

1. **Article 5:** Replace existing language in 5(A) with the following:

ARTICLE 5 - STAFFING

A. SCHEDULES AND OVERTIME

1. In recognition that work schedules are a key piece of proper staffing and recruitment and retention, this section outlines the application of various schedules. Any further applications of schedules and/or changes to schedules not included in this contract will use the appropriate Labor Management Partnership and follow the Lab Pro Article 5.E language provisions.
2. Overtime provisions, except those that result in over forty (40) hours of work in workweek, shall not apply if such schedules result from the request of the employee or from a voluntary trade. The below will apply except when there is a change of schedule requested by the employee and approved by the employer. Holidays worked will count for the purposes of computing weekly overtime and consecutive day pay.
3. There shall be no duplication of overtime or premium pay under this or any other provision of this Agreement.
4. Regularly scheduled Full-Time/Part-Time and Float employees working in departments with six (6) and seven (7) days per week operations will be scheduled at least every other weekend off. Exceptions may be made by mutual agreement when temporary unusual operation conditions occur, employees volunteer to work a different schedule, or Short-Hour weekend positions are necessary.
5. When backfilling an open shift for any shift length or schedule pattern, management will make a good faith attempt to backfill the entire open shift.
6. Schedule patterns:
 - a. 7/70 Employees (10-hour shifts; 7 consecutive days within a pay period)
 - i. Defined as working 10-hour shifts, seven (7) consecutive days within a pay period.
 - ii. The work week is defined as a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. It need not coincide with the calendar week.
 - iii. Employees shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate, including any shift differential for all hours of work performed in excess of ten (10) hours in any twenty-four (24) hour workday and for all hours worked in excess of forty (40) hours within the workweek.
 - iv. Each employee's work schedule will provide for a minimum of twelve (12) hours between two consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the base hourly rate (BHR) in addition to applicable differentials.
 - v. All hours worked on the eighth (8th) consecutive day worked shall be paid at the rate of one and one-half (1-1/2) times the employee's BHR including applicable shift differentials except when there is a change of schedule agreed upon between the employee and the Employer and all hours worked on the ninth (9th) consecutive day shall be paid at the rate of double (2) times the

employee's BHR. All hours worked on additional consecutive days will be paid at double time BHR including any differential.

- b. 4/40 Employees (10-hour shifts)
 - i. Employees will be paid one and one-half (1-1/2) their BHR for all hours worked in excess of ten (10) hours in a workday and on their fifth (5th) consecutive day. All applicable shift differentials shall be added.
 - ii. They shall be paid double (2) their BHR for their sixth (6th) consecutive day of work. All applicable differentials shall be added. All hours worked on additional consecutive days will be paid at double time BHR including any differential.
 - iii. Each employee's work schedule will provide for a minimum of twelve (12) hours between two (2) consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the base hourly rate (BHR) in addition to applicable differentials.
- c. 5/40 Employees (8-hour shifts)
 - i. Employees will be paid one and one-half (1-1/2) their BHR for all hours worked in excess of eight (8) hours in a workday and on their sixth (6) consecutive day. All applicable shift differentials shall be added.
 - ii. They shall be paid double (2) their BHR for their seventh (7th) consecutive day of work. All applicable differentials shall be added. All hours worked on additional consecutive days will be paid at double time BHR including any differential.
 - iii. Each employee's work schedule will provide for a minimum of twelve hours (12) between two (2) consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the base hourly rate (BHR) in addition to applicable differentials.
- d. 3/36 Employees (12-hour shifts)
 - i. Employees will be paid one and one-half (1-1/2) their BHR for all hours worked in excess of twelve (12) hours in a workday and on their fourth (4) consecutive day. All applicable shift differentials shall be added.
 - ii. They shall be paid double (2) their BHR for their fifth (5th) consecutive day of work. All applicable differentials shall be added. All hours worked on additional consecutive days will be paid at double time BHR including any differential.
 - iii. Each employee's work schedule will provide for a minimum of eleven (11) hours between two (2) consecutive work shifts. Work performed prior to the expiration of the eleven (11) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the base hourly rate (BHR) in addition to applicable differentials.
- e. 8/80 Employees (10-hour shifts; 8 consecutive days within a pay period)
 - i. Defined as working 10-hour shifts, eight (8) consecutive days within a pay period.
 - ii. The work week is defined as a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. It need not coincide with the calendar week.

- iii. Employees shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate, including any shift differential for all hours of work performed in excess of ten (10) hours in any twenty-four (24) hour workday and for all hours worked in excess of forty (40) hours within the workweek.
- iv. Each employee's work schedule will provide for a minimum of twelve (12) hours between two consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the base hourly rate (BHR) in addition to applicable differentials.
- v. All hours worked on the ninth (9th) consecutive day worked shall be paid at the rate of one and one-half (1-1/2) times the employee's BHR including applicable shift differentials except when there is a change of schedule agreed upon between the employee and the Employer and all hours worked on the tenth (10th) consecutive day shall be paid at the rate of double (2) times the employee's BHR. All hours worked on additional consecutive days will be paid at double time BHR including any differential.

TENTATIVE AGREEMENT:

For the Employer:

Spencer Hardy

Spencer Hardy (Jul 27, 2021 14:25 PDT)

Spencer Hardy

Jul 27, 2021

Date

Manager, Employee and Labor Relations
Management Co-Lead
Kaiser Permanente

For the Union:



Nick Oberst

7/24/21

Date

Medical Technologist
Labor Co-Lead
OFNHP Laboratory Professionals

OFNHP Lab Pro

Article 5

AGREED

For the Union:

Jodi Barschow, DNP, RN
Jodi Barschow, DNP, RN (Nov 18, 2021 09:40 PST)

Jodi Barschow
President, OFNHP

Shirlee I. Morehouse
Shirlee I. Morehouse (Nov 21, 2021 20:17 PST)

Shirlee Morehouse
OFNHP Lab Pro Bargaining Unit
Chair

Nov 18, 2021

Date

Nov 21, 2021

Date

For the Employer:

Deanna W. Dudley
Deanna W. Dudley (Dec 3, 2021 12:22 PST)

Deanna Dudley
Vice President, Human Resources
KPNW

Dec 3, 2021

Date

Justin McGowan
Justin McGowan (Nov 30, 2021 11:52 PST)

Justin McGowan
Senior Administrator II, Care
Delivery
KPNW

Nov 30, 2021

Date

Robert Sokol
Robert Sokol (Nov 30, 2021 11:58 PST)

Robert Sokol
Director, HR Employee & Labor
Relations
KPNW

Nov 30, 2021

Date

Kirsten Paric
Kirsten Paric (Nov 30, 2021 11:15 PST)

Kirsten Paric
Sr. Consultant, HR Employee &
Labor Relations
KPNW

Nov 30, 2021

Date

1. **Article 13 B:** Delete in entirety
2. **Article 10:** Replace existing language in 10(A) with the following, to be effective six (6) months after the successor CBA is ratified and signed by all parties:

ARTICLE 10 - SENIORITY, LAYOFF, RECALL

A. DEFINITION OF SENIORITY

1. Seniority will be based on the hire date into the Laboratory Professionals Bargaining Unit, except as specified below.
2. The seniority roster in effect upon ratification will remain in effect.
3. OFNHP members employed by Kaiser Permanente in the Northwest region who are hired into a Laboratory Professionals bargaining unit position from another position represented by another OFNHP collective bargaining agreement will be granted one (1) year of seniority for every (3) three completed years of employment as an OFNHP bargaining unit Kaiser Permanente employee, on a prorated basis.
 - a. Job bidding seniority will be applied in the following order
 - i. Laboratory Professionals bargaining unit seniority (*see* 10 C for order of application)
 - ii. Kaiser Permanente Employees covered by any other OFNHP collective bargaining agreement
 - iii. All other candidates
 - b. For all other purposes where seniority is applied, namely in workgroup settings, including but not limited to vacation bidding, holiday assignments, schedule bidding, education leave, and reductions in force, seniority will be applied by years of employment by Kaiser Permanente in the Northwest region in any position covered by any OFNHP collective bargaining agreement in Kaiser Permanente Northwest region.
4. Seniority will be bridged, through adjustment of the hire date, for the following reasons:
 - a. Layoff and recall;
 - b. Voluntary resignation/retirement and rehire or returning to the bargaining unit via transfer: if the employee is rehired or transfers into the bargaining unit after a break in service within twelve (12) months following non-retirement resignation/retirement/departure from the bargaining unit, the employee will be given full credit for seniority previously accrued through the prior termination date; seniority will continue to accrue on the rehire date. If the employee is rehired after twelve (12) months, seniority will be based on the rehire date.
5. An updated seniority list shall be provided by the Employer every January and July and reviewed by a Labor Management Committee every March and September. The list shall be published on HRconnect and distributed to the OFNHP union office and the Labor Management Committee every January and July. The list shall include the employee location, job title, status, coded hours, Kaiser Permanente hire date, and Laboratory Professionals seniority date.

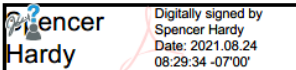
OFNHP Lab Pro / KPNW

Management proposal: August 12 at 11:40 a.m. via email to Nick Oberst
The Employer reserves the right to modify, amend, or withdraw this proposal.

4. **Grandfathering:** Existing language in Article 10 and 13 B will continue to apply to all employees enrolled in a Medical Technologist licensure educational program as of September 30, 2021 or ratification, whichever is later.

5. **Seniority review:** If an employee believes their seniority to be inaccurate, that employee should request a seniority audit from the National HR Service Center. If an employee disagrees with the audit, they may utilize the grievance procedure for recourse.

TENTATIVE AGREEMENT:

 Digitally signed by
Spencer Hardy
Date: 2021.08.24
08:29:34 -07'00'

8/24/21

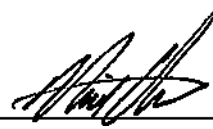
Spencer Hardy

Date

For the Employer:

For the Union:

Manager, Employee and Labor Relations
Management Co-Lead
Kaiser Permanente



8/18/2021

Manager, Employee and Labor Relations
Management Co-Lead
Kaiser Permanente

Medical Technologist
Labor Co-Lead
OFNHP Laboratory Professionals

AGREED

For the Union:

For the Employer:

Jodi Barschow, DNP, RN
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Jodi Barschow
President, OFNHP

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Deanna W. Dudley (Dec 3, 2021 12:22 PST)

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VP, Human Resources
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**OFNHP Laboratory Professionals
KPNW Management Comprehensive Proposal November 10, 2021**

Kaiser Foundation Hospitals, Inc., Kaiser Foundation Health Plan of the Northwest, Inc. hereby submit the following proposals to the Collective Bargaining Agreement and reserve the right to add, subtract from or modify these proposals at any time during the course of these negotiations.

The following is offered as a package and no item can be accepted individually. The parties will refashion the principles below into contract language.

1. Existing Differential Increases

The parties agree to the differential increases below:

- Increase existing evening shift differential from \$1.20 to \$2.20/hr.
- Increase existing night shift differential from \$4.00 to \$4.25/hr.
- Increase existing lead differential from \$1.00 to \$1.50/hr.

2. Longevity:

Add a 10 year longevity step, 2.5% above the last current step in the wage scale, for employees who are both at the top step for at least one pay period and who have 10 years experience at Kaiser. Years of service will be based on hire date to Kaiser.

3. Float Employees, Floating, and Differential

The parties agree to modify the existing collective bargaining agreement to incorporate the following language.

a. Float Employee and Floating

FLOAT EMPLOYEE

1. A float is defined as an employee hired to:

- a. Work variable shifts (defined as day/swing or swing/night) and/or:
 - i. Work at multiple facilities (defined as KFH MOBs), or
 - ii. Work at multiple sites (defined as KFH Hospitals), or
 - iii. Work multiple Regional Laboratory departments.

2. The Float employees' primary purpose is to provide replacement for scheduled and unscheduled absences of regularly scheduled employees, and to provide additional staffing stability and flexibility for responding to work load fluctuations and as needed for continuity of operations.

TEMPORARY FLOATING

- 1) ~~A regularly scheduled employee may be requested to work in a different location or department for a short term to maintain efficient operations. The needs of the employee's home base must be satisfied before the employee may pick up shifts in another department or location, and an employee may be recalled to their home base.~~
- 2) ~~The designated float differential applies while an employee has been requested to work in a different location or department pursuant to this temporary floating language. is not working at their home base.~~

b. Differential

The parties agree to create a new differential to pay designated float employees \$2.50.

C. EMERGENCY OVERTIME ASSIGNMENT

The Employer will make a good faith effort to release employees from work assignments at the end of the scheduled shift. Assignments which would require work beyond the scheduled workday will be offered to the employees on a voluntary basis **for overtime, or 1.5 times normal pay. If no employee volunteers, then employees may be directed required-mandated** to work Emergency Overtime Assignments only in cases of unforeseen emergent circumstances where the member's health and wellbeing are in direct jeopardy or customer service is compromised **and only when all other staffing and service alternatives have been exhausted and documented. Any hours worked that are required directed by the employer pursuant to this article will be deemed Emergency Overtime Assignments and will be paid at 1.5 times normal pay.**

In addition, employees who are required by the employer to work an additional shift due to the emergency circumstances above will be considered to be on an Emergency Overtime Assignment and paid at 1.5 times normal pay. These shifts will first be offered voluntarily under normal pay practices.

Emergency overtime will not result in a continuous shift greater than 12 hours **except in extraordinary circumstances. Without mutual agreement.**

~~Staffing shortages may also create situations where the member's health and wellbeing are in direct jeopardy or customer services is compromised. Management may deem these circumstances as emergencies. These shifts will be offered to employees on a voluntary basis only and be paid at double time.~~

Each workgroup will be responsible for establishing the process to be used in these situations. This process will be defined in the workgroup's staffing guidelines. **Both parties acknowledge the mutual**



goal of appropriate staffing such that Emergency Overtime Assignments are used in a limited fashion. and thus unforeseen circumstances are avoided as much as possible.

///

Any Tentative Agreement is subject to the overall terms of the National Agreement and is conditional on the overall settlement of the National Agreement. Local bargaining costs will be factored into the overall settlement package.

AGREED

For the Union:

For the Employer:

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