportunities related to the practice of anesthesia). The educational opportunity must be approved in advance in Paragraphs 1704 and 1705 of the collective bargaining agreement.
- 1712 Approval of Educational Leave for conferences greater than one week will be on a case-by-case basis. If agreement cannot be reached between the employee and their Department Administrator clarification will be made by contacting Labor Relations and the Association.
- 1713 Section 2 - Travel Guidelines
- 1714 If an employee travels on a day that they participate in the educational program or opportunity, consideration will be given to granting Educational Leave for the entire day including time to travel.
- 1715 Educational Leave tracking will be based on a calendar year. Employees who become eligible for Educational Leave mid-year will receive a pro-rated number of days for remainder of the calendar year. It is the Employer's responsibility to track and monitor employees' use of Educational Leave.
- 1716 Section 3 - Unpaid Educational Leave

- 1717 Incidental unpaid time off for the purpose of attending educational programs shall be given consideration and may be granted at the sole discretion of the Employer. Such request shall be granted on the basis of date of earliest submission, if scheduling and staffing permit
- 1718 Section 4 - Certifications (ACLS, BLS, PALS)
- 1719 If a certification is required at any SCPMG service area, the time in attendance at a certification class will be considered as training and paid for by the employer, regardless if the training is offered by Kaiser Permanente or not.
- 1720 The employee has the option to obtain in-house training in which the tuition fees are paid by the employer or opt to attend a non-in-house training and apply for reimbursement through the Kaiser Permanente Tuition Reimbursement Program.
- 1800 ARTICLE XVIII - TUITION REIMBURSEMENT
- 1801 CRNAs shall be entitled to participate in the Kaiser Permanente Tuition Reimbursement Program as set forth in the Employer's policy.
- 1900 ARTICLE XXIX - LEAVES OF ABSENCE
- 1901 Section 1 - Eligibility
- 1902 Leaves of absence without pay may be granted to employees at the discretion of the Employer. All requests for leaves of absence by employees shall be requested in writing on the form provided by the Employer. In order to be eligible for a leave of absence, an employee must have at least six (6) months of Service Credit. However, in the case of disabilities related to pregnancy, the six (6) month eligibility requirement is waived for the purposes of the Medical Leave of Absence. Leaves of absence for sixty (60) days or less will not affect Service Credit. Leaves of absence of sixty-one (61) days or more will be deducted in their entirety from the eligibility date. Service Credit shall continue during the entire period of the leave of absence due to industrial illness or injury.
- 1903 Section 2 - Personal Leave
- 1904 The Employer shall give consideration to granting employees nonemergency personal leaves of absence without pay. Non-emergency leaves of absence may be granted for specific time periods not to exceed thirty (30) calendar days. The Employer shall consider the effect the granting of the request will have upon the operation of the facility. In addition, the requesting and scheduling of such non-emergency leaves will adhere to the procedures set forth in Article XVI, Paragraph 1625, Section 4 - ETO for Incidental Time Off Requests.
- 1905 In justifiable circumstances, the Employer may grant emergency leaves of absence, without pay, to employees for specific time periods not to exceed ninety (90) calendar days.
- 1906 Section 3 - Family Leave of Absence (FMLA)
- 1907 The Employer will comply with the provisions of the California Family Rights Act, as amended, and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended. Any alleged violations of this paragraph must be pursued under the procedures of those acts.
- 1908 Section 4 - Parental Leave of Absence

- 1909 A parental leave of absence without pay may be granted to a CRNA. Such leave shall commence on the date of arrival of a natural or adopted child, except in the case of a natural child such leave may commence thirty (30) days prior to the expected arrival date. Parental leaves will not extend beyond sixty (60) days from the date of arrival of the child.
- 1910 Section 5 - Medical Leave
- 1911 Upon the exhaustion of accrued Extended Sick Leave benefits, leaves of absence without pay for non-industrial disabilities, including conditions related to pregnancy, shall be granted for the period of disability, provided the employee furnishes a physician's certification setting forth the necessity for such a leave and the anticipated duration of the disability. Physician recertification will be required at the expiration of each previous certification for continued eligibility.
- 1912 Medical leaves of absence shall not normally exceed a total of one-hundred twenty (120) calendar days for those employees with less than three (3) years of Service Credit and three hundred sixty (360) calendar days for those employees with three (3) or more years of Service Credit. Each leave of absence will be treated independently unless it is for the same episode of illness and three (3) months have not elapsed between leaves of absence.
- 1913 No employee will be compelled by the Employer to take Earned Time Off (ETO) during a period of medical leave. However, prior to the commencement of the medical leave, an employee may request payment of accrued ETO hours prior to the exhaustion of Extended Sick Leave hours to delay the commencement of a medical leave. An employee may request ETO hours during the course of a medical leave. ETO hours received while on a medical leave will constitute additional income only and will not extend the length of the leave. Upon conclusion of a medical leave, Earned Time Off requests may, by mutual agreement, be granted.
- 1914 Section 6 - Occupational Injury or Illness
- 1915 Commencing on the first (1st) day of employment, employees who sustain an occupational injury or illness, covered by Workers' Compensation, will be eligible for an occupational injury or illness leave of absence. Such leave of absence will be provided up to a maximum of two (2) years. If an employee does not return to work within the two (2) year limit, they will be terminated.
- 1916 An employee qualified to return to unrestricted duty by physician certification will be returned to a former or comparable position provided such action does not entail any addition to the existing staff and such occurs within a reasonable period of time. This is not to be construed as a guaranteed job placement.
- 1917 Section 7 - Military Leave
- 1918 Leaves of absence for military service commitments shall be granted to all employees with full reemployment rights extended. All employees will be afforded the opportunity to take a Military Leave of Absence in accordance with the Employer's current policies.
- 1919 The Employer will comply with the provisions of Uniform Services Employment and Reemployment Rights Act (USERRA), as amended.

- 1920 The Employer agrees that employees on extended military duty will have their Earned Time Off, Extended Sick Leave and other benefits restored upon reinstatement in accordance with applicable Federal statutes.
- 1921 In those cases where employees are in reserve status and serve an annual two (2) week commitment, Earned Time Off may be granted during the leave of absence. The employee will notify the affected supervisor of the dates of Military Leave obligation as soon as possible after the employee learns of those dates.
- 1922 Section 8 - Jury Duty
- 1923 Full-time and Part-time employees required to report for jury services, or to give depositions, or attend preparation meetings requested by the Employer, or subpoenaed to appear as a witness in a judicial procedure arising out of their employment will be excused from work on such days and shall receive on days they otherwise would have worked their regular pay and any amount of jury pay or witness fees received. The employee must provide verification of having been directed to report in connection with jury service or the subpoena. Shift differential is excluded from regular pay for Jury Service only.
- 1924 CRNA shall receive paid leave for jury duty for duration of such service. There will be no offset to CRNA's pay nor collection of jury duty pay provided by the courts.
- 1925 On any day of jury service in which an employee is excused entirely or in sufficient time to permit the employee to return to work for a minimum of one-half (1/2) her/his scheduled workday she/he shall be required to report to work. However, the Association and Employer agree that there may be instances (such as staffing or travel time) when it would not be necessary or feasible for an employee to report to work to complete a half (1/2) day or more of his/her normal scheduled workday. Consequently, the parties agree that when such instances occur the employee and Supervisor may, by mutual agreement, determine that the employee should not be required to report to work.
- 1926 Section 9 - Personal Time Off
- 1927 Employees may request personal time off without pay for short periods of time not to exceed one (1) week where, one (1) week equates to five (5) work days and two (2) protected days off. In determining whether such requests shall be granted, the Employer shall consider the effect the granting of the request will have upon the operation of the facility.
- 1928 Section 10 - Return from Leave of Absence
- 1929 Employees shall give as much notice as possible of their intent to return from an authorized leave of absence. Prior notice of two (2) weeks must be given by an employee to their immediate supervisor as a condition of reinstatement to a position. However, when conditions permit, the Employer will attempt to reinstate employees returning from a leave of absence earlier than two (2) weeks. Such employees shall be reinstated to their former or like position in which they were employed prior to the leave of absence, but, if conditions have so changed that it is not reasonable to reinstate the employee to their former or like position, the Employer will reinstate the employee to a position that is as nearly comparable to their original position with respect to hours, wages, benefits, etc., as is reasonable under the circumstances and will give such employee prior consideration for reinstatement into a like position when comparable vacancies occur.
- 1930 Section 11 - Benefits While on Leave of Absence

1931 Premiums for continued Health Plan Coverage, Dental Plan and Group Life Insurance coverage during an authorized leave of absence will be paid by the Employer for a period not to exceed thirty (30) days providing three (3) calendar months elapse between incidents of application. Coverage beyond thirty (30) days shall be paid by the employee if continued coverage is desired. Health Plan Coverage will be continued at Employer expense during the entire period of an approved medical or industrial leave of absence, providing three (3) calendar months elapse between incidents of application. Dental coverage will be continued at Employer expense during the entire period of an industrial leave of absence.

2000 ARTICLE XX - BEREAVEMENT LEAVE

2001 Effective the first day of the month following eligibility, full-time and part-time employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in the Alternate Compensation Program. Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their immediate family member. Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more one way to attend funeral or memorial services. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

2002 Immediate family for Bereavement Leave is defined as:

- Spouse or domestic partner who is registered with the state or has a KP affidavit of domestic partnership and the family members listed below of the employee or his/her spouse or domestic partner
- Parent, step parent, parent in-law, step parent in-law, in loco parentis parent
- 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
- In loco parentis child, legal ward, legal guardian, foster child, adopted child
- Grandparent, step grandparent
- Grandchildren, step grandchildren
- Relative living in the same household as the employee

2100 ARTICLE XXI - INSURED BENEFITS

NOTE: The Insured Benefits Section is being reviewed and updated to the current benefits. It will be part of the final CBA document.

2200 ARTICLE XXII - MEDICAL MALPRACTICE INSURANCE

2201 The Employer will provide medical malpractice insurance covering all employees. The Employer will hold employees financially harmless from any liability where the liability is imposed because of negligent acts of an employee in the course and scope of employment.

2300 ARTICLE XXIII - COMPENSATION2301 Section 1 - Salary Schedule

2302 The attached salary schedules will be effective on the dates indicated.

2303 Section 2 - Tenure Increases

2304 Full-time employees will receive step increases based on the anniversary of their Date of Hire, except where such dates are adjusted in accordance with Article XXIX, Paragraph 1901, Section 1 - Eligibility. Movement to the ten (10) and fifteen (15) year rates will be based on Service Credit between the steps.

2305 Part-time employees shall receive step increases based on compensated hours (2,000 hours worked is equivalent to one (1) year of service for this calculation). Movement to the ten (10) and fifteen (15) year rates will be based on Service Credit between the steps.

2306 Section 3 - Shift Differential

2307 Shift differential will be paid for shifts commencing between the hours of 2:00 p.m. and 6:00 a.m. and shall be paid for time worked only.

2308 CRNAs who work sixteen (16) and/or twenty-four (24) hour shifts will be paid appropriate shift differentials. CRNAs who work eight (8), ten (10), or twelve (12) hour shifts commencing prior to 2:00 pm will be paid at regular rate of pay, with the following exceptions:

1. If a CRNA works an entire eight (8) hours of a differential shift the CRNA will be paid eight (8) hours of the appropriate shift differential. (i.e., 11:00 am to 11:00 pm,).
2. 7:00 pm to 7:00 am will be paid evening shift differential for the first four (4) hours and night shift differential for last eight (8) hours.

2309 Employees shall receive a shift differential at the rate of \$2.963 per hour for the evening shift and \$3.771 per hour for the night shift.

2310 Section 4 – Clinical Coordinator Differential

2311 The CRNA Clinical Coordinator differential will be paid at a flat rate of \$100 per month or \$0.577 per hour to a maximum of eighty (80) hours in a pay period.

2312 Section 5 - Standby Pay

2313 Employees on standby status (i.e., who are available to be called back to work) shall be paid seventeen dollars (\$17) for each hour of standby. Each time the employee is called in to work during the standby period, the employee will be paid at his/her straight time rate plus the seventeen dollars (\$17) per hour standby differential.

- 2314 For each eight (8) hour period of a standby shift covered by a CRNA (e.g., 7:00 a.m. – 3:00 pm Saturday) where seventy percent (70%) of the hours (averaged over a six (6) month period) are called in, that eight-hour period shall be converted to an in-house shift and added to the total number of CRNA operational hours.
- 2315 When an employee is called in to work, he/she will be guaranteed a minimum of two (2) hours of straight time pay plus the seventeen dollars (\$17.00) per hour standby differential.
- 2316 Section 6 - Mileage Reimbursement
- 2317 The Employer will continue its practice of making available to members of the bargaining unit its policy of mileage reimbursement to employees who use their personal automobiles for authorized company business. This includes temporary assignment to another Employer location. In case of temporary assignment to another location, allowable claims would be limited to the excess of the distance normally traveled to and from the employee's regular work location and home.
- 2318 Section 7 - Parking
- 2319 Free parking shall be provided by the Employer, as per present Organizational Policy. During the term of this Agreement, the Association will meet with Management, on a facility by facility basis, to resolve problems relating to parking and security.
- 2320 Section 8 - Meals and Lodging
- 2321 For employees who are on-call, the Employer agrees to continue the present practice at each facility with regards to meals and lodging, but in no event will less than one (1) meal be provided for employees on sixteen (16) hour shifts and two (2) meals for employees on twenty-four (24) hour shifts.
- 2322 Section 9 – Non-duplication of Pay Provisions
- 2323 Pay provisions shall not be duplicated for the same hours worked under any terms of this Agreement; and, to the extent that hours are compensated for under one provision, they shall not be counted as hours worked in determining payment under the same or any other provision.
- 2400 ARTICLE XXIV - ALTERNATE COMPENSATION PROGRAM (ACP)
- 2401 An Alternate Compensation Program (ACP) will be available as an option to all full-time CRNAs and part-time CRNAs. A CRNA choosing this option must enroll during the open enrollment period in order for the option to be effective the first pay period of the year. Thereafter, a CRNA will be allowed to choose this ACP option during an annual open enrollment period to become effective the first pay period of the following year. A CRNA choosing to participate in the ACP must remain for a minimum of one (1) payroll calendar year.
- 2402 Benefits and Compensation Rate: CRNAs choosing to participate in the ACP will be compensated at a rate of pay that is twenty percent (20%) above the straight time hourly rate they would receive based on Service Credit and tenure. Participants receive no paid time off benefits. Time may be granted for Education Leave and Bereavement Leave without pay. Participants receive no benefits except as described below.

- 2403 Health Plan/Dental Plan/Life Insurance: CRNAs participating in the ACP will not be covered by Employer-paid health, dental or life insurance programs. Conversion privileges may be offered based on the specific provisions of the plan.
- 2404 Earned Time Off: CRNAs participating in the ACP will receive a payoff for all accrued Earned Time Off upon entering the Program. Such pay will be at the straight time hourly rate in effect on the day prior to entering the ACP. No additional Earned Time Off will accrue while in the ACP. CRNAs must take two (2) weeks of unpaid leave per calendar year. This unpaid leave is to accomplish the rest and relaxation provided to other employees via Earned Time Off. Additional unpaid leave weeks may be granted at the sole discretion of the Employer. CRNAs on the ACP may exercise seniority on the annual vacation bidding process to obtain their two (2) weeks of unpaid leave.
- 2405 Extended Sick Leave: CRNAs participating in the ACP will have their current Extended Sick Leave Bank frozen upon entering the Program. Extended Sick Leave already accrued at the time of transfer to the ACP will be available when the CRNA returns to the regular compensation program. No additional Extended Sick Leave will accrue while in the ACP.
- 2406 Designated Holidays: CRNAs participating in the ACP do not receive pay for time not worked. In the event a CRNA works on a designated holiday, their pay will be at their ACP hourly rate for all hours worked. The election for ACP results in less than eighty (80) hours of pay in a pay period in which a holiday falls if the holiday is not worked.
- 2407 Pension: Hours worked while participating in the ACP will count for credited service to determine benefit eligibility. Effective January 1, 1989, hours worked while participating in the ACP will also count for credited service, which is used to determine benefit amount. In calculating final average pay pursuant to Article _____, Paragraph _____, Section ____ - _____, monthly compensation will exclude the twenty percent (20%) ACP differential
- 2408 Post Retirement Benefits: Employees enrolled in the Alternate Compensation Program at the time of retirement will be eligible for post-retirement benefits such as Health Plan provided they satisfy the eligibility requirements.
- 2409 Leaves of Absence: CRNAs participating in the ACP are eligible for unpaid leaves of absence as specified in the Collective Bargaining Agreement.
- 2410 Tax Deferred Savings Plan: CRNAs participating in the ACP will remain eligible to participate in the Tax Deferred Savings Plan.
- 2411 Jury Duty: In the event a CRNA participating in the ACP is called for jury duty, he/she will receive pay for the number of hours regularly scheduled on the day in question at their regular ACP hourly rate.

2500 ARTICLE XXV - PART-TIME EMPLOYEES

- 2501 At the request of an Association Representative, the Employer will audit the hours worked of a part-time CRNA to determine if such employee's current hours worked status should be changed. If the parties agree that the CRNA has worked the subject increased hours over a period of six (6) consecutive months, the CRNA's status will be changed. However, should the parties agree that the increase in hours is due to nonrecurring circumstances (such as but not limited to part-time employee filling in for CRNAs out on ETO - vacation, medical leave of absence, concurrent employee absences of various duration) the status of such employee shall not be changed.

2502 Conversely, if an Employer initiated audit reveals that a CRNA has worked fewer hours than their current hours worked status for a period of six (6) months, the CRNA's status may be changed

2600 ARTICLE XXVI - PER DIEM EMPLOYEES

2601 Employees working in a Per Diem status shall be paid at the Per Diem rate in lieu of insured benefits, designated holiday premiums, and paid vacation provisions. Newly hired Per Diem employees will undergo a 1,000-hour probationary period.

2602 In the event a per diem CRNA's call/shift is cancelled with less than two (2) hours' notice and the CRNA reported to the assigned medical facility, the CRNA will receive two (2) hours' pay.

2603 Per Diem employees on standby status will be paid seventeen dollars (\$17) per hour for all hours on standby. Each time a Per Diem is called in to work during the standby period, the Per Diem will be paid straight time plus the seventeen dollars (\$17) per hour standby differential.

2604 Per Diem employees shall receive the same shift differential as is applicable to regular employees.

2605 Per Diem Sick Leave: The employer complies with all state and federal mandates.

2606 Pension: Per Diem CRNAs are covered under the provision of the pension plan, and are subject to eligibility as stated in Article ____, Paragraph ____, Section ____ – Retirement. In calculating final average pay, monthly compensation will exclude the twenty percent (20%) Per Diem differential.

2607 When it is possible to hire qualified personnel for typical schedule openings, Per Diem Nurse Anesthetists will not be used to fill regular positions in the bargaining unit. Per Diem Nurse Anesthetists will be used for Earned Time Off and Extended Sick Leave relief and for leave of absence and short-term absence replacement. Per Diem Nurse Anesthetists will not be used for the permanent filling of vacancies that could be filled by available qualified personnel.

2608 Per Diem employees will accrue compensated hours worked for the purpose of job bidding only, to be exercised at the medical center when a Per Diem has worked 2,000 compensated hours. The Per Diem may use their compensated hours up to a total of 8,000 hours for job bidding only.

2609 When a Per Diem successfully bids into a permanent position the Per Diem's hours worked of 1,000 or more will apply towards the completion of the probationary period. Employees whose hours worked, at the time of transfer, are between 1,000 and 1,999 hours worked, will undergo a two (2) month probation as defined in Article VI, Paragraph 601.

2610 Per Diem availability and scheduling guidelines will be developed in partnership at each facility and will be reviewed as needed. Facility specific guidelines may include, but not limited to minimum availability, holidays, off shifts, and weekend commitments.

2700 ARTICLE XXVII - MANAGEMENT

2701 Section 1 - Management Rights

2702 The Employer retains, solely and exclusively, all rights, powers and authority, which it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by any expressed provision(s) of this Agreement.

2703 Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its hospitals, clinics, and personnel; to create, change, combine or abolish positions, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the staff; to increase or decrease the staff and determine the number of employees needed on the basis of operational necessity; to hire, transfer, promote, layoff, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to establish professional work standards which will be based on the principles of quality patient care and said principles (standards) will be developed and applied within a framework based upon the professions' code of ethics and the legislative licensing regulations for each classification covered by this Agreement; to establish schedules of operation and work and patient loads; to specify or assign work and decide which employees are qualified to perform work; to schedule and change work hours, shifts and days off; to adopt reasonable rules, and determine appropriate discipline thereof; and to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of facilities; and to effect technological changes. The foregoing rights are to be subject to the provisions of this Agreement.

2704 Section 2 - Scope of Bargaining

2705 The Association and the Employer agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. This shall not be construed to prevent the parties to this Agreement agreeing to the discussion or negotiation of any subject matter.

2800 ARTICLE XXVIII - CONFORMITY TO LAW

2801 If any portion of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. If any provision of the Agreement is found to conflict with the laws of the State of California or the United States, the remaining provisions of this Agreement shall remain at full force and effect.

2900 ARTICLE XXVIX - HEALTH AND SAFETY

2901 The Employer will comply with applicable Federal and California laws and regulations relating to Occupational Safety and Health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer.

In the event any safety or health hazard is detected, it shall be promptly reported to the Chief of Service or employee's immediate supervisor.

3000 ARTICLE XXX - JOINT ASSOCIATION MANAGEMENT COMMITTEE (JAMCo)

3001 Section 1 - Joint Association Management Committee

3002 The parties to this Collective Bargaining Agreement agree that there are issues that may be addressed more appropriately in an arena other than formal collective bargaining negotiations. Therefore, in the spirit of mutual cooperation and dedication to the highest professional standards of the health care industry, it is agreed that a Joint Association/Management Committee be established to be in effect during the life of this Collective Bargaining Agreement.

- 3003 This Joint Association Management Committee will be an operational oversight committee and address issues of mutual concern to either party. The purpose of JAMCO is to provide a format to discuss and implement recommendations involving professional practice issues, scheduling, access, service, quality, patient care and business initiatives. Specifically excluded from such committee meetings will be issues appropriately pursued through the grievance and arbitration procedure, unless otherwise agreed to by the parties.
- 3004 Members of the Joint Association Management Committee will be comprised of one elected Association Representative from each facility from the KPNAA Board of Directors, the KPNAA Executive Committee, and Employer representatives to include the Coordinating Chief of Service and/or their designee, a Labor Relations Representative (or designee), Department Administrators and a representative from Medical Group Administration.
- 3005 Such committee will meet at least bi-annually at a mutually agreeable date, time and place. The meeting shall take place during normal working hours and be paid by the employer.
- 3006 The committee shall have the right to establish its own rules and procedures, including but not limited to the selection of co-chairs, meeting dates, places and the agenda for each meeting.
- 3007 Section 2 - Compendium Development
- 3008 It is the intent of JAMCO to avoid the use of the grievance process in clarifying contract language, its intent, and implementation.
- 3009 Any issue requiring clarification may be brought to JAMCo for discussion. Where the issue requires further discussion, resources from management, Labor Relations and the Association should be consulted.
- 3010 The duties and functions of the committee shall not abridge any rights the Association or the Employer has under the Collective Bargaining Agreement.
- 3011 Section 3 – Collective Bargaining
- 3012 Any changes to the contract or letters of intent shall be made in this committee with the appropriately identified decision makers at the table.
- 3100 ARTICLE XXXI - NO STRIKE, NO LOCKOUT
- 3101 During the term of this Agreement, or any period of extension, neither the Association, its members, nor any employee covered by this Agreement will call, sanction, or participate in any strike, including sympathy strikes, stoppage of work, picketing, slow down, or concerted interruption of the function of the Employer. An employee engaged in such action shall not be entitled to any benefits that occur or accrue during that time, and shall be subject to discharge or other discipline at the Employer's sole discretion.
- 3102 The Employer and the Association realize that a medical facility is different in its operation from manufacturing or other industries because of the vital services it renders to the community and for humanitarian reasons and therefore agree that there will be no lockouts on the part of the Employer, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there will be no strike, lockouts, or work stoppages and that all disputes will be settled by the procedure provided in this Agreement.

3200 ARTICLE XXXII - LIAISON COMMITTEE

3201 The Association and the Employer agree to encourage all persons, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such persons interact with one another, patients and public. In addition, the Employer is committed to ethical and fair treatment of all employees and their designated representatives. Any violations of this Article are subject to the grievance and arbitration procedure as outlined in Article XIV, without retaliation.

3202 Prior to submitting an issue to the grievance and arbitration procedure, courtesy and work-related issues shall first be submitted to the Liaison Committee established at each facility. The goal of the committee is to enhance the department's working relationships, creating a shared governance model. The Committee will support a partnership environment and will be comprised of department management, Anesthesiologists, and CRNAs. The Liaison Committee will review issues of professional relationships, work related issues within the department, provide support, and create a forum for discussion of these issues between the affected individuals. If the issue is still not resolved after the Liaison Committee meets, it may be submitted directly to Step 2 of the grievance and arbitration procedure.

3300 ARTICLE XXXIII - EXPIRATION AND RENEWAL

3301 Section 1 - Term of Agreement

3302 This Agreement shall be effective on October 1, 2018 and shall continue in effect to and including June 30, 2022. It shall continue in effect from year to year thereafter unless changed or terminated as provided herein.

3303 Section 2 - Reopening

3304 Either party wishing to change or terminate this Agreement must serve written notice of their intent to the other party at least ninety (90) days prior to the expiration date.

3305 Applicable Federal law, which establishes special notice periods for health care institutions, shall prevail over this Agreement.

***** INSERT THREE ATB YEARS NEGOTIATED AT NATIONAL BARGAINING**

Per Diem and ACP rates are for illustration purposes only to demonstrate the base rate plus the additional differential percent. Per Diem and ACP rates stop at Five Year, Step 6.

Students graduating from the Kaiser Permanente CRNA School of Anesthesia will be placed at the 1 Year Rate and will remain at that rate for 2 years.

At the time of hire, the CRNA's previous experience will be evaluated by the Chief of Anesthesiology in determining the appropriate hiring rate in accordance with the following schedule:

<u>Years of Experience</u>	<u>Hire Rate</u>
0-1 Year	Start Rate
1 Year – 2 Years	1 Year Rate
2 Years – 3 Years	2 Year Rate
3 Years –5 Years	3 Year Rate
5 Years – 10 Years	4 Year Rate
10 or More Years	5 Year Rate

See reference to:

“Pay Practice Side Letter Agreement” for Certified Registered Nurse Anesthetists