

ARTICLE 5.D.5 Additional Certifications TA

The following language is added to Article 5.D.5.b.1 of the OFNHP Pro Collective Bargaining Agreement:

This list does not preclude management’s ability to include additional certifications in all disciplines within the Professional Bargaining Unit.

Any Tentative Agreement is subject to the overall terms of the National Agreement and is conditional on the overall settlement of the National Agreement.

AGREED

For the Union:

For the Employer:

Jodi Barschow, DNP, RN
Jodi Barschow, DNP, RN (Nov 30, 2021 17:12 PST)

Nov 30, 2021

Jodi Barschow
OFNHP

Date

Deanna Dudley
Vice President, Human Resources
KPNW

Date

Sarina K. Roher, RN
Sarina K. Roher, RN (Dec 1, 2021 12:24 PST)

Dec 1, 2021

Sarina Roher
OFNHP Pro Bargaining Unit Chair

Date

Justin McGowan
Senior Administrator II, Care Delivery
KPNW

Date

Alicia Sheprow
OFNHP Pro Bargaining Unit Vice

Date

Robert Sokol
Director, HR Employee & Labor Relations
KPNW

Date

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

Date

PARTIAL DAY PTO TENTATIVE AGREEMENT

The following language is added to Article 13.A of the OFNHP Pro Collective Bargaining Agreement:

PTO is used for any time that an employee is away from work for vacations or other elective time in no less than 1-hour increments and solely at the choice of the employee. The Employer may not mandate the use of partial day PTO when not explicitly requested. The only exception to this rule will be if the Employer uses Partial Day PTO to resolve pay grievances for occurrences prior to October 1, 2021. Partial day PTO will be pre-scheduled and will be requested via the scheduling process no less than one day before the date of requested use.

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OFNHP Professional Employees KPNW Management Comprehensive Proposal November 11, 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 and New Stipend

The parties agree to the differential increases below:

- Increasing existing standby differential from \$4.40 to \$6.25/hr.
- Increasing existing evening differential from \$3.23 to \$3.48/hr.
- Increasing existing night differential from \$6.45 to \$6.70/hr.
- Increasing existing bilingual differential to \$2.00/hr.
- **Standby Phone Consultation Stipend: \$1,500 per quarter stipend to each employee identified by management who performs standby phone consultation.**
 - Standby Phone Consultation is defined as an employee on standby who is managing patient care by telephone (e.g. RN consulting a clinician to manage a post-op patient's pain.)
 - Management determines which employees participate in Standby Phone Consultation depending on departmental need.
 - Phone consultation includes KP approved electronic communications for managing patient care.
- Increasing In Lieu of Benefits differential to \$6.00 for all qualifying members of the Professional Bargaining Unit.
- ~~Expand Weekend differential \$4.00/hr for all depts~~

2. Seniority

A. Definition

1. Seniority is determined by the date of hire into a coded position in the Northwest Region into a discipline included in the bargaining unit. On-calls do not have seniority except as provided in Article 6.A.8.

2. The parties agree to add to the seniority of current and future employees in this Bargaining Unit who have been employed in jobs/disciplines not included in the Professionals Bargaining Unit in Kaiser Permanente's Northwest Region. We agree to do as follows: for every three (3) years that an employee was employed by Kaiser Permanente in the Northwest Region in a job/discipline that is not included in the Professionals Bargaining Unit, the employee's seniority will be increased by one (1) year up to a maximum of five (5) years additional seniority. For example, if an employee worked in the Northwest Region as a RN for nine years and then became a Nurse Practitioner, the employee's seniority would be increased by three (3) years. If an employee worked as a janitor for eighteen (18) years and then became a Social Worker, the employee's seniority would increase by five (5) years. Years will be rounded to the nearest year based upon months of employment. i.e. seven (7) months and greater will be given one (1) year of credit, less than 7 months will be given no credit. Employment credit will be given only for periods where the employee was working 20 or more coded hours per week.

- a. Seniority will be based on hire date or return to department in job discipline for vacations, schedule/shift bidding, and education leave.
- b. For layoffs and reductions in force, seniority will be determined as follows:
 - For employees with five or more years of employment, the seniority date will be the date of hire.
 - For employees with less than five years of employment, the seniority date will be set by the accrued compensated hours.
 - For on-call employees, the date will be adjusted according to Article 6.A.8.

3. Seniority will continue to accrue during Leaves of Absence.

4. Termination of seniority will only be by resignation or discharge for just cause.

Bargaining Unit employees with breaks in service prior to the ratification of the Agreement of February 25, 2002, will have seniority bridged provided:

- The employee voluntarily terminated and then was subsequently rehired within three Years of the termination date, and
- The employee's service period prior to termination was-of a greater duration than the break in service.

~~6 Employees who accept a represented position outside of the Bargaining Unit with the Employer and return to a Bargaining Unit position within six months shall have no break in seniority and shall continue to accrue seniority during those six months. For absences of greater than six (6) months, seniority will not accrue during the entire absence, but previously accrued seniority shall be recognized while bidding for a vacancy **open position** in the Bargaining Unit, and the previous accrual will be restored upon return to a Bargaining Unit position.~~

Employees who accept an **OFNHP** represented position outside of the Bargaining Unit with the Employer and return to a Bargaining Unit position within six months shall have no break in seniority and shall continue to accrue seniority during those six months.

For absences of greater than six (6) months **from OFNHP**, seniority will not accrue during the entire absence, but previously accrued seniority shall be restored and recognized while bidding for an open position in the Bargaining Unit.

Employees who accept a non **OFNHP**-represented position outside of the Bargaining Unit with the Employer and return to a Bargaining Unit position within six months shall have previous seniority restored.

For absences of greater than six (6) months **from OFNHP**, employees who accept a nonrepresented position outside of the Bargaining Unit with the Employer and return to a Bargaining Unit position shall have no seniority restored.

7... [current contract language]

8 Seniority when Hired into an On-Call Position

An on-call employee who is hired into a coded position in the bargaining unit will not be granted seniority based on the employee's date of hire as an on-call employee. An on-call employee who is hired into a coded position will be granted seniority at the rate of 1 year of seniority for every 1000 hours worked cumulatively in an on-call position. The calculation of the number of seniority years credited for on-call service cannot exceed the number of years worked while on-call. The on-call service must be in the same discipline as the coded position the employee is being hired into. Using this formula, the employee's date of hire into the coded position will be adjusted to reflect the employee's on-call service.

B. Seniority lists

An updated seniority list of hire dates will be published by the Employer in January and June of every year. The exception would be in the event of layoff or reduction, when the Employer will produce a

seniority list, which includes compensated hours for all employees with less than five years tenure within the disciplines affected by the layoff or reduction.

C. Job Postings

1. ... [current language]
2. ... [current language] 3 ... [current language]
4. Job descriptions and addendums for all posted positions shall be retained in Human Resources for review by applicants.

D. Vacancies and Transfers .. [current language]

- 1... [current language]
- 2.. Seniority shall prevail between existing employees, first among coded employees and second among on-call employees as provided in Article 6.A.8., when qualifications, performance and experience are approximately equal.
- 3 ... [current language]
- 4 ... [current language]
- 5 ... [current language]
- 6 ... [current language]

E. Reduction in Hours and Layoffs:

1. Relocation of Department

- a. If the entire department is relocated to another facility, all employees will be moved to the positions at the new site without reapplying for the newly located positions.
- b. If a department is to be partially relocated to another facility, and the FTEs remain constant or increase between the two sites, the Employer will first seek volunteers to move to the new location prior to posting vacancies. In order of seniority, the volunteers will be given the choice of locations. If there are not enough volunteers to fill the positions at the new location, the least senior in the affected workgroup will be required to relocate to the new facility or accept any open position within the region within six weeks of the relocation of the service to the new facility. No affected member of the workgroup may bump into an occupied position in the region.

2. Reduction or Layoff of FTEs

- a. The Economic Security Agreement and Guidelines of the National Labor Management Partnership will apply.

- b. At such time as the Employer believes there may be a need for a reduction in force, the Employer shall inform the Union and the parties will meet to attempt to find ways to avoid the reduction. If, after attempts to find alternatives to the reductions, it becomes necessary to permanently reduce the workforce, and either completely or partially eliminate positions, the Employer will notify the Union at least 60 days in advance of the reductions. During the set 60-day period prior to the reduction, the parties will initiate the process set forth in sections c, d, and e below and complete the process within the 60-day period.
- c. Within the 60-day period, options for the affected employee will be developed by the parties, offered in order of seniority and will include:
1. Voluntarily accept any open, comparable position in the Region prior to any other applicants.
 2. Accept placement into any position within thirty miles of the affected worksite.
If no positions exist within thirty miles, the employee may be offered a position within sixty-five miles of the affected worksite.
 3. Bump as set forth in section d
- d. For the purpose of implementing layoffs, it is recognized that individuals in certain disciplines may be qualified to assume the position currently held by an individual in another discipline or clinical setting. The positions which are acceptable to be bumped shall be:
- 1) Those for which the employee currently meets the qualifications, experience and performance requirements, as described in the job description and/or addendum. The employee may not bump into a prescriber discipline, unless they are already a member of a prescriber discipline group (Nurse Practitioners, Certified Midwives and Physician Assistants) and meet minimum qualifications.
 - 2) Within the definition of comparable positions, as described in Article 6.E.5 below.
 - 3) Less senior than those affected by the layoff
- If none are within comparable distance, the affected employee can waive the mile limit.
- If none are within comparable FTE, the affected employee can select the position closest to the employee's FTE.
- Those employees who are bumped may request a position of a less senior employee in the discipline in the region, or accept the layoff.

- e. After the bumping process is complete, the employee who is unable to bump will receive economic security for up to one year. During that year, if the employee is offered a position pursuant to Article 6.E.2 above, and the employee refuses the offered position, the employer's obligation under the Economic Security Agreement will cease for the individual and their employment will be terminated.

4. Recall of Employees

- a. Laid off employees shall be recalled in order of seniority to positions for which they meet minimum qualifications/licensure for a period of fifteen months from the date of layoff. During the period of recall, the employer will not hire from outside the organization into positions affected by the layoff. However, internal transfers with more seniority will be permitted to transfer into open positions prior to the recall of lesser senior employees in recall status.
- b. During the period of recall, the employee who has been laid off shall have the responsibility of identifying vacant and posted positions for which they are qualified/licensed to perform. The employee must notify the human resources representative managing the recall process, who will stop the hiring process for the vacant position until the laid off employee is given information about the job responsibilities and skills, determined its comparability, and arranged for the position to be offered to the employee.
- c. If the position is comparable and the employee does not accept the position, the employer may remove the employee from the recall list and the employee may be terminated. Noncomparable jobs will be offered to employees if a comparable job is not available. If the employee does not accept a non-comparable vacancy, they will remain on the recall list.
- d. If no positions with a comparable FTE are available, the employee may combine two positions to achieve a comparable FTE if departmental scheduling and staffing requirements can be met, or the employee may assume the position of the closest to comparable, whether greater or less than their current FTE.
- e. Employees who are recalled shall have no break in service for benefit or seniority purposes. This will include bridging of benefits and hire dates upon recall. If the employee is recalled into a position with a lower salary, the employee continues to be paid their previous rate until the salary of the new position meets or exceeds their current rate.

5. Definition of Comparable Position

- a. Within one scheduled day of work per week from the affected position.
- b. With skill requirements that can be met by the employee within ninety days of training and education.
- c. Within 30 miles from the location of the affected position

3. Holiday Pay 1.

1. Recognized holidays:
New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day December
25
2. Eligibility for Holiday Pay:
 - a. Any employee regardless of FTE status, including on call employees who work a shift on the actual holiday will be paid at the holiday rate of pay as described below.
 - b. All employees with scheduled hours of 20 or more hours per week, (0.5-1.0 FTE), are eligible for holiday benefits as below. There is no waiting period.
3. Employees on an unpaid leave of absence are not eligible for holiday pay.
4. Definition of holiday for pay purposes for night shift:
On the recognized holidays as listed above, the employee will be paid 1.5 times the employees' hourly equivalent rate of pay for all hours worked plus 1.0 for the holiday. Employees scheduled to work the night shift shall receive the holiday rate of pay from 1800 the evening prior to the beginning of the holiday to 0800 on the morning after the holiday.
5. Holidays falling on Saturday or Sunday when clinics are closed:

Departments normally closed in recognition of the holiday will observe the holiday on the Friday before the Saturday holiday, or the Monday following the Sunday holiday. The actual holiday will be recognized for purposes of paying premium holiday pay

Example: December 25 falls on a Sunday and the facility is closed on the following Monday in recognition of the holiday. If the employee works on Sunday, they will be paid premium pay. If the employee then works on Monday, they will be paid straight time.

6. Pay for Holiday Benefit when the Holiday is Not Worked:

a. If a holiday falls on a normally scheduled workday and a 0.5- 1.0 FTE eligible employee is scheduled off because of the holiday, the employee will receive pay at the normal straight time rate for the number of hours that the employee would have received had they worked. b. On a day that an employee either:

- i. Is normally scheduled off
- ii. Has an irregular schedule
- iii. Does not work the holiday,

the employee shall receive one of the following:

1. Additional pay equal to one-fifth (1/5th) of the employee's average coded weekly hours per pay period
2. Bank the number of hours equal to one-fifth (1/5th) of the employee's average coded weekly hours per pay period

Example: If employee works 30 hours in week one of the pay period and 40 hours in week two, for an average of 35 hours per week, they will receive seven (7) hours of pay or seven (7) hours to bank.

$30 + 40 = 70$ hours in pay period

$70 \div 2 = 35$ hours weekly average

$35 \div 5 = 7$ hours (paid or banked)

7. Pay for Holiday Benefit when Holiday is Worked:

- a. Employees who work on a holiday will be paid at the rate of double time and one half for the holiday worked (1.5X rate for the holiday worked and 1.0X rate for the holiday taken), OR the employee may be paid 1.5X rate for the holiday worked, and "bank" the holiday for the number of hours worked on the holiday
- b. If an employee works a double shift on a holiday, the first shift will be paid at double time and one half (2.5x) rate and the second shift at time one-and one-half rate (1.5X rate).

8. Employees who choose to “bank” holidays shall:
- c. Use as the holiday as the first day of the next scheduled PTO vacation
 - d. Use the by the last pay period in the year it was “banked”
 - i. (For example, December 25, 2021 falls in the benefit year for 2022, and would need to be taken prior to the end of the last pay period of 2022).
 - ii. This deadline may be extended where the date of the beginning of the new payroll year makes it impossible to use a banked winter (December 25 or New Years Day) holiday in the same payroll year or by mutual agreement.

Flexible Personal Day:

~~Post probationary employees in a benefit eligible status shall be eligible for one (1) flexible personal day per year. Note: Please refer to the National Agreement for additional flexible personal day language.~~

4. Paneling

Primary Care Nurse Practitioner or Physician Assistant Panel Size: Nurse Practitioner or Physician Assistant panels are considered “full” or “closed” when the panel fills 80% of capacity (using the current panel methodology). Some panel sizes will vary based on individual practice and responsibilities in the team. This will be determined at the local level.

Participation in the paneling incentive program is at manager and provider discretion. To qualify for the paneling incentive, the PC NP/PA must be 100% dedicated to paneling per the monthly paneling report.

Incentives:

- Prorated by FTE up to \$2000/quarter if equal to or greater than 115% paneling measured at the end of the quarter.
- Prorated by FTE up to \$2500/quarter if equal to or greater than 125% paneling measured at the end of the quarter.

- Prorated by FTE, NPs and PAs not meeting above criteria will be eligible for up to \$2500/quarter if they are at a PROMOTE status per the monthly paneling report for at least two months of the quarter.

Quarters end the last day of March, last day of June, last day of September and last day of December.

5. Professional Education Fund – Not Contract Language Change

The parties agree to continue a temporary subcommittee working on Professional Education Fund improvements. ~~Scheduled 11/12 @ 1300. We will include a proposal for final review during these negotiations.~~

6. Access and Staffing – Not Contract Language Change

The parties agree to continue a temporary subcommittee on language for working collaboratively to develop workgroup schedules including holiday accountability per Article 20. Next meeting scheduled Thursday 11/11/2021. ~~A version of Article 20 has been sent over to management subcommittee members for review this morning. We will include a proposal for final review during these negotiations.~~

7. Bilingual

~~Intent: Mutual decision between manager and employee based on operational need. If there is a need for escalation the Salary Review Committee.~~

KP and employee may assess whether a specific role should be subject to reclassification where an employee has the qualifications to qualify for a bilingual job classification and has a current or planned high utilization of another language in clinical work. If the employee is not satisfied with the ultimate decision, the parties may bring the issue to a Salary Review Committee.

8. Contract Clean

Management agrees to meet and discuss potential mutually beneficial contract clean up (clerical work related to record keeping, formatting, addenda, and the use of gender neutral language) with the Union in service of ease of administration of the Collective Bargaining Agreement.

~~Include OFNHP/KPNW 2018 Joint Staffing Tentative Agreement as Appendix~~

10. Longevity

Longevity:

~~Existing wage scales and steps will be expanded to include a 16 year step for all disciplines in the Professional Bargaining Unit.~~

- ~~• AU 15~~
- ~~• CD44, CD45, CD46, CD 47~~
- ~~• CE12, CE 13, CE 14, CE 17, CE 19, CE 20~~
- ~~• HC 13, HC 14~~
- ~~• MH 14, MH 15~~
- ~~• MP 16~~
- ~~• PM 13, PM 14, PM 15, PM 16~~
- ~~• RC 13, RC 14~~
- ~~• SP 14, SP 15, SP 16~~
- ~~• SW 13, SW 14~~

Add a 16 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 16 years experience at Kaiser. Years of service will be based on hire date to Kaiser.

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For the Union:

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*Management reserves the right to modify or withdraw this proposal
Successor contract bargaining 2021*

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