

2014 California Nurses Association Negotiations

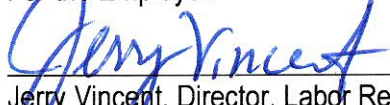
TENTATIVE AGREEMENT SUMMARY

October 22, 2014

Tentative Agreements – CNA

1.	October 22, 2014 - Re: Training Positions
2.	October 22, 2014 - Re: Break Relief
3.	October 22, 2014 - Re: Uninterrupted Time for Mandatory Training
4.	October 22, 2014 - Re: Education Funding
5.	October 22, 2014 - Re: Leaves of Absence
6.	October 22, 2014 - Re: Safe Patient Handling
7.	October 22, 2014 - Re: GRASP® Regional Meetings
8.	October 22, 2014 - Re: GRASP® Educators
9.	October 22, 2014 - Re: PPC Committee
10.	October 22, 2014 - Re: RNRN – Contribution and Nurse Volunteers

For the Employer:



Jerry Vincent, Director, Labor Relations
Chief Negotiator



Patricia M. Rodriguez, SVP/Area Manager



Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator



KAISER PERMANENTE

October 22, 2014

Ms. Karen Chan
California Nurses Association
2000 Franklin Street
Oakland, CA 94612

Re: Letter of Intent – Tentative Agreement
Union Proposal 1 and 2

Dear Karen:

Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (hereinafter, the Employer) provides this Letter of Intent (LOI) to the California Nurses Association (CNA) (hereinafter, the Union) regarding Union Proposal one (1) and two (2) as presented to the Employer by CNA on August 20, 2014. This document memorializes the information that was discussed today during bargaining in reference to the aforementioned Union proposals whereby the Employer has outlined our commitment as follows:

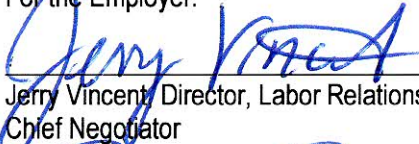
- Upon ratification of the 2014 CNA collective bargaining agreement, the Employer will provide training cohorts in geographic areas.
- The number of training positions in each cohort will be determined in Year one (1) and by the conclusion of Year three (3) of the collective bargaining agreement as follows:
 - Year one (1) – One hundred and sixty (160) training positions.
 - By the conclusion of Year three (3) – One hundred and fifty (150) training positions.
- Some of the specialty areas may include, but are not limited to, Emergency Department, Medical/Surgical, Perioperative Services, Perinatal Services (NICU, Labor & Delivery), Critical Care, Oncology, and Home Health/Hospice.
- The Employer will deliver an experiential based blended learning approach.

All conditions acknowledged in this Letter of Intent will expire at the end of the term of the 2014 CNA collective bargaining agreement.

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

For the Employer:

For the Union:



 Jerry Vincent, Director, Labor Relations
 Chief Negotiator

 Karen Chan, CNA Division Director,
 Chief Negotiator



 Patricia M. Rodriguez, SVP/Area Manager



 Anita Zuniga, VP, Patient Care Services
 Kaiser Foundation Hospitals



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October 22, 2014

Ms. Karen Chan
California Nurses Association
2000 Franklin Street
Oakland, CA 94612

Re: Letter of Intent – Tentative Agreement
Union Proposal 4, 5, 7, and 8

Dear Karen:


Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (hereinafter, the Employer) provides this Letter of Intent (LOI) to the California Nurses Association (CNA) (hereinafter, the Union) regarding Union Proposal four (4), five (5), seven (7), and eight (8) as presented to the Employer by CNA on August 20, 2014. This document memorializes the information that was discussed today during bargaining in reference to the aforementioned Union proposals whereby the Employer has outlined our commitment as follows:

- The Employer will assess the number of dedicated break/lunch positions by unit and/or shift within the Northern California Region inpatient bedded units.
- The Employer will assess the appropriate break type combination in order to achieve no scheduled breaks or meal periods within the first or last hour of each shift, furthermore, this will include jointly seeking a permit on the combination of break/lunch periods from the Division of Labor Standards Enforcement (DLSE).
- Upon ratification of the 2014 CNA collective bargaining agreement, the Employer will provide the number of dedicated break/lunch relief positions. Additionally, the Employer will provide the break type combinations to the Union.
- The Employer and the Union agree Nurses will voluntarily bid into staggered shift positions for the purpose of dedicated break/lunch coverage.
- The Employer and the Union recognize each unit and/or shift will meet core staffing needs.
- Both parties agree dedicated break/lunch positions will not exceed core staffing needs nor shall additional staff be added to an already overstaffed unit and/or shift.

All conditions acknowledged in this Letter of Intent will expire at the end of the term of the 2014 CNA collective bargaining agreement.

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

For the Employer:



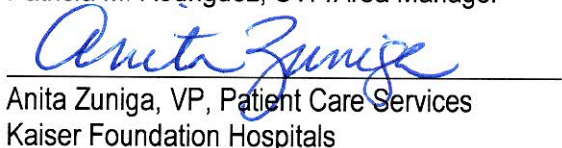
 Jerry Vincent, Director, Labor Relations
 Chief Negotiator

For the Union:

 Karen Chan, CNA Division Director,
 Chief Negotiator



 Patricia M. Rodriguez, SVP/Area Manager



 Anita Zuniga, VP, Patient Care Services
 Kaiser Foundation Hospitals



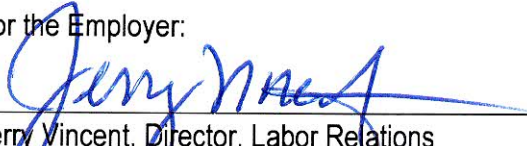
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Tentative Agreement: Union 13
Dated: October 22, 2014
Inservice Education

Article XIX – Inservice Education
Paragraph 1901

1901 There shall be inservice education programs available for all Nurses at each facility. The content of these programs may consist of a combination of onsite inservices, mandatory classes, and electronic study courses. **Annual mandatory training will be scheduled and will be during uninterrupted time not in conjunction with a patient assignment.** Programs at each medical center shall be developed based upon the annual needs assessment completed by nursing staff. Programs offered by the Employer shall be at no cost to the RNs and NPs. In sum, these educational opportunities provide a comprehensive program of continuing education, both through onsite courses and distance learning.

For the Employer:


Jerry Vincent, Director, Labor Relations
Chief Negotiator

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator


Patricia M. Rodriguez, SVP/Area Manager


Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals



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Tentative Agreement: Union 21

Dated: October 22, 2014

Leaves of Absence

Article XXXV – Leaves of Absence

Section B – Periods of Leave

Paragraph 3503

For Registered Nurses who have been on a long term leave of absence due to illness or injury and no longer meet the minimum qualifications for recent experience, upon successful completion of a BRN approved refresher course shall be deemed as meeting the minimum qualifications for purposes of job bidding for a tiered position or for a position of their current clinical competence, under the following provisions.


The Nurse will successfully complete a BRN approved refresher course;


The Nurse will attend full new employee orientation;


The Nurse will be provided a preceptor supported unit orientation;

The Nurse may submit BRN approved refresher course expenses pursuant to the employer's tuition reimbursement policy.

For the Employer:


Jerry Vincent, Director, Labor Relations
Chief Negotiator


Patricia M. Rodriguez, SVP/Area Manager


Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator



KAISER PERMANENTE®

October 22, 2014

Ms. Karen Chan
California Nurses Association
2000 Franklin Street
Oakland, CA 94612

Re: Letter of Intent – Tentative Agreement
Union Proposal 15

Dear Karen:

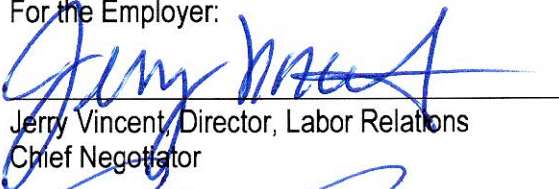
Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. (hereinafter, the Employer) provides this Letter of Intent (LOI) to the California Nurses Association (CNA) (hereinafter, the Union) regarding Union Proposal fifteen (15) as presented to the Employer by CNA on August 21, 2014. This document memorializes the information that was discussed today during bargaining in reference to the aforementioned Union proposals whereby the Employer has outlined our commitment as follows:

- Effective January 1, 2015, Nurses may submit up to five hundred dollars (\$500) for education-related travel expenses per calendar year as part of the recently announced tuition reimbursement policy enhancement.

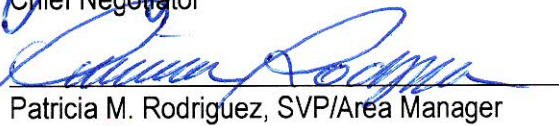
All conditions acknowledged in this Letter of Intent will expire at the end of the term of the 2014 CNA collective bargaining agreement.

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

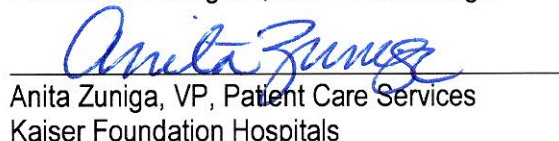
For the Employer:



Jerry Vincent, Director, Labor Relations
Chief Negotiator



Patricia M. Rodriguez, SVP/Area Manager



Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator



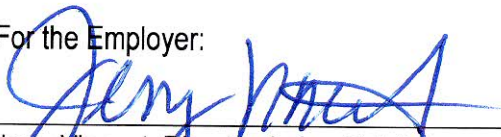
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Tentative Agreement: Union 22
Dated: October 22, 2014
Safe Patient Handling Regulations


Appendix P – Reproduction of New Patient Handling Law

The text of California Labor Code § 6403.5, as it existed at the time of ratification of the CBA in 2014 (for purposes of this Appendix, the “Law”), is reproduced in this Appendix below. This Appendix is added for reference of the parties only. This Appendix does not create any rights, obligations, or remedies under this Collective Bargaining Agreement, nor does it create any rights, obligations, or remedies separate from those that exist under the Law, as it may be implemented, amended, modified, or repealed. This Appendix does not waive or otherwise affect either parties’ bargaining obligations, if any, with respect to the matters that are the subject of the Law.


For the Employer:



Jerry Vincent, Director, Labor Relations
Chief Negotiator



Patricia M. Rodriguez, SVP/Area Manager



Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator



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Tentative Agreement: Union 28
Dated: October 22, 2014
GRASP

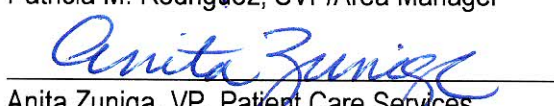
Article XIII – Staffing/GRASP
Section J – GRASP Regional Meetings
Paragraph 1327

Staff Nurse Co-Chairs, **GRASP Regional Education Committee members** and Management Co-Chairs shall participate in Regional GRASP Meetings that shall be held at least four (4) times per year in the Kaiser Regional Offices.

For the Employer:


Jerry Vincent, Director, Labor Relations
Chief Negotiator


Patricia M. Rodriguez, SVP/Area Manager


Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator



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Tentative Agreement: Union 29

Dated: October 22, 2014

GRASP

Article XIII – Staffing/GRASP
Section H – GRASP Education
Paragraph 1323

~~The Parties agree that there shall be established a GRASP Regional Education Committee of thirteen (13) CNA GRASP representatives (from the following: SAC; S SAC; RSVL; AMC/VV; VAL; WC; OAK/RICH; MAN/MOD; FRESNO; HAY/FRE; RWC/SSF; SF; SRO/SRAF; SCL; SJO), appointed by CNA, and paid by Kaiser for 8 hours/week to work entirely on GRASP facility and Regional education and implementation, including education for new RNs, transferring RNs, updating current RNs, IRRAs and the purpose and functions of GRASP. Five (5) of the RNs on the GRASP Regional Education Committee shall be selected by CNA from among Charge RNs who shall utilize their 'indirect care time' for their participation in the Committee. The GRASP Regional Committee shall meet monthly for one day at CNA, in order to share educational resources, findings, techniques and successful practices. Any GRASP Regional Education Committee member not also serving on the Regional Committee of GRASP Co-Chairs shall, in addition to their GRASP Regional Education Committee assignment, attend and participate in the Regional GRASP Co-Chairs meeting.~~

There shall be one (1) GRASP Educator per medical center. There shall be a minimum of eight (8) GRASP Staff Nurse Co-Chairs and GRASP Educators in a combined GRASP Co-Chair/GRASP Educator role. GRASP Co-Chairs who are also GRASP Educators are subject the requirements of the GRASP Educator as outlined below. All GRASP Educators must work in Kaiser Foundation Hospitals units (excluding Emergency Departments). At least eighteen (18) shall come from units directly utilizing GRASP instruments.

The Association will select and notify the Employer every three (3) years of the GRASP Educators who shall serve as GRASP Educators for a three (3) year term limit.

Regional GRASP Educators shall round on units using GRASP at least twice per month to provide at least two (2) Education/Training Sessions for staff Nurses on use of the GRASP system and specifically shall conduct a minimum of four (4) IRRAs per month to identify knowledge gaps on the use of the GRASP system line items.

GRASP Educators will report to a contact manager as designated by the Chief Nursing Officer. GRASP Educators will develop two (2) Education Goals annually to support on unit education for use of the GRASP System. All educational materials developed by the GRASP Educator are subject to approval by the Chief Nursing Officer to ensure accuracy and alignment with the tenants of GRASP and Regional GRASP Standards.



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Kaiser will pay educators eight (8) hours/week to work entirely on GRASP facility and Regional education and implementation, including education for new RNs, transferring RNs, updating current RNs, IRRAs and the purpose and functions of GRASP.

The GRASP Regional Committee shall meet monthly for one day at CNA, in order to share educational resources, findings, techniques and successful practices. All GRASP Regional Education Committee members shall also serve on the Regional Committee of GRASP Co-Chairs, in addition to their GRASP Regional Education Committee assignment, attend and participate in the Regional GRASP Co-Chair meetings.

For the Employer:

A blue ink signature of Jerry Vincent, written in a cursive style.

Jerry Vincent, Director, Labor Relations
Chief Negotiator

A blue ink signature of Patricia M. Rodriguez, written in a cursive style.

Patricia M. Rodriguez, SVP/Area Manager

A blue ink signature of Anita Zuniga, written in a cursive style.

Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

A blue ink signature of Karen Chan, written in a cursive style.

Karen Chan, CNA Division Director,
Chief Negotiator



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Tentative Agreement: Union 33
Dated: October 22, 2014
Committees

Article XIV – Professional Performance Committees
Section A, C – Establishment of Committee and Membership
Paragraph 1401, 1404-1406

Establishment of Committee

1401 A Professional Performance Committee shall be established at each facility as defined in this contract. Within a facility, a second Professional Performance Committee shall be established for TPMG Registered Nurses and a third PPC for Nurse Practitioners. **The Association's designated Chief Nurse Rep for the facility shall automatically be on the PPC.** ~~Nothing in this Article shall be construed to restrict current practices in existence at any facility or medical office building as of August 31, 2002.~~

Staff Nurse Professional Performance Committees

1404 The inpatient Professional Performance Committee, which shall include the Emergency Department, and the outpatient Professional Performance Committee shall be composed of Registered Nurses employed at the facility and covered by this Agreement. The committee members shall be elected by the Registered Nurse staff at the facility. The Registered Nurse Quality Liaison shall attend the monthly meetings to facilitate the quality improvement activities and provide education to the nursing staff. A maximum of eight ~~(8)~~ **nine (9)** Nurses shall make up each committee, ~~at Fremont, Fresno, Hayward, Manteca, Oakland, Redwood City, Richmond, Roseville, Sacramento, Sacramento AACC, San Francisco, San Jose AACC, San Rafael, Santa Clara, Santa Rosa, San Jose, South Sacramento, South San Francisco, Vallejo, Vallejo AACC and Walnut Creek facilities, and at Antioch, Modesto, and Vacaville when hospitals open at those locations. A lesser number shall make up each committee at other facilities.~~ **Existing committee members who fall outside of the current collective bargaining agreement membership numbers as of September 30, 2014, will be grandfathered until such time their membership to the committee is vacated.**



Home Health/Hospice Professional Performance Committee

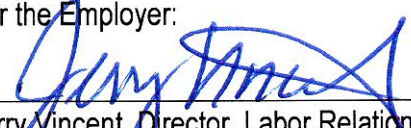
1405 The Regional Home Health/Hospice Professional Performance Committee shall be composed of Registered Nurses employed at the facility and covered by this Agreement. The Committee shall be composed of ~~ten (10)~~ **eleven (11)** Registered Nurses representing Home Health and Hospice. New areas, as they establish Home Health/Hospice, shall have a representative in accordance with the above agreement.

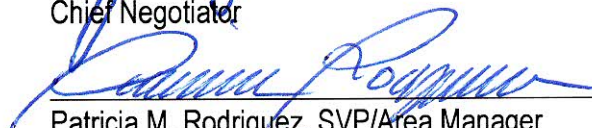
The Regional Home Health/Hospice Professional Performance Committee shall meet Regionally every other month for a total of eight (8) hours, of which four (4) hours shall be designated as a Home Health/Hospice Nursing Quality Forum.

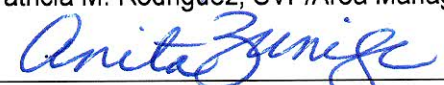
Nurse Practitioner Professional Performance Committee

1406 The Nurse Practitioner Professional Performance Committee shall be composed of Nurse Practitioners covered by this Agreement and employed at any Employer facility. The committee members shall be elected by the Nurse Practitioner staff at the facility. The RNQL may attend the monthly meetings to facilitate the quality improvement activities and provide education to the nursing staff. A maximum of ~~four (4)~~ **five (5)** Nurse Practitioners (representing all primary care units and specialty care areas) shall make up the NP PPC at any facility where Nurse Practitioners are employed. For any facility that includes two (2) or more satellite medical offices, a maximum of ~~six (6)~~ **seven (7)** Nurse Practitioners shall make up the committee, of which at least two (2) will be from the satellite medical offices.

For the Employer:


Jerry Vincent, Director, Labor Relations
Chief Negotiator


Patricia M. Rodriguez, SVP/Area Manager


Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator



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Tentative Agreement: Union 37
Dated: October 22, 2014
RN Response Network

Article III – Association Security
Section A – Required Membership
Paragraph 301
Article XXV – Leaves of Absence
Section J – RN Response Network
Paragraph 3519

It shall be a condition of employment that all Nurses of the Employer covered by this Agreement shall remain members of the Association in good standing and those who are not members on the execution date of this Agreement become and remain members in good standing of the Association. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, within thirty-one (31) days following the beginning of such employment, become and remain members in good standing in the Association. If a Nurse has a sincerely held religious belief that prohibits him or her from joining and maintaining membership in a union, s/he may elect to pay the amount equivalent to initiation fees and monthly dues to charity in lieu of payments to CNA by advising CNA in writing of his/her religious objection and making monthly donations in an amount equivalent to CNA dues to one or more of the following charities: American Heart Association, American Cancer Society, AIDS Foundation, Planned Parenthood, Doctors Without Borders, **RN Response Network (RNRN)**, The Multiple Sclerosis Society, World Wildlife Fund, The Nature Conservancy and Heifer International Foundation. The Nurse must show proof to CNA of having made the contributions to charity in the amount of membership dues on a monthly basis. If a Nurse who has elected to make charitable contributions in lieu of paying membership dues requests to CNA to use the grievance-arbitration procedure on his/her behalf, CNA may charge the employee for the reasonable cost of using the procedure.

Section J – RN Response Network

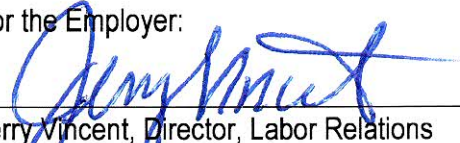
Upon request from the Association, the Employer will grant unpaid leave to employees at the Regional level for participation in the RN Response Network (RNRN) as dictated by operational necessity. The Association will request in writing up to twenty-five (25) Nurses and/or Nurse Practitioners in totality at the Regional level to participate in the RNRN program per each identifiable instance. Requests made by the Association to exceed twenty-five (25) Nurses and/or Nurse Practitioners may be mutually agreed upon by both parties. All Nurses and/or Nurse Practitioners participating in the RNRN shall not be on leave for more than thirty (30) calendar days from the first day of release for this program. Employees may elect to utilize accrued vacation time during participation in the RNRN program.



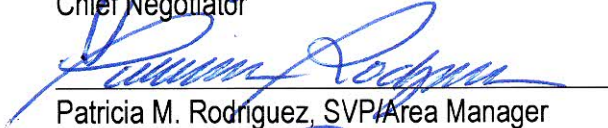
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Additionally, the Employer may designate a Disaster as one which warrants emergency relief efforts by a designated agency; and, therefore, may become a Kaiser Permanente (KP) sponsored Disaster Service. When a KP sponsored Disaster Relief Service has been identified, the Employer and the Association mutually agree to adhere to the parameters and procedures outlined in the Leave for Disaster Service Policy (NATL.HR.002); which includes, but is not limited to, the approval of time off, compensation, and benefits.

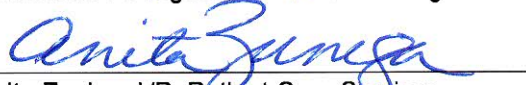
For the Employer:



Jerry Vincent, Director, Labor Relations
Chief Negotiator



Patricia M. Rodriguez, SVP/Area Manager



Anita Zuniga, VP, Patient Care Services
Kaiser Foundation Hospitals

For the Union:

Karen Chan, CNA Division Director,
Chief Negotiator