

AGREEMENT

BETWEEN

KAISER FOUNDATION HOSPITALS

AND

KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST

AND

OREGON FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS

LOCAL 5017 – AFT - AFL-CIO

**REGISTERED NURSES**

October 1, 2018 – September 30, 2021



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KAISER FOUNDATION HOSPITALS AND KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST  
AND  
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS**

**PREAMBLE**

This Agreement is entered into on October 1, 2005, between KAISER FOUNDATION HOSPITALS AND KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST (hereinafter collectively referred to as "Employer") and the OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5017, AFT, AFL-CIO (hereinafter collectively referred to as the "Union").

**ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for employees in the Bargaining Unit for the purpose of collective bargaining with respect to compensation, hours of employment, and other terms and conditions of employment.

**ARTICLE 2 - SCOPE OF AGREEMENT**

This Agreement covers Registered Nurses from two National Labor Relations Board Certifications as defined below.

- A. NLRB Case No. 36-RC-4209 - Full-time and regular part-time emergency room Registered Nurses employed by Kaiser Foundation Health Plan at its Sunnyside Medical Center facility and all full-time and regular part-time Registered Nurses employed by Kaiser Foundation Hospitals at its Sunnyside Medical Center facility, excluding after hours Nurses, Public Health Nurses employed in the Home Health Agency, Nurse Anesthetists, Coordinators, Skilled Nursing Facility Coordinators, Guards and Supervisors as defined in the Act. Ambulatory Care Nurses at Sunnyside Medical Center shall be included in this Bargaining Unit.
- B. NLRB Case No. 36-RC-4162 - All Registered Nurses employed by Kaiser Foundation Health Plan at its outpatient clinics and after hours or ambulatory care clinics at specific locations as defined in the certification, and excluding all Emergency Room Nurses, Nurse Practitioners, Nurse Clinicians, Ambulatory Care Nurses at Sunnyside Medical Center, Guards, Supervisors as defined in the Act and all other employees.
- C. In 2000, this Agreement was amended to include all Registered Nurses employed in Continuing Care Services.
- D. Also, excluded are Registered Nurses utilized by the Employer through arrangements made with any Nurse registry; Registered Nurses employed by the Employer who are temporarily reassigned to work that is covered under the scope of this Agreement or Registered Nurses primarily assigned to another of the Employer's facilities.

E. Current locations are:

**Beaverton Medical Office**

4855 S.W. Western Avenue  
Beaverton, Oregon 97005  
(503) 643-7565

**Cascade Park Medical Office**

12607 S.E. Mill Plain Boulevard  
Vancouver, Washington 98684  
(360) 256-7104

**Central Interstate Medical Office**

3600 N. Interstate Avenue  
Portland, OR 97227  
(503) 331-3005

**Division Medical Office**

7705 S.E. Division Street  
Portland, Oregon 97206  
(503) 777-3311

**East Interstate Medical Office**

3550 N. Interstate Avenue  
Portland, Oregon 97227  
503) 285-9321

**Fisher's Landing**

16703 SE McGillivray Blvd.  
Vancouver, WA 98683  
(360) 418-6001

**Interstate Medical Office South**

3500 N. Interstate Avenue  
Portland, Oregon 97227  
(503) 285-9321

**Longview/Kelso Medical Office**

1230 7th Avenue  
Longview, Washington 98632  
(206) 636-2400

**Montgomery Park Office**

2701 N.W. Vaughn Street  
Portland, OR 97210-5398  
(503) 499-5200

**Mother Joseph's Plaza**

9427 S.W. Barnes  
Portland, Oregon 97255  
(503) 203-2040

**Mt. Scott Medical Office**  
9800 S. E. Sunnyside Road  
Clackamas, Oregon 97015  
(503) 653-6440

**Mt. Talbert Medical Office**  
10100 S. E. Sunnyside Road  
Clackamas, Oregon 97015  
(503) 652-2880

**North Lancaster Medical Office**  
2400 Lancaster Drive NE  
Salem, Oregon 97305  
(503) 361-5400

**Orchards Medical Office**  
7101 N.E. 137<sup>th</sup> Avenue  
Vancouver, Washington 98682

**Regional Call Center**  
5115 N. Greeley  
Portland, Oregon 97217  
(503) 813-2000

**Rockwood Medical Office**  
19500 S. E. Stark Street  
Portland, Oregon 97233  
(503) 669-3900

**Salmon Creek Medical Office**  
14406 NE 20<sup>th</sup> Avenue  
Vancouver, WA 98686  
(360) 418-6001

**Skyline Medical Office**  
5125 Skyline Road South  
Salem, Oregon 97306  
(503) 361-5400

**St. Vincent Medical Office**  
9205 SW Barnes Rd.  
Portland, OR 97225  
(503) 216-2115

**Sunnybrook Medical Office**  
10180 S. E. Sunnyside Road  
Clackamas, Oregon 97015  
(503) 652-2880

**Sunnyside Medical Office**  
10180 S. E. Sunnyside Road  
Clackamas, Oregon 97015  
(503) 652-2880

**Sunset Medical Office**  
19400 N. W. Evergreen Parkway  
Hillsboro, Oregon 97124  
(503) 645-2762

**Tualatin Medical Office**  
19185 S.W. 90th Avenue  
Tualatin, Oregon 97062  
(503) 885-7300

**Vancouver Medical Office**  
2211 East Mill Plain Blvd.  
Vancouver, Washington 98661  
(360) 418-6001

**West Interstate Medical Office**  
3325 N. Interstate Avenue  
Portland, Oregon 97227  
(503) 285-9321

### **ARTICLE 3 – Bargaining Unit**

The Bargaining Unit shall be comprised of all registered nurses covered by this Agreement as described in “Article 2 – Scope of Agreement” above.

### **ARTICLE 4 - UNION SECURITY**

#### **A. REQUIRED MEMBERSHIP**

All present employees shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.

All employees in classification covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.

Any employee who transfers to a position covered under this Agreement from a position in a comparable classification covered under a separate labor agreement with the Employer shall not be required to pay any initiation fees upon transfer, but shall pay Union monthly dues or fees equal to such dues.

Employees who are required to join the Union or pay regular fees and who fail to do so shall, upon notice in writing from the Union of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any employee is terminated for failure to comply with the provisions of this Article. In cases where termination of an employee would result in a critical staffing situation, the sixty (60) day period may be extended by mutual agreement between the parties. Such an extension will not be unreasonably denied by the Union.

As provided by Federal Law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled and the Nurse shall make contributions to a tax-exempt, non-religious charitable organization of her/his choice.

The Employer and the Union shall equally share expenses for the printing of an adequate supply of copies of this Agreement by a Union print shop. Copies of this Agreement shall be provided to all current employees by the Union. Copies of this Agreement shall be provided to all new employees at the time of employment by the Employer. Specific attention shall be called to the obligation of this Article.

#### B. PAYROLL DEDUCTION OF DUES

The Employer shall deduct from each employee's wages the amount of Union dues or fees, as specified by the Union, of all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner. Deductions for dues or fees shall be made on the first (1st) pay period of each month and shall be promptly remitted to the Union.

Upon the implementation of the new payroll system, the Employer will implement biweekly deduction of Union dues.

#### C. NEW EMPLOYEE NOTICES

No later than the first (1st) and the fifteenth (15th) of each month, the Employer shall forward to the Union the names, addresses, telephone numbers, department & shift, classifications, Social Security numbers and dates of employment of new employees and the names of employees who have resigned, or change in status, terminated or been granted a leave of absence. The Employer shall also provide the Union the hours scheduled for each employee on approximately January 15 and July 15 each year.

#### D. NO CONFLICTING AGREEMENTS

No employee shall be required nor permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this agreement.

#### E. BARGAINING UNIT WORK

Supervisory, managerial, or temporary personnel shall not be used to perform work customarily performed by Bargaining Unit employees except for meeting peak loads, temporary/emergency needs, or providing special skills not found among current employees.

##### Contracted Agency

Prior to contracting for agency RNs for a specific unit or pool, Stewards will have seven (7) days to review the available schedules/shifts. If the Steward commits to guaranteeing 100% replacement with qualified OFN staff (from any patient care area or pool) who are willing to work additional hours over their normal work schedules, the position will not be filled by a contracted agency RN.

If, when reviewed weekly, the position/shifts have not been covered per this agreement, contracted agency RNs may be scheduled.

When a contracted agency RN has been scheduled, a staff RN may not claim rights to the shift, except as provided in Article 14.D.1.c. - Temporary Reduction in Force; and only after overtime and volunteers have been reduced.

## F. NEW POSITIONS

The parties recognize that new job titles may be developed to reflect the evolution of care delivery. Prior to the posting of the newly created job, the parties will meet to determine representation status. Any newly created job agreed upon by the Employer and Union will be accreted into the agreement for the relevant bargaining unit. This section shall apply to newly created Professional/Technical positions related to direct/indirect patient care delivery. Positions to which this section shall apply shall include, but not be limited to, any newly created position which will perform duties currently performed by bargaining unit employees or for which the educational, certification, credential or licensure requirements are equivalent to existing represented positions. The above paragraph does not apply to positions which meet the criteria for management/supervisory employee, or confidential employee, as defined by the National Labor Relations Act. NWIT and CHR positions would not be covered by the above language unless or until the Union represents one or more job classifications in these areas. This agreement does not address nor modify the 2005 KP Health Connect Effects Bargaining Agreement.

Please refer to National Agreement Section 1.K.5.

## G. INDEMNIFICATION

The Union 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 provisions of this Article.

## H. CONTRACT

The Union and the Employer agree to equally share expenses of contract printing after ratification to be completed by an agreed upon Union print shop. The Employer will provide office support for the data entry of the ratified contract, and will make good faith efforts to provide the Union with a compatible disc in a timely manner.

## I. CONTRACT LANGUAGE ADOPTION

Either Kaiser Permanente or Oregon Federation of Nurses and Health Professionals (OFNHP) may request, and subsequent to the request the parties will meet, to consider adoption of contractual language agreed to by any Union at Kaiser Permanente. The IBPS/CDM process will be used. Upon mutual agreement such language will be implemented.

## **ARTICLE 5 - NON-DISCRIMINATION AND WORKPLACE HARASSMENT**

### A. NON-DISCRIMINATION

The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such person's race, religion, color, national origin, ancestry, gender, age, marital status, physical or mental handicap, veteran status, sexual orientation, or the membership in and/or activity on behalf of the Union.

Both parties agree to encourage any employee who believes there has been a violation of this section of the Agreement to utilize internal review procedure established by the employer with union participation if (s)he believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, (s)he shall not waive his/her right to use the grievance procedure and shall have the option of filing

a grievance starting at STEP TWO within ten (10) calendar days of the decision resulting from the internal review procedure.

## B. WORKPLACE HARASSMENT

The Employer acknowledges a responsibility to provide a work environment free of any type of harassment, including sexual harassment. Both parties agree to encourage any employee who believes they have been subjected to harassment to utilize the internal review procedure established by the Employer with Union participation if (s)he believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, they shall not have waived their right to use the grievance procedure and shall have the option of filing a grievance, starting at STEP TWO, within ten (10) calendar days of the decision from the internal review procedure. If a manager and a steward jointly agree harassment education is necessary or requested, training will be provided on paid time.

## ARTICLE 6 - UNION REPRESENTATIVES AND UNION ACTIVITY

### **Note: Please refer to the National Agreement Section 1.K.1**

- A. The Union will provide the Employer with a current list of its officers and stewards who are accredited to represent the Union every six (6) months.
- B. Duly authorized staff representatives of the Union and its affiliates shall be granted access at reasonable times to enter the Employer's facility where employees covered thereunder are employed, when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the employees are employed and assisting in processing grievances. The Union representatives shall, prior to or upon arrival at the facility, notify the Medical Office Administrator, who shall contact the appropriate management personnel. During hours when the Medical Office Administrator's office is closed, the Administrator on call shall be notified by calling the hospital switchboard operator. No interference with the work of employees or the confidentiality and privacy of patient care shall result and such right of entry shall be subject to general hospital rules applicable to non-employees, except that access shall not be restricted to any particular time of day.
- C. Officers and delegates and stewards of the Union or employees designated to attend programs of the Union including, but not limited to conventions may be granted a personal leave of absence time off without pay and without loss of seniority credit except as specified by this Collective Bargaining Agreement. Such leaves will not be unreasonably denied.
- D. Employees will be granted partial or complete Leaves of Absence without pay while conducting business pertaining to the Union.
  - 1. Requests for such leave shall be made in writing to the Employer by the Union and shall contain the reasons for the requested Leave of Absence. Employees requesting extended Union leave shall give their supervisors 30 days notice prior to the commencement of the leave.
  - 2. The Leave of Absence without pay granted by the Employer for Union business shall be for an initial period of not less than thirty (30) calendar days and not to exceed one (1) year. Seniority and tenure credit will accrue during such leave.
  - 3. Additional leaves of absence to exceed a total of one (1) year will be granted during which seniority credit will continue to accrue.



4. During such leaves of absence, the employee shall be eligible to continue coverage in Bargaining Unit group Health Plan, Dental Plan, Life Insurance, and Disability Insurance at the employee's expense.
  5. Upon application for reinstatement at the expiration of the leave of absence, employee(s) shall be returned to their former job assignment. Employee(s) who request reinstatement prior to the expiration of their leave will be given preferential consideration for openings for which they are qualified.
  6. The Employer will allow a maximum of one (1) Inpatient and one (1) Outpatient Registered Nurse to be on a Union-related leave at any one time.
  7. The Employer may hire a temporary Registered Nurse to replace Registered Nurses on a Union-related leave. The temporary may be hired for the duration of the leave.
  8. Union-related leaves may not be added to other types of leaves of absence.
- E. Union representatives will have the opportunity to meet with newly hired employees as part of the orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be for thirty (30) minutes and will be considered as paid time for the orientee. The provision of orientation will not drive overtime.
- F. Bargaining Unit members, serving as members of the Union Negotiating Team, shall be credited with seniority for time spent in contract negotiations equal to her/his normal work shift spent when negotiations occur on the employee's scheduled work day.
- G. Union pension trustees shall be paid for time spent in trust meetings by the Employer when the meetings occur during the employee's normal work shift.
- H. Employees who are involved in joint Union/Management activities may request that time while participating in such activities be paid by the Employer. The employees will be paid for time spent in such activities as monthly Labor/Management meetings, retreats, joint training, and Shop Steward/MOA/Director meetings. Employees working in the Salem or Longview-Kelso area medical offices will be paid travel time (one [1] hour each way).

## **ARTICLE 7 - BULLETIN BOARDS**

A designated OFNHP Bulletin Board for the posting of appropriate matters pertaining to Union business will be provided wherever possible in staff only work or break areas as mutually agreed by the manager and union representative. Where space is not available in each work area, a mutually agreed upon Bulletin Board will be placed in a central area. Bulletin Boards shall be no smaller than 17"X22". All posted materials shall be dated and signed by a Union Representative.

## ARTICLE 8 - EMPLOYEE CATEGORY DEFINITIONS

A. Inpatient RNs work at 24/7 operations. All other RNs are considered Outpatient RNs.

### B. REGULAR EMPLOYEE

A regular employee is one who is permanently assigned to work a schedule of twenty (20) or more hours per week.

### C. SHORT-HOUR EMPLOYEE

A short-hour employee is one who is regularly scheduled to work less than twenty (20) hours a week.

### D. ON-CALL EMPLOYEE

An On-call employee is one who is coded zero (0) hours, has no permanent work assignment, and who is employed to work on an intermittent work basis.

1. In-patient: On-call employees must be available to work at least two (2) shifts per pay period and two (2) weekend shifts per month, if applicable, except during four (4) weeks of the year when they will not be required to be available. These requirements may be adjusted and/or waived by mutual agreement.

2. Out-patient: On-call employees must be available to work at least four (4) shifts per pay period and two (2) weekend shifts per month, if applicable, except during four (4) weeks of the year when they will not be required to be available. Request for the four (4) weeks of non-availability must be submitted according to Outpatient Rules for Time Off. Continuing Care Services will follow outpatient on-call language.

On call employees shall be available to work on one (1) major holiday defined as Thanksgiving Day, Christmas Day and New Year's Day.

On call employees shall also make themselves available either the day before or after their chosen holiday.

If an employee offers more than two shifts of availability in a 24-hour period, those shifts will count as one shift of availability for the purposes of this agreement.

These requirements may be adjusted and/or waived by mutual agreement.

3. Out-patient Casual: On-call employees will be required to be available to work a minimum of 12 shifts per year

### E. EXTERNAL TEMPORARY EMPLOYEE

A temporary employee is one who is hired from outside the Bargaining Unit to work for a specific period of time not to exceed three (3) consecutive months, or to replace a permanent employee not to exceed six (6) months or to replace an employee on Union-related leave not to exceed twelve (12) consecutive months.

Specific exceptions to provide for an additional and limited time period in a temporary status may be made by mutual agreement in writing by the parties. External temporary positions of

20 or more coded hours per week for a duration of 6 months or more are eligible for benefits.

#### F. UNION TEMPORARY EMPLOYEE

A current Bargaining Unit employee may temporarily fill a temporary position without loss of benefits, if applicable under Article 18.D, and return to her/his former position and benefits, if applicable, when the temporary position ends. The temporary position will not exceed three (3) consecutive months, or to replace a permanent employee not to exceed six (6) months or to replace an employee on Union related leave not to exceed twelve (12) consecutive months. Specific exceptions to provide for an additional and limited time period in a temporary status may be made by mutual agreement in writing by the parties.

#### G. CORE EMPLOYEE

For the purpose of this Article the term core employee is used to describe an employee in a single inpatient nursing unit an outpatient nursing module / department with a regular work schedule. Employees are recognized in all of the employee definitions except on-call and float employees.

#### H. FLOAT EMPLOYEES

For the purpose of this Article the term “float” is used to describe how an employee derives a daily work assignment. A float employee works a variable work schedule at multiple Inpatient nursing units and Outpatient nursing modules/department within or between facilities. Float employees are recognized in all of the employee definitions above, but are distinct in the variability of their work assignments. The float employees’ primary purpose is to provide replacement for scheduled and unscheduled absences of regularly scheduled employees, and to enhance the stability and flexibility of the staffing model for selected populations of clients by responding to workload fluctuations.

### **ARTICLE 9 - CHILDBIRTH EDUCATORS**

Childbirth educators are typically coded for 4.5 hours per week and scheduled for a fixed weekday evening childbirth education class. One (1) month in advance, educators are notified of the location and course content of each class. The classes are typically four (4) hours in duration, and regardless of the duration of the class, educators will be paid a minimum of three (3) hours for every class they instruct. In addition, the educators will be paid for all time spent in staff meetings and for class preparation time. Educators will be offered additional scheduled shifts of work to administer childbirth education films and tours of the regional childbirth facilities. On-call educators will be offered vacant shifts as far in advance as possible on an equitable basis. Educators who are ill and unable to report for work will call the department manager or Team Leader who will arrange for the instruction or cancellation of the class. Shift differential will be paid for all hours worked after 6:00 p.m. Educators will advance one (1) step on the wage scale no less than every two (2) years from date of hire.

## ARTICLE 10 - HOURS, OVERTIME AND SCHEDULES – INPATIENT

Note: Please refer to the National Agreement, Section 1.F.1 and 1.F.2 for additional language.

### A. DEFINITIONS

#### 1. Workday

The Workday is defined as the twenty-four (24) hour period beginning at the time the employee commences work.

#### 2. Work Week

##### a. Non 7/70 Schedule Employees

The workweek is defined as a seven (7) day period beginning at 0001 Sunday or the shift changing hour nearest that time.

##### b. 7/70 Schedule Employees (Including Inpatient Float Employees)

The workweek 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. The workweek for the day and evening shift begins at 0001 on Friday and ends at 2400 the following Thursday. The workweek for the night shift begins at 1201 on Thursday and ends at 1200 the following Thursday.

### B. CHANGE IN SCHEDULES/HOURS OF OPERATIONS

#### 1. Change in Schedules

- a. The parties agree that changes in employee work-shifts or work schedules may be necessary to maintain the quality of healthcare delivery. The parties further agree that portions of this agreement are predicated upon the continuation of the current 7/70 schedule. The employer and the Union mutually recognize the benefit innovative work schedules may have on retention and recruitment of qualified nurses. If a need to change schedules is identified, the agreed upon LMP entity and process will be utilized.

Labor and management will apply the decision-making language, as stated in the "Reaffirmation and Understandings" document (Pp. 14-16), with regard to changes in work schedules. If consensus cannot be reached, management retains the right to make and implement decisions regarding work schedules. The Union retains the right to respond.

- b. Regularly scheduled days on/off and start/stop time will be developed between managers and employees to the extent possible to achieve stability among affected employees. When the Employer requires permanent changes to days on/off or start/stop times of two (2) hours or less to work groups or individual employees and when volunteers cannot be obtained, the least senior employee(s) shall accept the required change. Permanent start/stop time changes greater than two (2) hours may be voluntarily accepted by a work group, employee, otherwise the position shall be posted.

## 2. Changes in Hours of Operation

The hours of operation are determined solely by the Employer. If the Employer proposes a change in current hours of operation, the Employer shall confer with the Union and employees in an attempt to arrange mutually satisfactory schedules; however, it is understood that management retains the right to establish schedules consistent with operational needs.

## C. SCHEDULING OPTIONS

Scheduling options currently in the contract should be made available to all departments. However, in departments that have 7/70 scheduling as of October, 2005, the majority of positions will be full-time, non-split positions.

Individual departments will utilize the LMP process to create scheduling options that work best for patient and staff needs. These options will be reviewed both by Management and Union.

Inpatient staffing processes should involve a consideration of all staffing options and should consider such staffing options in posting vacant positions.

## D. SCHEDULES

1. The Employer agrees to create and post full-time positions wherever possible. This is subject to efficient operations and recruitment conditions.
2. Coded employees will not be required to rotate shifts.
3. Weekend shall mean shifts starting on Saturday and Sunday except in the case of the night shift which shall mean shifts starting on Friday and Saturday.
4. Employee's scheduled workdays shall include rest periods, meal breaks and time to prepare for essential patient care or job responsibilities.
5. Employees will be responsible for advising the Employer of their desire to work additional pre-scheduled hours beyond their coded hours. Such requests will be made prior to the posting of the next work schedule. Part-time and full-time employees who request such hours will be given first preference for such hours. The criteria in scheduling additional hours will be seniority (provided the employee has the required qualifications). Additional hours will not be assigned to an employee if it would constitute the working of overtime.
6. Hours not assigned to coded employees in outpatient facilities shall be awarded to on-call employees on an equitable basis taking into consideration departmental needs, workload and the skills of the employees.

## E. FLOAT

### 1. Float Positions

- a. Float positions can be coded for twenty (20) hours or more per week.
- b. Float positions may be posted for any shift and/or fixed schedules.

### 2. Availability for Float Employees

A float employee must be available to work at least three (3) shifts per week. Two (2) of these shifts will be on a fixed weekend pattern to include every third weekend, The shifts identified by the employee as being available must be equally distributed between days and one (1) other shift unless availability is exclusive of day shifts.

### 3. Non-Availability

- a. No more than 15% of float employees may elect to be unavailable at the same time.

- b. Part-time float employees may elect to not be available during four (4) weeks of the year. Requests must be submitted according to the timetable in Appendix E.

#### 4. Holiday Availability

- a. Float employees shall be available to work on one (1) major holiday, defined as Thanksgiving Day, Christmas Day and New Year's Day. Christmas Day or the evening shift of Christmas Eve is required every other year.
- b. Float employees shall be available to work on one (1) minor holiday each year, defined as all other designated holidays (Memorial Day, Independence Day, Labor Day).

#### 5. Pre-Scheduling Process

- a. Float employees will submit their availability dates for work every fourth (4th) Friday according to the schedule in Appendix E. Late submission will not exclude the employee from scheduling, but seniority will not apply until all timely submitted availability's are scheduled. Work schedules will be sent to float employees within two (2) weeks after the availability due date.
- b. The Employer will not schedule an employee for more than two (2) different kinds of shifts in a payroll period without prior agreement of the employee.
- c. A float employee who does not comply with availability scheduling requirements will be subject to status change to on-call.

#### 6. Assignment of Pre-scheduled Shifts

- a. Assignment will be to the extent of available work according to the employee's availability, seniority and skills.
- b. Distribution of the available work will be made in the following order during the pre-scheduling process:
  - Fixed schedule shifts and unfixed available shifts to meet coding. If the volume of available work does not allow for all employees to attain coded hours, then the available shifts will be Pre-scheduled according to seniority.
  - Addition requested shifts above coding according to seniority.
- c. The Employer will use its best efforts to award non-fixed shifts on an equitable basis taking into consideration the number of shifts, the identified employee preferences among each part-time employee, and the seniority provisions above.
- d. Employees will not be obligated to report for work on days indicated as available, but not scheduled to by the Employer in the Pre-scheduled process. Employees are expected to work once scheduled with the exception of approved time off.
- e. Scheduling of on-call will not occur until the Employer has been unable to schedule regular floats according to the methods of this Agreement.
- f. Seniority provisions will not apply in cases of unexpected needs which arise less than seventy-two (72) hours from the time of need, nor in select circumstances where pre-scheduling has occurred as a result of vacation replacement systems identified in Appendix E.

## 7. Change of Designation

Part-time employees may elect to become on-call at any time, but they must meet the minimum work requirements identified for on-call employees, and are required to go through the application process if they desire to return to a part-time float status. Two (2) weeks written notice of intent is required to move from part-time float status to on-call status.

## F. ON-CALL EMPLOYEE – INPATIENT

An on-call employee is one who has no permanent work assignment and who is employed to work on an intermittent basis. On-call employees are used primarily for replacement of absences and for time off for regular employees, and for increases in patient census or acuity. Scheduling of on-call will not occur until the Employer has been unable to schedule part-time floats according to seniority. (See Article 8 D for on-call availability requirements.)

## G. VOLUNTARY ADDITIONAL HOURS

### 1. Straight Time

When extra shifts or hours above coding become available they will be offered to employees by seniority when submitted in writing by employees desiring additional hours above coding.

### 2. Overtime

Distribution of overtime hours and shifts will be done equitably. Seniority shall not be a determining factor for the scheduling of overtime. Employees on the 7/70 or split 7/70 schedule and employees regularly scheduled to work thirty-six (36) or more hours per week who are called in to work on a regularly scheduled day off shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for work performed on such days except when there is a schedule change agreed upon between the employee and the Employer or if the employee is absent on a regularly scheduled day, and such absence does not qualify as hours worked under another provision of this Agreement. An approved trade or a day off following a double shift will not constitute a break in 7/70 rotation.

## H. OVERTIME

There shall be no duplication of overtime pay under this or any other provision of the Agreement.

### Assignment of Overtime Hours

The parties recognize the important nature of nursing care, and its safe and timely delivery to our members. Providing for that care during periods of staff shortage, is an important accountability of both management and employees. 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 employees on a voluntary basis.

## I. OVERTIME CALCULATIONS

### 1. General - Consecutive Day Premium Rules

- a. Exemptions-overtime: Ill time, vacation, float holidays and funeral leave shall not be counted in the computation of overtime.

- b. Exemptions-consecutive day pay: holidays taken, float holidays taken, ill time taken, education days, stand-by hours, vacation taken, flex days taken, and non-clinical time above coding will not be included in the compensation of consecutive day pay.
- c. For the purposes of this provision, the following will count in calculating consecutive days of work: all core shifts, all clinical time above coding, mandatory training events, nursing unit retreats, and bereavement leave.
- d. Double shift overtime hours worked will not be included in the consecutive day premium calculation except as specified in Article 10.G.2.
- e. For all shifts shorter than 12 hours, employees' work schedules shall 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 regular straight-time rate, including shift differential, if applicable.
- f. For 12 hour shifts, employees' work schedules shall provide for a minimum of ten (10) hours between two (2) consecutive work shifts. Work performed prior to the expiration of the ten (10) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the regular straight-time rate, including shift differential, if applicable.

## 2. 7/70 Schedule Employees

Employees shall be paid at the rate of one and one-half (1-1/2) times the straighttime hourly rate, including any shift differential, for all hours of work performed in excess of ten (10) hours in any twenty-four (24) workday and for all hours compensated in excess of (40) hours within the work week, except as provided in paragraph 1 in this section.

All hours worked on the eighth (8th) consecutive day worked shall be paid at the rate of one and one-half (1-1/2) 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 worked shall be paid at the rate of double time.

## 3. 5/40 Schedule Employees

Employees shall be paid at the rate of one and one-half (1-1/2) times the straighttime hourly rate, including any differential, for all hours compensated in excess of forty (40) hours within the workweek, and for all hours of work performed in excess of eight (8) hours in a workday (except as provided in paragraph 1 of this section and in the next paragraph).

All hours worked on the sixth (6th) consecutive day worked in the workweek shall be paid at the rate of one and one-half (1-1/2) and all hours worked on the seventh (7th) consecutive day of work shall be paid at double time except when there is a change of schedule agreed upon between the employee and the Employer (i.e., trading of scheduled shifts). In all cases, however, overtime shall be paid for all hours worked in excess of forty (40) per workweek.

## 4. Registered Nurses working less than ten (10) hours in the 7/70 pattern as described in this Article shall:

- a. Be paid one and one half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) in a workday and in excess of forty (40) in the workweek.
- b. Shall be considered as working a separate and distinct shift for the purpose of temporary layoff, and will be considered a full-time 7/70 employee for the purpose of a permanent layoff.
- c. Will be paid to attend all inservice sessions and staff meetings offered to all 7/70 employees.



5. Registered Nurses Working a 4/40 Scheduling Pattern

- a. All Registered Nurses assigned to work within a 4/40 scheduling pattern have agreed to do so as a result of the development of an alternate schedule according to the process provided for in this Article.
- b. All Registered Nurses shall be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) in a workday and on their fifth (5th) consecutive day of work. They shall be paid double their regular rate of pay on their sixth (6th) consecutive day of work.
- c. All Registered Nurses working a 4/40 pattern at Sunnyside Hospital shall be offered the option of accumulating paid vacation in accordance with Article 16.

6. Registered Nurses Working in a Twelve (12) Hour Scheduling Pattern

- a. All Registered Nurses assigned to work a twelve (12) hour scheduling pattern have agreed to do so as a result of the development of an alternative schedule according to the process provided in this Article.
- b. All Registered Nurses will be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of twelve (12) in a workday and on their fourth (4th) consecutive day, regardless of the length of shift on the fourth (4th) day.
- c. They shall be paid double their regular rate of pay on their fifth (5th) consecutive day of work.

7. 7/70 Trade Shifts

Employees who trade work shifts within two 7/70 positions in a 30/40 split are participating in a mutually agreed upon schedule change.

The employees shall be paid one and one half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) hours in a work day and forty (40) hours in a workweek.

These employees shall remain in their 30/40 split until either individual requests return to 7/70 schedule or vacates their position. The remaining individual shall go back to a 7/70 schedule and the vacated position shall be posted as a 7/70 position.

J. STANDBY SCHEDULING (see also Article 13, Section E)

1. General

The Employer may initiate a voluntary standby program in any inpatient unit.

2. Surgical Services

The maximum amount of time an employee is required to be on standby duty will include one (1) shift per week Monday through Friday and two (2) weekend shifts every four (4) weekends.

It is the intent of the parties that a standby scheduling process will be developed and mutually agreed upon by two thirds (2/3) of the patient care area employees and will include the following principles. In the event that no system is found acceptable by two thirds (2/3) of the employees, the unit manager may unilaterally assign standby shifts on an equitable basis to all employees.

- a. All regular, full time and short hour employees in the affected patient care area are obligated to participate in any standby scheduling system.

- b. Participation in the standby schedule will be offered to qualified employees outside of the patient care area only after the employees from the affected patient care area are permitted to be scheduled within a designated time period.
- c. Any scheduling mechanism will include a pre-scheduling process to schedule shifts on an equitable basis among all employees. The process will incorporate employee shift preferences to the extent possible. Scheduling of holidays for the year will occur by March 15.
- d. Employees will be permitted to give a scheduled shift to another employee through a mechanism that recognizes seniority and volunteers. If no volunteers are willing to assume the shift, the employee is responsible for standing by for work on that shift.
- e. No employee will be required to be scheduled for standby during a scheduled vacation, leave of absence, or sick leave.
- f. During the pre-scheduling process, any unfilled standby shift will be filled by a rotational system based on reverse seniority among all employees. The reverse seniority list shall carry over month to month.
- g. The Employer will provide electronic beepers for employees who are required to perform standby duty.
- h. If the Employer seeks a second team to report for work, volunteers will be sought, if no volunteers are available the second team will be identified through a system of reverse seniority. The Employer will maintain a list of those employees who are willing to volunteer for such duty. The double time incentive will apply as applicable.

## K. GUIDELINES FOR TIME OFF

### Time Off - Inpatient

#### 1. Guidelines

- a. Limits Per Patient Care Units in the Entire Hospital
  - 1) Patient care units which have twenty (20) or fewer RNs with coded positions shall be limited to one (1) RN off per unit within a twenty-four (24) hour period.
  - 2) Patient care units which have twenty-one to twenty-five (21-25) RNs with coded positions shall be limited to two (2) RNs off per unit within a twenty-four (24) hour period. The SPU and PACU shall be included in this limit.
  - 3) Patient care units which have more than twenty-five (25) RNs with coded positions shall be limited to three (3) RNs off per unit within a twenty-four (24) hour period. These three (3) will be distributed to one (1) per shift (day, evening, and night), or two (2) per day shift and one (1) on evening OR night shift. For inpatient areas in which there are not three (3) shifts operating, the number shall be three (3) RNs off per unit within a twenty-four (24) hour period.
- b. Limits Per Patient Care Area in the Entire Hospital
  - 1) Patient care areas with twenty (20) or fewer coded RNs shall be limited to one (1) per twenty-four (24) hours.
  - 2) Patient care areas with twenty-one to twenty-five (21-25) coded RNs shall be limited to two (2) per twenty-four (24) hours and on different shifts. The SPU and PACU shall be included in this limit.
  - 3) Patient care areas with more than twenty-five (25) coded RNs shall be limited to three (3) per patient care area per twenty-four (24) hours. These three (3) would be distributed to one (1) per shift, or two (2) per day shift and one (1) on evening or night shift. For inpatient areas in which there are not three (3) shifts operating, the number shall be three (3) per twenty-four (24) hour period. If more units are created, the Employer will meet with the Union for the purpose of adding to the number of employees granted time off.

- c. When an RN is denied a stretch of time off because one (1) or two (2) shifts have been granted off during that stretch and the limits are exceeded on those single shifts, the Employer will make every effort to grant the stretch off, the RN can appeal the denial to their coordinator. If the RN requested cannot be accommodated by the coordinator and the RN believes the appeal has been unreasonably denied, the RN can seek a remedy with one (1) step grievance procedure at Step two (2). If not remedied at Step two (2), the Union can proceed to arbitration.
- d. When an RN is denied time off that is within their contractual accrual because the request exceeds the hospital or patient care area limits, the RN can secure an RN(s) to work the requested time off at straight time as long as the replacement RN(s) is able to work the requested shift in addition to fulfilling their contractually required schedule and availability obligations.
- e. If 7/70 ceases to be the scheduling system in any patient care area, the above limits will not apply.
- f. Other leaves would be as provided for in Article 19 and would not be unreasonably denied.
- g. The timetable in Appendix E will be utilized. All requests will be approved or denied in a timely manner.
- h. Requests will be granted in the order in which they are received. Requests received on the same date will be resolved by seniority.
- i. Scheduled employees may trade work shifts with the concurrence of their supervisor. This trade will not result in overtime.
- j. Requests for education days off may be submitted two (2) weeks prior to the requested days off.
- k. Requests for time off for 1st and 2nd Quarter 2007 will be accepted July 15, 2006. Thereafter time off requests will be accepted for each quarter nine months in advance. April 1 for the period of January, February, March; July 1 for the period of April, May, June; October 1 for the period of July, August, September; January 1 for the period of October, November, December.
- l. Employees who have been denied blocks of time off because of one or two days not meeting time off guidelines shall be able to appeal the denial to their unit manager and such appeals shall not be unreasonably denied.
- m. The Employer shall not include employees outside of the Bargaining Unit for determination in time off guidelines as specified in this Agreement.
- n. Shifts with start times other than 0645, 1245, and 2115 shall be considered as a separate shift for the purposes of granting time off, if under eighty percent (80%) of the hours of the alternative shift occur on any of the 0645, 1245 or 2115 shifts. If more than one alternative shift exists on a unit all of them shall be combined for the purposes of granting time off.

## L. TEMPORARY RE-ASSIGNMENT OF INPATIENT RNs AT ALL KAISER PERMANENTE HOSPITALS

### 1. Reassignment Intro:

We recognize that there may be times of emergent patient need that require a temporary re-assignment of RN Inpatient staff. All Inpatient RNs will be apprised of the possibility of temporary re-assignment upon hire at Kaiser Permanente Hospital. All inpatient RN staff will be oriented to any department/unit area to which they may be temporarily reassigned based upon Department Partnership Council criteria including, but not limited to, a skills list.

## 2. Purpose

To staff based on the needs of an identified unit and distribute the work force to adequately cover patient care needs; to prevent disruption of patient care that has been initiated in the event these needs change.

## 3. Process

- a. Patient care needs shall always be considered first, prior to initiation of floating any RN between units.
- b. Each unit shall keep the float/rotation list based on their Department Partnership Council (DPC) developed criteria.
- c. Scheduling of shifts in the Float Pool will be accomplished in the following order:
  - 1) Prescheduled Float RN's will be assigned first.
  - 2) RN's scheduled to work extra shifts within their arena.
  - 3) RN's scheduled voluntarily at overtime.
  - 4) RN's scheduled voluntarily at double-time.
  - 5) Agency staff will be assigned last.
- d. Every attempt will be made to avoid floating a nurse twice in one shift.
- e. Every effort will be made to avoid floating a nurse out of his/her arena; however, in time of extreme need/emergency, a nurse may be required to float out of his/her arena once all other options have been exhausted, and patient safety is at risk.
- f. Under normal circumstances, RN's shall be floated within the following arena's based on qualifications and competency:
  - 1) Critical Care: ICU, 1-South, 1-North, ER, ACU, CCT/ECM, Arena Nurse
  - 2) Med/Surg: Oncology, 3-South, 2-North, 3-North, Dialysis, Arena Nurse
  - 3) Maternity/Women's Health: Nursery, 2-South, L&D
- g. A list of cross-trained nurses will be kept in the Staffing office. It will be updated by the Unit Managers or Nurse Educators annually or more frequently as required by employee, unit manager, or Charge RN. The Staffing office will maintain updated records of RN's who are qualified and have agreed to float to any given unit. This information will be documented in ANSOS and available 24 hours per day.
- h. When RN's are required to float, they will be given brief orientation, as needed, to the unit at that time by the Charge Nurse.
- i. New Graduates completing their nursing orientation will not be floated from their home unit for 6 months, or as specified by the Unit Manager. The only exception to this will be in the name of patient safety and that at least 75% of the staff on the unit have a least 1 (one) year of experience.

## **ARTICLE 10.5 – PUBLIC HEALTH NURSES (PHN) and CONTINUING CARE SERVICES DEPARTMENT: HOURS, OVERTIME, SCHEDULES AND TERRITORIES**

### **A. WORK DAY**

1. Field: Unless there is a specific alternate schedule, the "work day" begins between 0800 and 0830 and ends between 1630 and 1700 for day shift, and 1300 to 2130 for evening shift. Recognizing that the field PHNs practice a form of telecommuting, there are certain defined activities done routinely from the staff person's home; for example: computer data transfer, voicemail, contacting the scheduler, documentation in the

electronic record, and telephoning patients to set up home visits. The employee may begin the workday with these activities; however, the time spent on non-work related activities and to travel to the first work location of the day is non-paid. Similarly, although there may be work done by the employee at the end of the day from their own home, the time spent traveling from the last work location of the day to their “home” is non-paid time.

2. Non-Field: The Resource/Referral hours of operation begin at 0800 and end at 1730, seven days per week including holidays, with a half-hour for lunch break, unless a routine alternate schedule has been specifically approved by the immediate supervisor.
3. After-hours call: The call shift covers the hours of 1700 to 0800 Monday through Friday, 1700 – 0830 Saturday, Sunday and holidays.
4. Should the field PHN anticipate the work assignments (visits, documentation and follow-up telephone calls) would be completed in less time than the scheduled work day, the PHN is to contact the scheduler (contact the Supervisor after 15:00 until end of shift, and within two hours of the end of shift for additional work assignments.

B. The “work week” is defined as a seven day period beginning at 0001 Sunday to 2400 Saturday.

C. Change in Schedule/Hours of Operation:

1. The parties recognize that changes in employee work shifts and hours of operation may be necessary for the quality of health care delivery. If a need to change schedules outside of current hours of operation is identified, the agreed upon LMP entity and process will be utilized.

Labor and management will apply the decision-making language, as stated in the “Reaffirmation and Understanding” document (Pp. 14-16), with regard to changes in work schedules. If consensus cannot be reached, management retains the right to make and implement decisions regarding work schedules. The Union retains the right to respond.

2. Regularly scheduled days on/off and start/stop time will be developed between managers and employees to the extent possible to achieve stability among affected employees. When the Employer requires permanent changes to days on/off or start/stop times of two (2) hours or less to work groups or individual employees and when volunteers cannot be obtained, the least senior qualified employee(s) shall accept the required change. Permanent start/stop time changes greater than two (2) hours may be voluntarily accepted by a work group or employee, otherwise the position(s) shall be posted.

D. Method for Establishing Alternate Schedule Patterns:

The Employer and the union mutually recognize the benefit innovative work schedule patterns may have on recruitment and retention of qualified Public Health Nurses.

Alternatives to the OFNHP/Kaiser Permanente Labor Agreement may be tentatively agreed upon by shop stewards and supervisors or managers when approved by the Continuing Care Service Department’s Retention and Recruitment Committee, under the following conditions:

1. Alternatives must be described in writing, and signed and dated by a representative appointed by the Union and a supervisor (hereafter called an experimental agreement).
2. Alternative schedule patterns may include weekends, holidays and days off.

2. The experimental agreement must specify the work group and time frame to which it applies.
3. The department Retention and Recruitment Committee will review each experimental agreement at its next regular meeting. These experimental agreements will be instituted, extended and evaluated by the Committee, with decision-making based on the consensus model.
5. Both, the Union and management, have a right to request to seek to change or make permanent an alternative schedule.
6. If the alternative schedule has been satisfactory to both Union and management, they will submit, in writing, a request to the Retention and Recruitment Committee to make the staffing pattern permanent for this work group.
7. If the parties cannot agree whether to continue or discontinue the alternative schedule, the original proponents of the request will work within the dispute resolution process described in the National Labor-Management Agreement.
8. Work group(s) that have an alternative schedule may elect to change to another alternative schedule using the same method as described in this Article.
9. Both parties will try to assure that copies of all new, changed, or discontinued alternative schedules shall be forwarded to the OFNHP office.

#### E. SCHEDULES:

1. The Employer agrees to create and post full-time positions whenever possible.
2. Weekend shall mean shifts starting on Saturday and Sunday except in the case of the night shift which shall mean shifts starting on Friday and Saturday.
3. Employee's scheduled workdays shall include rest periods, meal breaks and time to prepare for essential patient care or job responsibilities. Recognizing that the workday for field PHNs is mostly self-managed, field staff are responsible to assure that rest periods and meal breaks are taken. See Article 13, Section I.
4. Each PHN is scheduled to work every fourth weekend (unless they were hired on a more frequent schedule) and two holidays per year.
5. By 20:00 the night before, the RN who is available to work the next additional shift will be messaged with one of two options:
 

Option A: "Yes, we will use you and we are committing." At this point CCS is committed and will not cancel and the RN is committed to work unless ill, or ...

Option B: The RN will be in available status, and will be notified if needed on the shift by 08:00 of the available day. The RN may cancel availability and CCS may indicate the RN is not needed up to 08:00 of the available day.

#### F. WEEKEND/EVENING BACKUP

1. For the purpose of providing adequate PHN staffing of weekends and evening shifts without having to increase the frequency of weekend rotation schedule, a back-up PHN staffing system is used in Continuing Care Services. It is our intent to reduce the need for use of these back-up systems. This may be appropriately discussed by the department Retention and Recruitment Committee.

2. All PHNs assigned to the every four week weekend rotation (Home Infusion Team [HIT] and Hospice Night Nurse are exempt from Backup) will also sign-up for a minimum of two weekends per year to serve as back-up. Back-up PHNs are activated to complete par staffing for staff absences due to position vacancies and leaves of absence. Activation notification must occur with a one week advance notice. In order to minimize hardship for individual staff, activation will first go to the PHN who has been previously assigned less times in the calendar year, and then reverse seniority. Back-up PHNs will not be used to cover ill call replacement or staffing needs due to higher than expected patient census. Sign-up for the coming year's weekends will occur in the month of September of the prior year. Sign-up conflicts are resolved as follows:
  - a. PHNs who sign up for four or more weekends receive first choice, then;
  - b. Seniority

#### G. JOB SHARE RESPONSIBILITIES, VACANCIES AND APPLICATIONS:

1. Job share positions will consist of one (1) full-time equivalent shared by no more than two (2) qualified Public Health Nurses. Each partner of a job share is expected to work at least forty (40) hours per pay period with the exception of approved time off.
2. Job share partners will be expected to cover the duties and responsibilities of a full-time position/case manager.
3. Both job share partners share the documentation and case conferencing responsibilities equally for all patients on their caseload.
4. Each job share partner will work one weekend out of four on a rotating basis or as per the full-time PHN weekend schedule rotation. The assigned weekend may be shared by the job share partners but must cover both Saturday and Sunday of the same weekend.
5. Each job share partner will work two (2) holidays each year on a rotating basis or as per full-time PHN holiday expectations.
6. Each PHN job share partner will meet the same after-hours nurse call responsibilities as a full-time PHN.
7. Job share partners will submit a monthly plan, in writing, one month in advance, for how they will divide their work schedule responsibilities.
8. Individuals within the job share who are interested in working greater than their coded hours will submit in writing one month in advance their availability to work above coding.
9. Job share partners are expected to make reasonable efforts to cover for one another during scheduled absences so as to maintain maximum continuity of care for their assigned caseload.
10. Job share partners will not be routinely granted vacation time for the same time period.
11. In the event that one of the partners within the job share position resigns or takes another position, the following steps will be taken:

After half of a job share is vacated, the remaining job share may be asked to float rather than following a caseload. If unable to successfully fill the vacancy after a two month posting, the remaining partner will be offered a 20 – 24 hour Float position or may apply for any open position, and the territory will be posted as a full-time position.
12. When a job share position vacancy exists, the following process will occur:
  - a. All job share positions will be posted within the department for a period of at least fourteen (14) days.
  - b. Individuals interested in job sharing will be expected to submit a written application for the posted job share position.

- c. Applicant(s) will be interviewed for the job share position, and the job share position will be awarded to the most qualified applicant(s).

#### H. ON-CALL PHN UTILIZATION

1. On-call personnel are called into work based on the following criteria:
  - a. To fill-in for a specific staff person for a specific length of time (education leave, vacation, leave of absences for illness, etc.) which is agreed upon mutually in advance.
  - b. Insofar as department needs are predictable, and with the exception of extreme emergency, every attempt is made to contact the on-call person no later than Friday of the preceding week, if services will be required for Monday of the following week. On-call PHNs have the option of non-acceptance of work with the understanding that their availability must be "reasonable" (i.e., that too frequent refusal to work could result in the elimination from "on-call" status with the Employer).
  - c. If at any time an on-call person should become essentially unavailable, it is expected that they will so inform the Employer. Likewise, if the department can no longer use the services of an on-call person, that will be communicated with explanation.
  - d. If sick when expected to work, or unable to work due to unforeseen circumstances, it is expected the supervisor will be called prior to beginning of the assigned shift.
  - e. For a definition of On-call, see definition under Article 7.
2. The CCS department may post Short Hour positions with required availability of every 4<sup>th</sup> weekend and a specified number of weekday shifts per month.

#### I. Voluntary Additional Shifts:

CCS Staffing Coordinator to keep track of over-time shifts only for weekends, with a rotating seniority based system by calendar year, with separate list for HIT, Home Health and Hospice RN's.

#### J. Voluntary Overtime:

There is no mandatory overtime. Labor and Management agree to the importance to actively engaging in partnership to limit overtime to promote work/life balance. Voluntary overtime may be offered on a limited basis and granted to RN volunteers, and may include the following as strategies to reduce the impact on RN volunteers; Tuck in visits, reduced visit load the following day to complete charting, and other strategies recommended by the CCS department LMP committee.

#### K. Overtime Calculation:

1. Employees' work schedule shall 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 (1.5) the regular straight-time rate, including shift differential, if applicable.
2. Consecutive Day Premium and Overtime Rules:
  - a. Exemptions-overtime: Ill time, vacation, float holidays and funeral leave shall not be counted in the computation of overtime.
  - b. Exemptions-consecutive day pay: holidays taken, float holidays taken, ill time taken, education days, stand-by hours, vacation taken, flex days taken, and non-clinical time above coding will not be included in the compensation of consecutive day pay.



- c. For the purposes of this provision, the following will count in calculating consecutive days of work: all core shifts, all clinical time above coding, mandatory training events, nursing unit retreats, and bereavement leave.

3. 5/40 Schedule Public Health Nurses (PHN)

- a. Employees shall be paid at the rate of one and one-half (1.5) times the straight-time hourly rate, including any differential, for all hours compensated in excess of forty (40) hours within the workweek, and for all hours of work performed in excess of eight (8) hours in a workday (except as provided in Paragraph 1 of this section and in the next paragraph).
- b. All hours worked on the sixth (6<sup>th</sup>) consecutive day worked in the workweek shall be paid at the rate of one and one half (1.5) and all hours worked on the seventh (7<sup>th</sup>) consecutive day of work shall be paid at double time except when there is a change of schedule agreed upon between the employee and the Employer (i.e., trading of scheduled shifts). In all cases, however, overtime shall be paid for all hours worked in excess of forty (40) per workweek.

L. NIGHT SHIFT:

1. The CCS Department night call shift is used for Hospice and Home Infusion. It consists of a 15 hour period, from 1700 until 0800 Monday through Friday, and until 0830 Saturday, Sunday and holidays.
2. PHNs assigned to perform night call shift receive straight time pay for a guaranteed ten (10) hours.
3. If, based on patient call as and need for home visits, the PHN's actual work time exceeds ten (10) hours, the PHN is paid at a rate of time and one-half (1.5) regular rate of pay for the hours in excess of ten (10) hours.
4. This shift is exempt from the 12 Hour call back rule.
5. If the night shift individual calls in ill, the supervisor will ask for volunteers, and assign to a volunteer or any Home Health, Hospice or Home Infusion PHN, at the supervisor's discretion.

M. GUIDELINES FOR TIME OFF:

1. The total number of PHNs allowed off on any given day, for the purposes of granting requests for time off, is a formula of 1.25 PHNs off for every ten regular scheduled PHN positions. The formula for the maximum number of RN's allowed off in CCS department, for any given day, is 12.5% of productive FTE's from the prior 6 month period, with semi-annual adjustments made in January and July of each year. The number of RN's granted time off in each program will be based on the percentage of PHNs working under each program. The number of PHN's per program may exceed program maximum by 1 as long as the department total is not exceeded. Exceptions to this formula may be made with supervisory approval/discretion.

For example: Total department PHN FTE equals 64. Maximum PHN's granted time off =  $64 \times 12.5\% = 8$ . Hospice RN's are 50% of the RN's working in the department, so maximum Hospice PHNs granted time off would be 4-5. Home Health PHNs are 40% of the PHNs working in the department, so maximum Home Health PHNs granted time off would be 3-4. Home Infusion PHNs are 10% of the PHNs working in the department, so maximum Home Infusion PHNs granted time off would be 1-2.

2. Requests for vacation time off are to be submitted in writing to the Staffing Coordinator at least thirty (30) days in advance of the time requested. Final approval of all vacation requests will be by the immediate supervisor and based on the department's ability to meet patient care needs.
3. Requests are granted in order received up to the number allowed off based on the formula in A. When there is a tie between requests, the Staffing Coordinator will notify all PHNs involved so they can attempt to work out a solution to the conflict. If unresolved, the tie is broken based on seniority.
4. The PHN will be granted time off on holidays or weekends scheduled to work if s/he trades the holiday or weekend with another PHN and provides evidence of the agreed upon trade.
5. Rolling requirement that time off requests may be submitted no sooner than nine (9) months prior to the time off dates requested.
6. Vacation Requests for Peak Time – For the purpose of providing an equitable system of limited access to vacation days to assure adequate staffing during summer and peak vacation times.
  - a. Requests may be submitted nine months before the first day of the month of desired time off. Conflicts to be resolved by seniority. An employee may only request time off in each period once every other year.
  - b. Conflicts to be resolved by seniority.
  - c. Summer vacation period of June 1 to August 31, maximum allowed time off for all employees based upon coded hours multiplied by 1.5.
  - d. EXAMPLE: 80 hours = 15 days, 64 hours = 12 days and 20 hours = 7.5 days, based upon hours coded per pay period.
  - e. If all of the dates within the summer vacation period are not requested off six months prior to the first day of that month, then those dates may be requested by anyone using seniority without restrictions and counting into the above number.
  - f. Other peak request times: Thanksgiving week (Monday-Friday), Week before Christmas (until the 25<sup>th</sup>), Week after Christmas (12/26-1/1), Spring Break (Local Schools 3/1-4/30).
  - g. If all peak time is not requested by three months before the above dates it may be requested by anyone without restrictions based on Seniority. *EXAMPLE: An employee requests the Friday after Thanksgiving off this year (1999), s/he would be unable to request any time off during Thanksgiving week the next year (2000).*
7. Trading Weekends/Holidays: For the purpose of providing adequate PHN staffing of weekends/holidays and promoting flexibility and job satisfaction for the PHNs, trading weekends/holidays is an allowed part of the staffing system in Continuing Care Services. Trading of weekend/holiday between two PHNs is allowed under the following criteria:
  - a. Schedule neutral: Defined as a clean trade of one weekend/holiday for the other weekend/holiday between the two PHNs and does not drive overtime pay for either PHN.
  - b. Generally the two PHNs also trade each other's days off.
  - c. Home Health, Hospice and Home Infusion PHNs may trade weekends with each other as long as each weekend is staffed with minimum levels of each. Minimum levels may be established, evaluated or revised by the department Retention/Recruitment Committee.
  - d. PHNs may keep their own day off schedule providing the Supervisor approves that it would not adversely impact the ability to provide staffing necessary for quality patient

care.

- e. All requests are done in writing with the signatures of both PHNs on the request form. The form should identify the PHNs specialty area (Hospice and Infusion), and how days off are also being traded.
- f. Trade requests should routinely be submitted with a minimum one week advance notice to assure adequate communication of all parties and inclusion into the schedule worksheets.

8. PHNs must notify their immediate supervisor of elective surgeries and non-urgent health care appointments as far in advance as possible. The PHN and supervisor are encouraged to be flexible with dates of elective health care to mitigate detrimental effects on the employee or employer.

#### N. Guidelines for Ill Call

An ill PHN is responsible to notify the department no later than 0700 for the day shift, 1000 for the evening shift, and 1500 for the night shift. Notification can be accomplished by:

1. A telephone call/voicemail to the CCS department ill line voicemail for weekdays, day shift only.
2. A telephone call or direct contact to the supervisor is required for weekend days, holidays and any shift other than day shift.
3. PHNs are encouraged to include as part of the illness notification all, information concerning patient/caseload needs or issues.
4. The PHN's supervisor may contact the PHN following notification to discuss patient/caseload needs, visit requirements and probable return to work. Time spent in this activity is compensable in 15 minute increments and not subject to minimum reporting pay agreements.

#### O. PATIENT FUNERAL ATTENDANCE

1. Approval of PHN attendance at patient's funerals will be subject to ability of supervisor to schedule time off without disrupting workflow.
2. Time taken to attend patient's funerals will be unpaid leave time or vacation.

#### P. TRANSPORTATION

1. PHNs will have on-the-job transportation available at all times.
2. PHNs are expected to keep their vehicles in good safe working order, and suitable for inclement weather.
3. If the PHN's vehicle is having operating difficulties, the PHN is responsible to arrange for alternate transportation in a timely manner to provide assigned patient care.

#### Q. GEOGRAPHIC TERRITORIES FOR PHN'S

1. New employees are assigned to the geographic area and primary supervisor where the need exists.
2. In as much as possible, geographic team assignments are kept intact, so as to provide continuity for the patient and to allow for team building.
3. Geographic team boundaries may change periodically at the discretion of supervisors when caseload/staffing needs require adjustments so that services continue to be efficiently provided.

4. Open territories will be posted in the department newsletter. Additionally the Supervisor will do an all-RN voicemail at least 14 days prior to the territory being assigned. Newly hired PHNs may not be assigned a territory until the 14 day notification period has expired.
5. Transfer requests for team or territory assignment change are to be submitted to the employee's immediate supervisor in writing. Competing requests shall be decided by seniority.
6. The PHN may request a territory balancing meeting with the Supervisor, and at least two case managers from bordering territories, and a neutral CCS shop steward, when s/he determines a pattern of excessive overtime or outside referrals exists. The Supervisor will facilitate a meeting time and place and take part in the meeting. The participants will discuss all factors related to the territory assignment. If the participants cannot arrive at a consensus and present a written plan for balancing within one week of the meeting, the Supervisor and neutral shop steward may establish new territory boundaries based on issue resolution and quality patient care principles.
7. Supervisors may not change assigned territories among PHNs who will not voluntarily agree to the change, without convening a territory balancing meeting.

#### R. CASE MANAGER INPUT ON REFERRALS OUT

For the purpose of obtaining the most complete information about schedules, caseloads, acuity, and discharges, as well as giving the PHN a voice in the process, prior to the final decision to refer out a case in the case manager's territory to an outside Home Health, Hospice or Home Infusion Agency.

1. The practice of the Continuing Care Services Department will be to seek and utilize the input of the PHN case manager prior to referring a case in the PHN's territory to an outside Home Health, Hospice or Home Infusion Agency, whenever this is feasible.
2. Process:
  - a. Supervisor/Scheduler leaves an urgent voicemail message and page to voicemail.
  - b. Case manager listens to the message and contacts the Supervisor/ Scheduler as soon as possible should the PHN have some input into the decision to refer out.
  - c. Staff knowledge that would be helpful in making the referral out decision would be:
    - 1) anticipated discharges
    - 2) acuity
    - 3) geographic distribution of caseload
    - 4) ability to fit the evaluation into present schedule or to do it with additional hours/overtime
  - d. Supervisor decides status of referral based on:
    - 1) anticipated staffing factors
    - 2) overview of entire schedule
    - 3) billing status and cost factors
    - 4) case acuity
    - 5) input of PHN
  - e. If the case manager has issue/concern with decision, s/he should discuss it with the Supervisor.
3. The final decision rests with the Supervisor and is not subject to Article 26, Grievance, by the PHN.

## ARTICLE 11 - HOURS, OVERTIME AND SCHEDULES – OUTPATIENT

Note: Please refer to the National Agreement, Section 1.F.1 and 1.F.2 for additional language.

### A. DEFINITION

#### 1. Work day

Work day as pertained to in this section shall mean and consist of the twenty-four (24) hour period beginning at the time the employee commences work. 2. Workweek  
5/40, 4/40, 9/40

The workweek is defined as a seven (7) day period beginning at 0001 Sunday or the shift-changing hour nearest that time.

### B. CHANGES IN SCHEDULES/HOURS OF OPERATION

#### 1. Change in Schedules Within Current Hours of Operation

Regularly scheduled days on/off and start/stop times will be developed between managers and employees to the extent possible to achieve stability, and consistency among team members. When the Employer requires permanent changes to days on/off or start/stop times of two (2) hours or less to work groups or individual employees and when volunteers cannot be obtained, the least senior employee(s) in the nursing module(s)/department(s) shall accept the required change.

#### 2. Changes in schedules outside of the current hours of operation, evening scheduling, weekend scheduling or other scheduled segments may be required in the interest of patient access, quality health care or efficiency of operations.

If a need to change schedules outside of current hours of operation is identified, the agreed upon LMP entity and process will be utilized.

Labor and management will apply the decision-making language, as stated in the "Reaffirmation and Understandings" document (Pp. 14-16), with regard to changes in work schedules. If consensus cannot be reached, management retains the right to make and implement decisions regarding work schedules. The Union retains the right to respond.

### C. SCHEDULES

1. The Employer agrees to create and post full-time positions wherever possible. This is subject to efficient operations and recruitment conditions.
2. Coded employees will not be required to rotate shifts.
3. Work schedules at all facilities shall be posted a minimum of three (3) weeks in advance in a visible place of ready access to all departmental employees. After posting, there will be no changes in the schedule for regularly scheduled employees without mutual agreement. The schedule will be subject to location changes based upon operational necessity per Article 14.

Employees may arrange trades among themselves and submit changes to their supervisor for approval. Such trades will not result in overtime. Employee requests for trades will be approved or disapproved in a timely fashion and approval will not be unreasonably denied.

Employees' scheduled workday shall include rest periods, meal breaks and essential time to prepare for patient care or job responsibilities.

#### 4. Medical Offices

##### a. General

It is understood that RNs may be scheduled variable shifts between two and eight hours in length with the following understandings:

- 1) Assignment to a two (2) hour shift will be by mutual agreement or will be voluntary.
- 2) Assignment to a three (3) hour shift will be for an evening shift.
- 3) RNs will be kept within their biweekly coded hours.
- 4) Outpatient Nurses will be advised at least twenty-one (21) days in advance of their scheduled hours and days. Any changes in scheduled days off will be by mutual agreement between the employee and the supervisor.

##### b. 5/40

Employees typically will be scheduled for eight and one-half (8 - ½) hours, including the unpaid meal break, or in some cases four (4) hour segments between 8:00 a.m. and 6:00 p.m., Monday through Friday.

##### c. 9/40

All Registered Nurses assigned to work a 9/40 scheduling pattern agreed to do so as a result of the development of an alternative schedule according to the process described in this Article. This recognizes those currently occurring alternative schedules, however, future alternative schedules are subject to the same process as described in this Article.

##### d. 4/40

All Registered Nurses assigned to work within a 4/40 scheduling pattern agreed to do so as a result of the development of an alternative schedule according to the process provided for in this Article. This recognizes those currently occurring alternative schedules, however, future alternative schedules are subject to the same process as described in this Article.

#### 5. Urgency Care Clinic:

- a. Employees typically will be scheduled between the hours of 4:30 p.m. and 1:30 a.m. Monday through Friday, and between 8:30 a.m. and 10:30 p.m. on weekends and holidays. Specific allowances will be made for set-up and closedown on a selected basis. Weekend and holiday shifts normally will be ten and one-half (10-1/2) hours, including the unpaid meal break. This will not preclude use of other shift segments, in the interest of patient access, quality health care and efficiency of operation.
- b. Evening scheduling, weekend scheduling or other scheduled segments may be required in the interest of patient access, quality health care or efficiency of operations.
- c. In the event of shift or schedule changes from those above, the Employer will notify the Union and meet and confer with the Union with the intent of gaining mutual agreement. It is understood that where mutual agreement is not reached, the final right to establish shifts and schedules rests exclusively with the Employer. Changes will not be made to avoid application of the provisions of this Agreement.

#### 6. Pre-Scheduling Process

- a. Outpatient Nurses will be advised at least twenty-one (21) days in advance of their scheduled hours and days for the following week.

- b. Any changes in scheduled days off will be by the mutual agreement between the employee and the supervisor. Scheduled employees may trade work shifts with the concurrence of the supervisor. This exchange will not result in overtime

#### 7. Assignment of Pre-Scheduling Shifts

- a. Employees will be responsible for advising the Employer of their desire to work additional pre-scheduled hours beyond their coded hours. Such requests will be in writing prior to the posting of the next work schedule. b. Part-time and full-time employees who request such hours will be given first preference for such hours. The criteria in scheduling additional hours will be seniority (provided the employee has the required qualifications). Additional hours will not be assigned to an employee if it would constitute the working of overtime.
- c. Hours not assigned to coded employees in outpatient facilities shall be awarded to on-call employees on an equitable basis taking into consideration departmental needs, workload and the skills of the employees.

#### D. OUTPATIENT ON-CALL

1. The Employer will make every effort to assign work to on-call employees on an equitable basis according to the employee's availability, qualifications and departmental needs.
2. See Article 8 D for on-call availability requirements.
3. On-call employees will notify the Employer of their availability at least one (1) month in advance of the scheduling posting.
4. Zero coded hour on-call staff must maintain their availability up to seven (7) days before the schedule begins.

#### E. OUTPATIENT CODED FLOAT EMPLOYEES

1. Coded floats will be scheduled to fill spots not filled by the regular employees who have permanent work assignments. They will be scheduled before on-call and casuals.
2. Coded floats must be available to work dependent on different levels of coding.  
Coded floats will be pre-scheduled based on coded hours. Requests for time off will be submitted according to outpatient rules for time off.
3. Current float employees who were hired to work at a single worksite will not be required to work at multiple worksites unless mutually agreed upon by both parties.

#### F. OUTPATIENT CASUAL EMPLOYEES

1. Casual employees will be scheduled for work after all other on-call employee availabilities have been met.
2. The use of casual employees will not take away management's obligation to cross train other employees.

3. Casual on-call employees in the medical offices will be available to work twelve (12) shifts per year to remain in an employed status. Exceptions to these minimums may be mutually agreed upon by the Medical Office Administrator with a steward from the Union to recognize the unique needs of a facility.
4. Casual positions must be added through postings.

#### G. POSTING SCHEDULES

Schedules will be posted in a central location in each facility. Employees may call the Employer to request information regarding their schedule.

#### H. OUTPATIENT STAFFING RULES FOR TIME OFF

In order to provide an equitable and orderly process for handling outpatient time off requests, while maintaining adequate staffing levels for medical office operations, the following rules will be followed:

1. Baseline staffing levels will be established to meet known patient demand. Baseline Staffing levels will be developed by each Outpatient Module/Department within the Medical Office, with final approval resting with management. Time off will be approved when staffing is assured at the module and facility level.
2. On-call employees will submit a one month availability to the staffing clerk for the following months by the first (1st) of the previous month.
3. Requests will be granted according to the date submitted on a first-come first-serve basis. The principle of seniority will prevail if two (2) or more employees' requests are received on the same day.
4. Request for time off may be submitted on the first (1st) of each month for the same month in the following year.
5. A system in each building will be devised so that staff may review time off that has been granted in their building.
6. Prime Time Requested Time Off

Every other year rotation will be effective 1/1/95.

- a. Holiday Prime Time to Consist of the Following Dates:

December 22-26  
December 27 - January 5  
Day before and after Thanksgiving  
School recognized holidays (Martin Luther King, Veterans and President's day).  
Labor Day  
Memorial Day

- b. Other Prime Time

Spring Break  
July 4  
August

Reasonable attempts will be made to honor all prime time requests. Staff who have had 5 or more prime time days off in the previous year, will not be considered for the same time off the following year, unless the time is available within three (3) months prior to the requested time off.



7. For the purpose of receiving a timely vacation request response, pre-scheduled replacement may occur more than thirty (30) days in advance.
8. Response for time off requests will be within ten (10) working days.
9. If an employee feels that a denied request should be reconsidered because of special circumstances, it may be resubmitted. Within five (5) working days the Patient Care Manager (PCM) will follow-up with the work group and replacement staff to discuss alternatives. Alternatives that do not drive overtime or short staffing will be considered.

## I. OVERTIME

1. There shall be no duplication of overtime pay under this or any other provision of this Agreement.
2. Assignment of Overtime Hours
  - a. 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 employees on a voluntary basis.
  - b. Prior approval by the appropriate department head is required in all cases where work is to be performed on an overtime basis. If an employee who works a double shift requests the following workday off, the Employer will make every effort to grant the request when it determines that staffing requirements permit.
  - c. Employees will be required to work emergency overtime on a regularly scheduled day off only in cases of unforeseen emergent circumstances and only when all other staffing alternatives have been employed without success and are documented, including outside agency personnel. In the event no one is available, only the immediate supervisor can require the least senior, qualified employee to work emergency overtime and only for the time necessary to meet the emergency.
  - d. At worksites where required overtime is identified as a chronic problem, the Employer and the Union will review the staffing patterns and the Employer will take reasonable measures to minimize the use of required overtime. This may include the recruitment and/or training of adequate staff.
3. Voluntary Additional Hours
  - a. Straight Time

When extra shifts or hours above coding become available, they will be offered to employees, by seniority according to an availability list submitted by employees desiring additional hours above coding. Shifts or hours will first be given to employees at the worksite or in the work group where the additional hours are available. After hours have been offered to regularly scheduled employees, additional remaining hours will then be offered to available on-call employees in an equitable fashion at the worksite. Any remaining hours will then be offered to qualified and oriented employees in the same job title who are from other worksites. After all employees on the availability list have been scheduled for straight time hours, any remaining hours will be offered at overtime.
  - b. Overtime
    - 1) All available overtime hours will be offered to employees on a voluntary basis.
    - 2) Employees regularly scheduled to work thirty-six (36) or more hours per week who are called in to work on a regularly scheduled day off shall be paid at the rate of one and one-half (1-1/2) their regular rate of pay for work performed on such days

except when there is a schedule change agreed upon between the employee and the Employer or if the employee is absent on a regularly scheduled day, and such absence does not qualify as hours worked under another provision of this Agreement.

#### 4. Overtime Calculations

##### General:

Employees' work schedule shall 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 regular straight-time rate, including shift differential, if applicable. Ill time, vacation, float holidays and funeral leave shall not be counted in the computation of overtime. Holidays taken, float holidays taken, ill time taken, education days, stand-by hours, vacation taken, flex days taken, and non-clinical time above coding will not be included in the calculation of consecutive day pay. The following will count in calculating consecutive days of work: all core shifts, all clinical time above coding, mandatory training events, nursing unit retreats, and bereavement leave.

##### a. 5/40 Employees

Employees shall be paid at the rate of one and one-half (1-1/2) the straighttime hourly rate, including any differential, for all hours worked in excess of forty (40) hours within the workweek, and for all hours of work performed in excess of eight (8) hours in a workday. All hours worked on the sixth (6th) consecutive day worked in the workweek shall be paid at the rate of one and one-half (1-1/2) and all hours worked on the seventh (7th) consecutive day of work shall be paid at double time except when there is a change of schedule agreed upon between the employee and the Employer (i.e.; trading of scheduled shifts). In all cases, however, overtime shall be paid for all hours worked in excess of forty (40) per workweek.

##### b. 9/40 Employees

All Registered Nurses will be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of nine (9) in a workday, for all hours worked in excess of eighty (80) in a fourteen (14) day pay period, and on their sixth (6th) consecutive day of work. They shall be paid double their regular rate of pay on their seventh (7th) consecutive day of work.

##### c. 4/40 Employees

All Registered Nurses shall be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) in a workday and on their fifth (5th) consecutive day of work. They shall be paid double their regular rate of pay on their sixth (6th) consecutive day of work.

## **ARTICLE 12 - TEAM LEADER-OUTPATIENT/CHARGE NURSE-INPATIENT**

### **A. TEAM LEADER-OUTPATIENT**

Preamble: A Team Leader is a Registered Nurse who has assigned leadership responsibilities within a defined work group. In partnership with lead physicians under the direct and indirect supervision of an exempt manager, the Team Leader engages in the following representative activities to continuously improve member care:

- Managing and facilitating work flow.
- Problem solving and assisting in resolution of member care issues.
- Managing staffing and scheduling issues within approved team staffing rules.

- Participates in staff training and orientation, mentoring and coaching up to but not including formal disciplinary actions.
- Provides input upon request for personnel evaluations.
- Participates in evaluation of team performance in meeting member needs.

1. Hiring and Selection and Posting of Team Leader Position

- a. In the event of a vacancy of a Team Leader position, the manager will determine its continued need. If validated, it will be posted according to Article 14. Refer to Article 11.C. Team Leader and Charge Nurses Selection.
- b. In the event that situations arise occasionally in which the Team Lead/Charge Nurse wishes to resign or is asked to resign from this position, the employee, supervisor, and other pertinent parties (e.g. HR, Steward) will meet to assess the situation and evaluate non-punitive options including a transition of position (without loss of seniority).

Options should include an assessment of whether other qualified applicants exist within the workgroup with interest in applying for and switching positions.

2. Work Space

It is recognized that Team Leaders are primarily involved within the physical setting of the module.

With this understanding, every effort will be made to assure a specific, consistent and HIPAA compliant workspace with phone, computer and locking file access. Local PIA Teams will assess space availability and determine solutions to identified problems.

If the local PIA Team is unable to come to agreement, the issue will be escalated to Service Area PIA's (Partnership In Action teams).

3. Use of Electronic System

As office automation capacity is improved, team leaders will be offered access to e-mail and CIS accounts. This will be approved by the facility manager and accommodated in priority order as determined by the division manager. The status of the priorities and where the Team Leaders are in line will be communicated to them.

4. Administrative Allotment

The team leader will be allotted a minimum of 8 hours per week to perform administrative duties as determined by the needs of his/her team and Manager. Additional hours may be mutually agreed upon by the team leader and Manager.

5. Work Group Team Meetings

To facilitate work group function and improved member services, team meetings will be scheduled a minimum of once per month.

6. Education

Opportunities to assist the Team Leader in her/his role will be offered to the team leader and will be compensated. When the manager formally requests the Team Leader to attend a development opportunity, registration and appropriate paid time will be approved.

7. Resolution of Issues

The Union and Employer strongly support problem identification and resolution at the lowest level possible based on the issue. See workload dispute resolution process for further alternatives.

## 8. Reduction Team Leaders

Team Leaders will not be floated out of the outpatient nursing module/department unless voluntarily. Team Leaders will be subject to permanent reductions according to Article 14.

## 9. Meetings with Peers

The Employer supports service area (East, West, Washington) wide team leader meetings biannually and regionwide team leader meetings annually. Agendas will be co-developed by Team Leaders, PCMs and Managers Medical Offices (MMOs).

Monthly team leader meetings at the facility level will continue to the extent they are current practice. It is suggested that these include both MMOs and PCMs.

## B. CHARGE NURSE - INPATIENT

### IMPLEMENTATION OF THE CHARGE NURSE ROLE

1. On a unit by unit basis, the Employer may elect to implement a Charge Nurse position in order to improve quality of patient care; patient satisfaction; recruitment and retention; monitor and maintain cost-effectiveness; and the attainment of regulatory requirements.
2. The charge nurse will have a clearly defined job description/set of responsibilities primarily consisting of direct patient care and also including:
  - a. Liaison to physician/HAS,
  - b. Delegation of patient care assignments,
  - c. Facilitate communication within the work group, and
  - d. Facilitate admissions and discharges to and from the unit.
3. The implementation of the charge nurse role will have minimal impact on Registered Nurse workload.

The effectiveness of this role will be designed as part of the implementation plan to assure that the role is successful and meets the above responsibility.
4. The provisions of the above are not subject to the grievance and arbitration procedure.
5. Charge nurses will not be floated out of their unit/department unless voluntarily, however charge nurses will be subject to permanent reductions according to Article 13.
6. In the event of a permanent reduction, a charge nurse shall have the choice of bumping into either another charge nurse position or regular Registered Nurse positions according to Article 13.

## C. TEAM LEADER AND CHARGE NURSE SELECTION

The following process will be used when selecting a Team Leader or Charge Nurse:

### 1. Notice of Resignation

Management and Union Representatives will jointly develop a resignation form, which will be distributed to union office and manager.

### 2. Selection of Interview Team

An interview team will be selected when notification of the pending vacancy has been received.

- a. The Manager and an OFNHP Union Representative will take the lead to assemble the Team.

- b. The selection/interview team will be a multi-disciplinary team. The Team will include:
  - 1). At least one RN. This RN should be either a team member or a Team Leader/Charge Nurse.
  - 2). Manager of the respective department/unit.
  - 3). Other members of the selection team may include a physician, members of the work team or other staff members.
- 3. Training of Interview Team
  - a. In each CN/TL selection process, training will occur prior to interviewing.
  - b. Labor and management will put together an interview training module that will be acceptable to both and will expedite the interview process.
- 4. Job Posting

Before posting the position, the Manager and an OFN RN Representative will meet to review/customize the job qualifications/postings if necessary.
- 5. Application and Resume Review

Selection team will review complete applications and determine by consensus which candidates will not be interviewed (a complete application should include resume.
- 6. Interviews

The Interview Team will conduct interviews and make the hiring decision by consensus (pending screening for drugs, references, etc.). Hiring decisions will be made using the following guidelines to assist in the selection:

  - a. Previous work experience,
  - b. Potential leadership abilities, and
  - c. Education and credentials.
  - d. Seniority will be considered.

If no consensus is reached:

  - The Interview Team will continue the recruitment process,
  - The Interview Team has the option of requesting a facilitator.
  - Management can select (appoint or post) a temporary replacement. The unsuccessful candidates will not fill the temporary position. If possible, this replacement should be an OFN RN.
- 7. Selection Announcement

When selection is decided, there will be a joint announcement to the work group by the Interview Team.

#### D. ROLE AND PREPARATION OF TEAM LEADER/CHARGE RN

For outpatient, the Straw Design developed during negotiations will be communicated to and nurtured by the ANLG. For inpatient and Call Center, the Straw Design developed during negotiations will go to the Practice Council.

## E. TEMPORARY REPLACEMENT OF TEAM LEADER/CHARGE NURSE

When RN TL/CN is replaced for a full shift or more, the replacement RN shall receive the RN TL/CN differential.

## ARTICLE 13 – COMPENSATION

Note: Please refer to the National Agreement, Section 2.A.

### A. SEE WAGE SCALE IN APPENDIX A

### B. TEAM

Registered Nurses will participate in the Employer's variable compensation program, TEAM. As outlined in the Program, the annual earned payout for TEAM occurs in February or March following the calendar year of the Program. It is understood that the Employer may modify the TEAM Program to better align it with the Organizational Mission, Goals, and Objectives, and will set annual targets. The Union may participate in any modifications of TEAM through the Employer's Human Resources and Personnel Practices Committee.

### C. CREDIT FOR PREVIOUS EXPERIENCE

Newly employed Registered Nurses shall receive credit for prior Registered Nurse experience acquired in acute care hospitals or other facilities acceptable to the Employer. One (1) year credit shall be granted for every one (1) year of previous acceptable experience in a position in which the Nurse was employed on a regular basis of at least twenty (20) hours per week. Credit for prior acceptable employment of less than twenty (20) hours per week shall be prorated on the basis of one (1) year's credit for every three (3) year's experience. See Appendix A, Wage Schedule Differentials. Credit for experience shall commence on the date satisfactory proof of such prior experience is provided by the Nurse.

Tenure credit for previous experience which does not conform to the above provisions shall be discussed at the request of the Union and the parties shall strive to determine a fair application of the principle of tenure credit for previous experience on a case-by-case basis.

### D. TENURE INCREASES

#### 1. REGULAR NURSES

Upon completion of each twelve (12) months of continuous employment in each classification covered under this Agreement, the Nurse shall receive the appropriate tenure increase in accordance with the established wage schedule.

#### 2. SHORT-HOUR AND ON-CALL NURSES

Short-hour Nurses shall be eligible for progression to the next tenure step upon each

Nurse's annual anniversary date provided that she/he has accumulated at least one thousand (1,000) hours of work. In the case where a Nurse has not worked at least one thousand (1,000) hours during any anniversary year, progression to the next tenure step shall occur upon accumulation of one thousand (1,000) hours and a new tenure eligibility date shall be established. No Nurse shall advance more than one (1) tenure step during any anniversary year.

### 3. GRADUATE NURSES

Time spent by a Nurse in the category of Graduate Nurse shall be counted as part of the period of continuous employment required for the tenure increase to the next step of the Registered Nurse scale as provided for in this section.

### 4. EFFECTIVE DATE

All tenure increases shall become effective at the beginning of the first (1st) full payroll period nearest the employee's tenure increases eligibility date.

## E. STANDBY PAY (see also Article 10, Section J)

The following shall apply to Registered Nurses who are scheduled for standby off the Employer's premises:

1. Employees on standby duty on days other than a recognized holiday shall be compensated at the rate of \$2.75 per hour. Pay for standby duty on a recognized holiday shall be \$6.88 per hour. There will be no deduction of the stand-by pay for hours worked and the applicable shift differential shall be paid.
2. Employees on standby duty who are called in to work on other than a recognized holiday shall be paid for the time worked at one and one-half (1-1/2) their basic straight-time hourly rate. Employees on standby status who are called in to work on a recognized holiday shall be paid for the time worked at two and one-half (2- 1/2) their basic straight-time hourly rate.
3. Employees on standby duty shall be guaranteed a minimum of three (3) hours work or pay for the first (1st) time such employee is required to report to work in any twenty-four (24) hour period. Such employees shall be granted a minimum of three (3) hours work or pay for the second, and subsequent times, such employee is required to work in the same twenty-four (24) hour period. An employee's paid hours shall not exceed the number of scheduled standby hours.  
A RN may have twelve (12) hours off between the time s/he completes a standby assignment and the time s/he reports to a regularly scheduled shift. If there are four (4) or less hours remaining in the shift, the employee is not required to report for that shift and hours not worked during the regularly scheduled shift will not be paid.
4. SECOND TEAM—SEE ARTICLE 10, SECTION J.2.h.

## F. SHIFT DIFFERENTIAL

### 1. 7/70 SCHEDULE EMPLOYEES

Evening and night shift employees who work a shift commencing at or after 12:45 p.m. and prior to 6:00 a.m. shall be eligible for a shift differential payment.

### 2. NON 7/70 SCHEDULE EMPLOYEES

Differential Rates: Employees eligible for an evening shift differential shall receive a shift differential for all hours paid.

Shift Differential Schedules: for the purposes of determining shift differential pay the following shall be the recognized shifts:

Day Shift: 0700-1500

Evening Shift: 1500-2300

Night Shift: 2300-0700

Shift differential for employees will be in effect if a majority of hours of an employee's shift falls within the standard shift time, in which case the appropriate shift differential will be paid for the entire shift. If the hours worked fall equally between the two shifts, the employee will be paid at the higher differential.

3. SHIFT DIFFERENTIAL RATES – SEE APPENDIX A
4. GENERAL

Applicable shift differential pay shall be included in vacation, sick leave, funeral leave, holiday pay and overtime hours worked.

#### G. TRAVEL REIMBURSEMENT

Employees who are authorized by the Employer to travel from place to place during the workday in order to perform work assigned by the Employer shall be compensated for necessary expenses incurred in connection with such travel as follows:

1. Actual expenses when public transportation facilities are used.
2. Employees who are required by the Employer to use their own automobiles in the course of their employment and for the business of the Employer shall be compensated therefore at the mileage reimbursement rate established on an organizational basis for such business.
3. If an employee is assigned to a second (2nd) location after reporting to work or if an employee is assigned to a location other than their regular location, mileage will be reimbursed to the extent it exceeds the distance that would otherwise have been traveled on that day. Time spent traveling to a second (2nd) location after the start of the workday at the Employer's request will be considered as hours worked.

#### H. REPORTING PAY

1. Employees who are requested to report for work, or who are scheduled to work and are permitted to come to work without receiving prior notice that no work is available, shall be paid at their regular rate for one-half (1/2) the number of hours they would otherwise have been scheduled to work. Such employees may be assigned to any work for which they are qualified in lieu of being released. Employees who refuse the alternate assignment shall not be eligible for reporting pay.
2. Regularly scheduled employees called to work on what would otherwise have been a regularly scheduled day off, who do not receive at least one (1) hour notice before the start of the required shift, shall be paid for the hours of work actually performed plus one (1) hour at the straight-time rate, but shall be paid not less than four (4) hours nor more than eight (8) hours pay in any one (1) shift (not less than five [5] hours pay or more than ten [10] hours pay for 7/70 employees).

The provisions of this Article shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the employee not to report for work at least two (2) hours before their scheduled starting time. It shall be the responsibility of employees to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from the requirements of this Article.

3. Inpatient employees who are called back to work to "special" a patient and who find that "special" assignment unavailable upon arrival at work, shall be released from duty and shall be paid at their regular rate of pay for two (2) hours. Hours paid but not worked in accordance with the provisions of this Article shall not count toward overtime eligibility.



## I. REST AND MEAL PERIODS

Employees are entitled to take rest periods daily, which insofar as practicable as determined by the Employer shall be in the middle of each work period.

Departments will be staffed appropriately to provide for RN breaks and lunches.

No wage deduction shall be made for such rest periods. Rest periods for employees working an eight (8) hour shift shall be computed on the basis of fifteen (15) minutes during each half (1/2) of their work shift. Rest periods for employees working a nine (9) or ten (10) hour shift shall be computed on the basis of twenty (20) minutes during each half (1/2) of their work shift. An employee working a twelve (12) hour shift shall be allowed three (3) rest periods of fifteen (15) minutes each. Employees working four (4) hours in a workday shall receive one (1) fifteen (15) minute rest period during such work period. Employees are required to remain in the facility during rest periods. Rest periods may be combined or added to a scheduled meal period in the event that workload or scheduling conflicts prevent an employee from taking her/his rest period as provided for in the preceding paragraph. Such variations shall be arranged between the employee, the work group and her/his supervisor.

Employees scheduled to work more than five (5) hours per day shall be entitled to a thirty (30) minute duty-free meal period at, as near as practical, the middle of the workday. Employees at the Sunnyside Medical Center who leave the hospital premises during meal periods shall notify their supervisor and may be required to sign in and out. Except as provided below, meal periods shall be on an unpaid basis. In the event an employee is required by the Employer to return to work or to standby for work during a scheduled meal period, the scheduled meal period shall count as hours worked in computing daily overtime eligibility.

## J. MEETINGS

Employees who are required by the Employer to attend classes or meetings on their off duty time shall be paid at their regular straight-time rate of pay with a minimum guarantee of one (1) hours pay. The Employer will make every effort to schedule usual routine business meetings during work hours. The Employer agrees to schedule no more than one mandatory meeting per month during customary rest and meal periods.

If the class or meeting is attended for at least four (4) hours and begins after noon shift differential shall apply. These hours shall be used in determining eligibility for overtime payments.

## K. REIMBURSEMENT FOR EMPLOYEE TELEPHONE EXPENSES – CONTINUING CARE SERVICES DEPARTMENT

For the purposes of reimbursement of Public Health Nurses (PHN) for valid business related telephone expenses and providing a cap to keep control on the total cost to Kaiser Permanente. It is also recognized that the importance of communicating verbal orders from doctors to a workforce as mobile as PHNs.

1. PHNs are encouraged to use alternative “land lines” whenever feasible rather than cellular phones, with consideration given to patient confidentiality.
2. PHNs are encouraged to use their Kaiser Permanente issued calling cards whenever feasible for all long distance calls.
3. PHN pay phone and long distance expenses are reimbursed on a cost basis independent of the cellular phone reimbursement cap.

4. PHNs will submit their telephone expenses on a monthly basis in conjunction with the submission of mileage reimbursement documentation. PHNs must request of their cellular provider and submit photocopies of itemized bills, indicating which calls were business related.
5. There is a \$70 per employee per month reimbursement cap on business related cellular telephone expenses for all PHNs, Home Health, Hospice and Home Infusion. When the cap is applied, there is no additional reimbursement for taxes and fees identified on the submitted cellular telephone bill.
6. PHNs are encouraged to examine various cellular phone plans to find the plan that is the most economical.
7. The CCS department LMP Committee will review cell phone reimbursement policies by 3/1/06 and make adjustments during the duration of this contact.

**L. COMPENSATION – MILEAGE REIMBURSEMENT – CONTINUING CARE SERVICES DEPARTMENT**

For the purpose of reimbursement of PHNs for work related (not commute) mileage incurred in the operation of their personal vehicles, and to reimburse the PHN consistent with the IRS Guidelines for “Non-Home Based” employees. See Regional Standard Procedure 70-A.

1. Reimbursable mileage includes:
  - a. All work-related mileage from the first work location of the day (first patient or KP facility) to the last work location of the day (last patient or KP facility).
  - b. The PHN is reimbursed for one way commute mileage in excess of 30 miles.
  - c. All miles that are “to and from” an after hours call visit (Hospice and Home Infusion) when the PHN has already worked a regular shift that day.
2. Reimbursement rate
 

The standard mileage reimbursement rate set by the Internal Revenue Service will be the rate of reimbursement for PHNs for all work-related mileage. This rate is updated annually by the IRS.

**ARTICLE 14 - SENIORITY**

**A. SENIORITY DEFINITIONS**

1. Bargaining Unit seniority is defined as the total number of cumulative compensable hours with a cap of 1664 hours per year worked from most recent hire date into the Bargaining Unit as specified in Article 2 of this Agreement. Once entered in the Bargaining Unit compensable hours will be counted for all classifications worked.
 

The Employer and the Union agree to continue an hours based seniority system provided that an acceptable methodology can be worked out. If not, seniority will be based on date of hire. Hours reported for the pension trust would henceforth be used for seniority.
2. These lists below shall be used for a six (6) month period until a new list is published. Seniority shall not apply during an employee’s probationary period, the employee will be credited with seniority in accordance with the foregoing provisions.
3. Seniority shall accrue during industrial, medical, military, family and Union leaves. During the employee’s leave their coding shall be used to determine hours for the purpose of seniority accrual.

4. OFNHP will provide the Employer with a list of accrued seniority hours to be added to compensable hours by June 1 and December 1 of each year. The Employer will include the above seniority hours in the calculation of total hours worked. The Employer will publish updated accurate seniority lists every January and July, and provide them to the Union office and each manager and Union steward. One list shall include the employee's location, coding and BAH. The other list shall be arranged in order of highest seniority to the lowest.
5. Current seniority lists will be kept on the KPNW Human Resources Intranet Webpage.

## B. IMPLEMENTATION PROCEDURE

1. By July 1, 1994 recalculated seniority lists based on total hours worked from the most recent hire date in the Bargaining Unit with a cap of 2080 hours, shall be provided to OFNHP. Each Registered Nurse shall receive her/his seniority information along with hire date into the Bargaining Unit. Employees shall have any challenges with appropriate documentation and rationale, submitted by November 1, 1994 to the Employer. By December 1, 1994 the Union shall provide the Employer with an updated list of credited hours for leaves. The Employer will publish the corrected list as described above by January 1, 1995. This shall be a non-contestable base of seniority hours that can be cumulatively added to every six (6) months as described above. Any further challenges to the seniority list shall be based on the accrual of hours worked after January 1, 1995 and must be challenged within five (5) months following publication of the list.
2. Patient Care Areas
  - a. The following represents the patient care areas at Sunnyside Medical Center. They shall be used when determining seniority for temporary reductions, and midshift reductions:
    - 1) Intensive Care Unit/Critical Care Unit
    - 2) 1 South
    - 3) 1 North
    - 4) Surgical - 2 North
    - 5) Medical - 3 North
    - 6) 1 Northwest
    - 7) Operating Room
    - 8) Surgical Preparation Unit
    - 9) Post Anesthesia Care Unit (PACU)
    - 10) Emergency Department
    - 11) Mother – Baby/GYN (2-South)
    - 12) Labor and Delivery
    - 13) Special Care Nursery
    - 14) Ambulatory Care Unit
    - 15) I.V. Team
    - 16) 3 South
  - b. In the event the Employer creates or modifies any patient care area the Union will be notified.

### 3. Clinical Arenas

In cases of a permanent reduction in force or reduction of hours the patient care areas will be grouped as follows for the purpose of determining seniority:

- a) Medical/Surgical - 2N, 3N, 1NW, 3S
- b) Maternal/Child - Family Nursing, Special Care Nursery, Labor and Delivery
- c) Critical Care - Intensive Care Unit, Progressive Care Unit, 1 North, Emergency Department.
- d) Surgical Services - Operating Room, Post- Anesthesia Care Unit, Surgical Prep Unit.

4. Volunteer - a volunteer is defined as an employee who indicates her/his willingness to reduce hours to a supervisor or staffing office.

### C. VACANCIES

It is the intent of the parties that seniority of eligible employees be a primary factor in filling open jobs. In cases of job bidding, providing that performance, experience and qualifications are approximately equal, and providing that the Bargaining Unit applicants are qualified to perform the work required, the principle of seniority shall govern.

If two (2) or more Bargaining Unit applicants are qualified for the position and have the same seniority, seniority as a Registered Nurse with the Employer at any of its' facilities in the Northwest Region shall be determinative. If the above is not sufficient to resolve a seniority question, the parties shall mutually agree on a solution.

Current qualified KPNW employees with good work and attendance records and positive evaluations who apply for new graduate positions will be hired over external applicants.

All job vacancies covered by this Agreement shall be posted on a regularly designated bulletin board within the facility. Such job postings will include qualifications for the job and cross-training opportunities if available. Positions will be posted on Fridays, and will be posted for a minimum of seven (7) days.

Bargaining Unit employees requesting a transfer in accordance with the provisions of this Article shall be given preferential consideration over outside applicants or employees not in the Bargaining Unit, provided they possess the necessary qualifications for the job and provided that other applicants are not more qualified.

In cases where additional hours become coded, but do not in themselves constitute an available position, such additional hours will be posted within the department or patient care area and part-time employees who are qualified to do the work in the affected unit and shift may apply for the posted hours. These hours will be awarded to a department employee in accordance with the provisions of this Article provided the change will fit the department scheduling needs. Twice each year, on or about January 1 and July 1, the Employer will review the BAH of each outpatient Registered Nurse coded to work at least twenty (20) hours per week.

If a Registered Nurse's BAH exceeds the Registered Nurse's coded hours by twenty percent (20%) or more and if such a pattern is likely to continue, the Employer will recode the Registered Nurse. The Employer will be responsible for communicating to the Registered Nurse and the Union the determinations that have been made.

Posted temporary jobs may be filled with the most senior, qualified applicant without recourse to the usual interviewing and selection process.

All opportunities for employees to cross-train for jobs covered by this Agreement but do not constitute a job vacancy shall be posted within the outpatient facility on a regular designated bulletin board.

If employer wants to require a BSN, for any RN bargaining unit position, they will meet and confer with OFNHP Leadership and follow the LMP process to reach agreement, using the far right of the decision making continuum, e.g., consensus as contained in “Reaffirmation and Understandings” document (Pages 14 - 16).

#### D. LAYOFF

##### 1. Temporary Reduction

- a. Temporary reduction is defined as a reduction of hours not to exceed thirty (30) calendar days. Such reduction shall take place by reverse Bargaining Unit seniority provided the remaining employees are qualified to immediately perform the required work as determined by the Employer.
- b. Outpatient Short-Term Cancellation Outpatient RNs will not be subject to short-term reduction.
- c. Inpatient Surgical Services
  - 1) Overtime in the affected inpatient area.
  - 2) Volunteers in the affected inpatient area.
  - 3) External temporary employees (see Article 8).
  - 4) On-call in the affected inpatient arena.
  - 5) Short hour employees in the affected inpatient arena.
  - 6) Part-time employees with no permanent work assignment in the affected inpatient arena.
  - 7) Any employee filling a temporary position in the affected inpatient nursing unit/shift.
  - 8) Regular employees with permanent work assignments in the affected inpatient unit/shift by seniority.
- d. Inpatient (7/70) and Non-Surgical Units. Full-time inpatient 7/70 float staff will be assigned a home unit for purposes of short-term reductions.
  - 1) Overtime in the affected area.
  - 2) Volunteers in the affected area.
  - 3) Non-union temporary employees (Article 8).
  - 4) Employees in the arena not pre-scheduled according to Article 10.
  - 5) On-call with zero-coded hours in the affected arena.
  - 6) Short-hour employees in the affected arena. This will include short shift employees coded less than twenty (20) hours per week.
  - 7) Regular float employees coded twenty (20) or more hours per week in affected arena that are pre-scheduled according to Article 10.
  - 8) Regular employees with a permanent work assignment coded 20-34 hours per week in the affected unit and shift.
  - 9) Regular employees with a permanent work assignment coded 35 hours or more per week in the affected unit and shift. This shall include any Nurse floated to that unit, 7/70 float who is home based in that unit, or any temporary employee. (See Article 8).

- 10) Acuity Nurse. This will include the Registered Nurse who is assigned to cover the area or hospital to respond to changes, but has no permanent assignment.
  - e. For all areas working 12 hour shifts (i.e. Labor & Delivery, Nursery, Mother-Baby/GYN and Oncology), reductions will occur in the following order:
    - 1) Overtime in the affected inpatient area
    - 2) Volunteers in the affected inpatient area
    - 3) External temporary employees (see Article 8)
    - 4) Employees in the area not pre-scheduled according to Article 10.
    - 5) On-call with zero coded hours in the affected inpatient arena
    - 6) Short-hour employees in the affected inpatient arena (greater than 0 coded, but less than 20 coded hours)
    - 7) Regular employees coded 20 hours with no permanent assignment in the affected inpatient area
    - 8) Regular employees with 20 coded hours (and above) with permanent work assignment in the affected inpatient unit and shift by seniority. This includes a union employee filling a temporary position (see Article 8).
  - f. If a patient care area or facility is completely closed for two (2) to five (5) days, employees will not incur a loss of income, provided employees are willing to be reassigned during this time period.
2. Permanent Reduction
- a. Permanent reduction shall be defined as a reduction of hours, reduction in force, or the elimination of an employee's position in excess of thirty (30) days. When the Employer determines that a reduction in hours or position is necessary, the decision will be made and communicated to the Union through a notice of intent in writing, a minimum of sixty (60) days prior to implementation. This notice shall include the number and description of the affected positions and the reasons for the reduction. The parties shall meet, if the Union so requests, to discuss the reduction and explore alternatives, including a work share agreement to be mutually agreed upon by the employees in the affected patient care area or outpatient facility. However, the Employer retains the final right to determine the nature of the layoff.
  - b. Permanent reduction in positions or hours shall take place by reverse Bargaining Unit seniority by inpatient patient care area or outpatient module/work group provided that the employees remaining have the ability to perform the work required with up to a maximum of one hundred and sixty (160) hours of orientation.
  - c. Such permanent reduction shall take place in the following order:
    - 1) Overtime
    - 2) Volunteers
    - 3) Non-union temporary employees (see Article 8)
    - 4) Hours above coding
    - 5) On call employees
    - 6) Short hour employees
    - 7) Any employee filling a temporary regular position (they will be returned to their original position)
    - 8) Regular employees

- d. The affected employees shall be given at least thirty (30) days notice of layoff, or compensation at the regular rate of pay to the extent that such notice is deficient.

- e. Inpatient Bumping Rights

Employees affected by permanent reduction in positions or hours (an employee who has been laid off in accordance with the preceding provisions) may request in writing and receive transfer to one (1) of the ten (10) least senior comparable positions in the Bargaining Unit for which she/he is qualified, or any open positions in the region. If there is no employee who is less senior than the laid off employee working in a comparable position, the laid off employee will have the option to bump the least senior position in the Bargaining Unit that is closest to their own coded hours, regardless of shift or location.

Permanent reduction - Specific provision directly related to patient placement at S.W. Washington Medical Center or other Clark County alliance.

An inpatient employee who is bumped by an employee who has been laid off as described above shall have the right to bump the least senior employee within their arena whose job s/he can perform.

The Union shall provide primary technical assistance to the implementation of this article up to and including staff wages. Management will partner with the Union in the execution of the layoff and subsequent bumping.

- f. Outpatient Bumping Rights

An RN whose position is eliminated or whose hours are reduced may request in writing and receive transfer to one (1) of the fifteen (15) least senior comparable positions in the bargaining unit for which s/he is qualified, or any open positions in the Region. If there is no employee who is less senior than the laid off employee working in a comparable position, the laid off employee will have the option to bump the least senior position in the Bargaining Unit that is the closest to their own coded hours, regardless of shift or location.

- g. Employees who exercise seniority and receive transfer to a different patient care area or facility shall receive an orientation that is comparable to other employees who are hired into the patient care area or facility, and shall be evaluated at the end of the orientation period.

- h. For the purpose of this article, "comparable position" shall mean the same rate of pay, the same shift, the same Bargaining Unit, within five (5) coded hours, and within twenty (20) miles of the former worksite.

- i. The employee so displaced shall be placed on layoff status.

- 3. Benefit Coverage

An employee on layoff status may, at her/his option, retain any group coverages for health plan, dental plan and group life insurance programs by tendering premiums to the Employer in accordance with reasonable requirements, subject to any limitations imposed by its insurance carriers.

- 4. Severance Benefits

- a. Severance Allowance Eligibility

Employees coded twenty (20) hours per week or more, whose positions are eliminated, and for whom no open position can be found as outlined in Article 14, who are terminated and have recall rights. Employee must have a minimum of six (6) months' service to qualify under this article.

b. Provisions

The severance allowance will be determined by full years of service. Eligible employees will receive one (1) week severance allowance for each full year of service, but a minimum of one (1) week, maximum of fifteen (15) weeks. A week is computed on current BAH and is issued in a single cash payment. Employees receiving severance allowance are not eligible for rehire for a period which equals the number of weeks of severance.

c. Medical and Dental Benefits

Employees receiving severance allowance shall receive continuation of Employer-paid medical and dental benefits for the same number of weeks as their years of service with a minimum of one (1) month beyond termination and maximum of six (6) months. After the expiration of Employer paid coverage, employees have the opportunity to purchase continued group health plan and dental plan, coverage for an additional eighteen (18) months.

d. Outplacement Support

Regularly scheduled employees with twenty (20) or more coded hours per week who are terminated because their positions have been eliminated are eligible to receive Outplacement Support as outlined in the Employer's Employment Stability Policy.

E. RECALL

1. Recall shall be in the reverse order of the foregoing. The Employer shall maintain a list of employees on layoff status and shall notify by telephone or certified mail the most senior qualified employee when a comparable vacancy occurs. It shall be the employee's obligation to keep the Employer informed of her/his current telephone number and mailing address. The Employer's obligation as defined in this section shall cease after twenty-four (24) months from the day of layoff, or if an employee fails to accept an offer to return to work in a comparable position, or if the employee fails to keep the Employer informed of her/his current telephone number and address, or if the employee fails to return to work on the date agreed to with the Employer.

The Employee may accept any vacancy s/he can reasonably perform and remain in recall status until a comparable vacancy becomes available. Employees in this status must notify the Employer of their interest in a comparable vacancy for which they are qualified.

2. The employee shall have an obligation to confirm acceptance or rejection of an offer to return to work within three (3) calendar days of the offer, excluding weekends and holidays. Such confirmation shall be postmarked by certified mail or hand delivered to the Employer within the above specified time limit.
3. An employee on layoff status shall have the right to apply and receive consideration for employment in any vacant position within the Northwest Region for which she/he is qualified. Such employees will be given preferential consideration over applicants from outside the Organization. Employment in a non-Bargaining Unit position shall not affect the employee's rights of recall as defined in this Article.

**ARTICLE 15 - SICK LEAVE**

- A. Regular full-time employees shall accumulate paid sick leave at the rate of eight (8) hours per month for each calendar month of employment, up to a maximum of seven hundred twenty (720) hours. Regular part-time employees shall accumulate paid sick leave at the rate of eight (8) hours for each one hundred seventy-three (173) compensable hours, provided,



however, that no more than eighty (80) compensable hours per pay period shall be used as a basis for accumulation. The maximum accumulation shall be seven hundred twenty (720) hours. If a regular employee changes from a non 7/70 staffing system to the 7/70 staffing system, she/he shall retain past accumulated sick leave benefits.

- B. Paid sick leave begins to accumulate during the first (1st) calendar month of employment, but may not be applied to any illness that occurs during the first six (6) months of employment. Sick leave shall be payable only if authorized as paid sick leave by the employee's supervisor. The Employer may require certification of illness by a physician as a condition of eligibility for paid sick leave.

Pay for sick leave shall be at the straight-time rate plus shift differential, if applicable.

When applicable, Employer-paid sick leave will be integrated with Workers' Compensation payments to the extent necessary to permit an employee to maintain her/his regular straight-time earnings during the period of disability. The foregoing will be applicable to the extent that an employee has accrued but unused sick leave.

For employees with accrued sick leave, up to four (4) hours sick leave pay will be granted for time off the job due to medical or dental appointments of the employee.

Except in case of emergency appointments, at least seven (7) days prior notice must be given to the supervisor. Whenever possible, non 7/70 employees will be expected to schedule their medical or dental appointments at the beginning or end of their workday and 7/70 employees will be expected to schedule appointments during overlap times.

At Kaiser Sunnyside, Registered Nurses will be encouraged to call in for ill time at least two (2) hours prior to the start of the shift. Paid sick leave shall not be denied if the Registered Nurse fails to meet this notification deadlines due to unexpected or emergent circumstances.

The Employer will make its best effort to include the sick leave balance on each employee's biweekly paycheck receipt.

## **ARTICLE 16 - VACATIONS**

### **A. NON-7/70 SCHEDULE EMPLOYEES**

Employees who have been continuously in service with the Employer for a period of one (1) year in a regular employee status shall annually be entitled to two (2) weeks vacation with pay. After the completion of six (6) months employment in a regular employee status an employee shall be entitled to prorated vacation credits which may be accrued.

Employees who have been continuously in service with the Employer for a period of five (5) years as a regular employee shall annually be entitled to three (3) weeks vacation with pay. Employees who have been continuously in service with the Employer for a period of ten (10) years as a regular employee shall annually be entitled to four (4) weeks vacation with pay. Regular employees scheduled to work less than forty (40) hours per week shall receive prorated vacation entitlement as follows: less than five (5) years continuous service - 3.85 hours per one hundred (100) compensable hours; five (5) or more years continuous service - 5.77 hours per one hundred (100) compensable hours; ten (10) or more years continuous service - 7.69 hours per one hundred (100) compensable hours. In no case, however, shall a regular employee scheduled to work less than forty (40) hours per week accumulate vacation in excess of that to which a full-time employee is entitled.

Employees shall submit vacation requests in writing to the Employer. For the purpose of receiving a timely vacation request response (2 - 4 weeks), prescheduled replacement may occur more than thirty (30) days in advance. Should there be a conflict in the requests of two (2) or more employees, Bargaining Unit seniority shall be determinative, provided that an

employee who has received approval for scheduled vacation shall not be bumped. The Employer shall use its best efforts to schedule the vacation time requested by the employee in a timely manner.

Employees whose BAH exceeds their coded hours may take accrued vacation hours up to their BAH, but not exceeding 40 hours per week.

Employees are expected to take vacation during the year it is earned. In the event an employee is not able to take vacation during the year of entitlement, vacation accumulation will be allowed to a maximum of two (2) years vacation eligibility.

Monthly vacation accrual will cease at such time as accumulated vacation equals two (2) years of eligibility. Under no circumstances will forfeited vacation be reinstated.

If a paid holiday occurs during an employee's vacation period she/he shall, by mutual agreement with the supervisor, receive an additional day of paid vacation or an additional day's pay. Vacation hours paid shall not be counted in the computation of overtime or determination of consecutive day pay.

An employee who is hospitalized or incapacitated for more than seven (7) consecutive days during a paid vacation may elect to substitute accrued sick leave for such time off and may reschedule that vacation time. Certification by the attending physician is required by the Employer.

After completion of six (6) months continuous service, employees who terminate for reasons other than discharge for cause are eligible for accrued vacation pay on a prorated basis. The Employer may require at least two (2) weeks notice by the employee of her/his intention to quit as a condition of eligibility for prorated vacation pay. If a regular employee changes from a non-7/70 staffing system to a 7/70 staffing system, she/he shall receive payment for vacation benefits accrued to the time of status change.

<u>Years of Service</u>	<u>Annual Full-time Vacation Accrual*</u>	<u>Maximum Vacation Accrual</u>
<u>1 – 4</u>	<u>80 Hours</u>	<u>160 Hours</u>
<u>5 – 9</u>	<u>120 Hours</u>	<u>240 Hours</u>
<u>10+</u>	<u>160 Hours</u>	<u>320 Hours</u>

\* Part-time RN's accrue vacation at a prorated rate.

## B. 7/70 SCHEDULE EMPLOYEES

The vacation benefit provisions referred to above shall not be applicable except that 7/70 employees with twelve (12) or more years of service with the Employer shall be given an option annually to accumulate vacation with pay as described in this Article for non 7/70 employees. Pay in-lieu-of vacation time off shall be in accordance with the formula for calculation of vacation add-ons. Such add-ons will be paid to employees in a regular employee status for each straight-time hour worked.

After completion of the first six (6) months continuous employment in a regular status, employees shall receive a lump sum vacation payment equivalent to one-half (1/2) of their vacation anniversary eligibility at the straight-time base rate.

After the completion of five (5) years of continuous employment in a regular status, employees shall receive a lump sum vacation payment equivalent to one-third (1/3) of their vacation anniversary eligibility at the straight-time base rate.

After completion of ten (10) years of continuous employment in a regular status, employees shall receive a lump sum vacation payment equivalent to one-fourth (1/4) of their vacation anniversary eligibility at the straight-time base rate.

Temporary, short-hour and on-call employees do not qualify for prorated vacation add-ons.

After completion of one (1) year of continuous employment in a regular employee status, employees shall be entitled to up to seven (7) consecutive days off per calendar year, as unpaid time off. Employees taking seven (7) days off will be credited with up to seventy (70) hours of seniority credit.

Registered Nurses with fifteen (15) years of service who have not opted for paid vacation will be entitled to an additional five (5) consecutive days off per calendar year as unpaid time off. Registered Nurses taking the additional five (5) days off will be credited with up to fifty (50) hours of seniority credit.

Vacation hours paid shall not be counted in the computation of overtime or determination of consecutive day pay.

## **ARTICLE 17 - HOLIDAYS**

### **A. NON 7/70 SCHEDULE EMPLOYEES**

The following days shall be observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday hours paid shall be counted into the calculation of overtime and shall not be counted into the calculation of consecutive day pay.

There shall be no deduction in pay for the observance of the foregoing holidays for employees who have been on regular employee status for at least thirty (30) consecutive calendar days prior to the holiday. Such employees working on one (1) days of the foregoing holidays shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay in addition to their regular rate of pay for the holiday.

For Urgency Care and Continuing Care Service employees, the actual legal holiday worked shall be paid at the overtime rate of pay. When the Kaiser Permanente designated holiday is different than the actual national holiday, employees working the Kaiser Permanente designated observed holiday will be paid at the regular rate of pay.

Pay for holidays not worked shall be on the following basis:

There shall be no deduction in pay for biweekly coded hours for the observance of the foregoing holidays for employees who have been on regular employee status for at least thirty (30) consecutive calendar days prior to the holiday.

Employees shall be paid holiday pay equal to ten (10) percent of the straight time compensated hours in that pay period or ten (10) percent of the biweekly coded hours whichever is greater.

### **B. 7/70 SCHEDULE EMPLOYEES**

The holiday provisions referred to above shall not be applicable. Pay in-lieu-of time off for recognized holidays shall be in accordance with the formula for calculation of holiday add-ons. If an employee terminates prior to the completion of thirty (30) days continuous service, the total of the holiday add-ons paid shall be deducted from the employee's final pay.

### C. 12-HOUR SHIFT AGREEMENT – HOLIDAYS (See also Appendix F.10 & F.11)

In recognition that a 12-hour shift pattern of scheduling may result in an inequitable distribution of working holidays for some individuals, the work group will establish the holiday schedule defined as the day before Thanksgiving until New Year's Day, not later than July 31 of the year in which the holiday falls. The holiday schedule will reflect employee's preferences whenever possible and will reflect the working of major holidays on a rotational basis in accordance with operational needs.

Employees may trade scheduled holidays by mutual agreement as long as it does not drive additional non-holiday overtime. A work group will be established from each area, requests from employees will be taken and the previous years' work schedule will be considered. If the work group cannot reach consensus on the holiday schedule, then the Employer will have final authority to resolve the holiday schedule.

### D. FLEXIBLE PERSONAL DAYS

All bargaining unit members with one year of benefit eligible employment or greater will have three (3) float holidays and two (2) sick leave days converted to Flexible Personal Days. Thereafter, on an annual basis they will have five Flexible Personal Days. These days will be administered and used per the National Agreement language covering attendance. For new employees with less than one year of service determination of Flexible Personal Days will be worked out prior to implementation of the National Attendance Program/language in 2006. The parties agree to fair and equitable treatment of this group relative to this issue.

### E. GENERAL

Short-hour, temporary and on-call employees who have been on the payroll for at least thirty (30) consecutive days prior to a holiday shall receive no pay for holidays not worked but shall receive one and one-half (1-1/2) their regular rate of pay for all work performed on the holidays referred to in Section A.

## **ARTICLE 18 - HEALTH AND WELFARE BENEFITS**

Note: Please refer to National Agreement Section 2.B.

### A. BENEFITS

#### 1. Medical and Dental Plans

- a. Employees hired in a benefit status will be eligible to enroll themselves and their eligible dependents in the Employer-sponsored group medical and dental plan during their first thirty-one (31) days of employment. Medical plan coverage will be effective on the first day of the month following employment. Dental plan coverage will be effective the first day of the month following three (3) months of employment in a benefit status. The medical coverage will be based on the Kaiser Foundation Health Plan of the Northwest "5A5AE" medical plan benefit array and will include vision and prepaid prescriptions (with a five dollar (\$5.00) charge). The medical plan will also include coverage for durable medical equipment and orthotic and prosthetic devices (Plan B) as an amendment to the Employer's Group Medical and Hospital Service Agreement.

The dental coverage will be based on the Kaiser Foundation Health Plan of the Northwest "5CX" dental plan benefit array.

- b. Employees in a non-benefit status will be eligible to enroll themselves and their eligible dependents in the Employer-sponsored group medical and dental plan (as described above) during the first thirty-one (31) days following the date that they enter (or re-enter) a benefit status. Medical plan coverage will be effective on the first day of the month following the latest date that the employee enters the benefit status. Dental plan coverage will be effective the first day of the month following three (3) months of employment in a benefit status. The three (3) month waiting period may be reduced if the employee has been employed in a benefit status previously.
- c. Employees who become eligible for the medical and dental plan and do not enroll during the first thirty-one (31) days following initial eligibility must wait for the annual open enrollment period in January of each year. January of each year shall constitute the open enrollment period with medical coverage effective February 1. The effective date of dental coverage will be determined using the rules in this Article for newly eligible employees based on an employee's actual employment period in a benefit status.
- d. Employees who lose medical plan coverage from another source because of the death, divorce, or termination of employment of a spouse may, during the first thirty-one (31) days following the loss of coverage enroll themselves and their eligible dependents in the Employer-sponsored group medical and dental plan without waiting for the open enrollment period. Medical coverage will be effective the first of the month following the loss of coverage. The effective date of dental coverage will be determined using the rules in this Article for newly eligible employees based on an employee's actual employment period in a benefit status.
- e. Eligible dependents include an employee's spouse (as defined by Oregon state law), an unmarried child of the employee or employee's spouse under the age of twenty-one (21), an unmarried child of the employee or employee's spouse under the age of twenty-three (23) who is a full time registered student at a recognized educational institution, and an unmarried child of the employee or employee's spouse of any age who is chiefly dependent on the employee or the employee's spouse for support and maintenance of the child incapable of self-sustaining employment by reason of developmental disability or physical handicap which occurred prior to their reaching age twenty-one (21) or age twenty-three (23) if a full-time student.

Note: Please refer to National Agreement Section 2.B.1.

- f. Newborn children will be covered from birth. A proposed adopted child is covered from the date of placement of the child in the custody of the employee or employee's spouse upon assumption by the employee or the employee's spouse of financial responsibility for the support and care of the child. Coverage will be dependent upon appropriate enrollment of the child within thirty-one (31) days of birth or placement.

## 2. Employee Self-pay Medical and Dental Plans

- a. Newly hired employees who are on-call or short hour (less than 20 scheduled weekly hours) will have the opportunity to enroll in Employer-sponsored self pay group medical/dental plan coverage during the first 30 days of employment. The coverage will be effective on the first of the month following hire and will be based on the Kaiser Foundation of the Northwest "5A5AE- 5CX" benefit array.
- b. Employees who remain in a non-benefit status after hire and do not elect to enroll in the Employer-sponsored self-pay group medical coverage at hire will have one opportunity each year to enroll in the plan during the month of January with coverage effective February 1.

- c. Employees who lose medical plan coverage from another source because of death, divorce, or termination of employment of a spouse may, during the first thirty (30) days following the loss of coverage, enroll in the Employer sponsored self-pay group medical plan without waiting for open enrollment.

The coverage will be effective on the first day of the month following the date the prior medical plan coverage terminates.

- d. Employees who lose Employer-paid group medical plan or dental plan coverage because of reduced hours, leaves of absence, termination or retirement, may continue the same Employer-sponsored coverage on the same basis as an active employee in a benefit status for up to eighteen (18) months on a self-pay basis.
- e. Employees who lose Employer-paid group medical/dental plan coverage because of reduced hours or early retirement (and are eligible for Employer paid medical/dental plan benefits at a later date) and who do not elect the option identified in d. above may elect to enroll in Employer-sponsored self-pay group medical/dental plan coverage during the first thirty (30) days following the loss of Employer-paid medical/dental benefits. The coverage will be effective on the first of the month following the loss of Employer-paid medical/dental benefits and will be based on the Kaiser Foundation Health Plan of the Northwest "5A5AE-5CX" benefit array. Eligible dependents will also be eligible for enrollment.
- f. Any employee who loses Employer-paid coverage or becomes ineligible for continuing Employer-sponsored self-pay coverage due termination of employment and does not elect the option identified in d. above may be eligible to convert individual plans made available by the medical plan carrier.

### 3. Group Life Insurance

The Employer will provide each employee in active benefit status on their coverage effective date with, at no cost to the employee, Life Insurance according to the following formula:

Take the hourly wage rate times the greater of scheduled hours or benefit average hours (not to exceed 40) times 4.3333. Round to the nearest cent. Multiply the above result times 0.002. Round to the nearest cent. Divide the latest result by the appropriate rate charged the Employer by the Employer's insurance carrier (1994 rates illustrated below), round to the nearest cent and multiply by \$1,000.

<b>AGE</b>	<b>RATE</b>	<b>AGE</b>	<b>RATE</b>
Under 25	.06	50 - 54	.46
25 - 29	.07	55 - 59	.74
30 - 34	.08	60 - 64	1.14
35 - 39	.10	65 - 69	1.78
40 - 44	.17	70 - 74	2.68
45 - 49	.28		

The minimum amount of Employer-paid coverage will be \$10,000. The maximum amount of Employer-paid Life Insurance coverage will be \$50,000. In addition, a total and permanent disability benefit of \$10,000 (distributed in equal payments over sixty (60) months) will be made available to employees who qualify for total and permanent disability. Any benefits received under this provision will reduce the ultimate death benefit paid under the plan. Coverage shall become effective on the ninety-first (91st) day of continuous employment in an active benefit status and thereafter, eligibility shall be based on remaining in active benefit status. If an employee leaves active benefit status after coverage has become effective, and returns to active benefit status at a later date,

the ninety (90) day waiting period will be waived and coverage will become effective on the first (1st) day that the employee is considered in active benefit status; otherwise, the ninety (90) day waiting period will be required again.

The Employer will make available a voluntary and contributory (employee paid through payroll deduction) employee age-rated life insurance program with open enrollment for existing employees during July 1991. Future employees will have open enrollment during the thirty (30) day period following their Employer provided coverage effective date, with age-rated life insurance coverage effective the first (1st) of the month following enrollment. The maximum total of Employer paid and employee-paid coverage will be limited to \$500,000. To be eligible for voluntary and contributory coverages, the employee must have Employer provided life insurance in effect.

The Employer will make available a voluntary and contributory (employee paid through payroll deduction) dependent life insurance program. Future employees will have open enrollment during the thirty (30) day period following their Employer provided coverage effective date, with dependent life insurance coverage effective the first of the month following enrollment.

#### 4. Disability Insurance

Employees shall receive Employer-paid disability insurance coverage for illness or injury not connected with the job effective the first (1st) day of the month following completion of one (1) year of continuous employment as a regular employee on a work schedule of twenty (20) or more hours per week. The disability insurance benefits provide income protection amounting to fifty percent (50%) of an employee's regular straight-time earnings up to a maximum of \$210.00 per week for twenty-six (26) weeks, commencing on the eighth (8th) day of disability or upon expiration of Employer-paid sick leave, if later. For eligible employees on a 7/70 schedule, disability insurance benefits provide income protection amounting to 50% of regular straight-time earnings up to a maximum of \$367.50 per seventy (70) hour work rotation for thirteen (13) work rotations commencing at the end of a waiting period of thirty-five (35) scheduled hours or upon expiration of Employer-paid sick leave, if later.

## B. ELIGIBILITY, ENROLLMENT AND CO-PAYS

Each six (6) months, the hours compensated for each employee will be reviewed and a weekly average will be established. These weekly average hours are referred to as the Benefit Average Hours (BAH). Benefit eligibility is based upon coded hours or benefit average hours, whichever is greater. Open enrollment for Employer provided medical and dental plan benefits will be as follows:

1. January of each year shall constitute the open enrollment period with coverage effective February 1.
2. Eligible employees who lose coverage because of the death, divorce, or termination of employment of a spouse may enroll in medical and dental plan benefits without waiting for the open enrollment period.
3. Employees who do not have coverage may enroll in medical and dental plan benefits each time they become eligible for benefits through BAH or coded hours.
4. Employees who become and remain eligible for medical and dental plan benefits but reject coverage must wait for the open enrollment to obtain it.

Regular employees will be assessed each pay period for health and welfare as follows:

	Deduction	
	Year 1 – 5 Employee Only	Year 1 – 5 Employee + Dependent
Health Plan and Dental Plan		
20 – 25.99 BAH	\$21.64	\$21.64
26 – 31.99 BAH	\$12.43	\$12.43
32 and Above BAH	\$ 6.30	\$ 6.30
Group Disability	Year 1 – 5	
20 – 25.99 BAH	\$ 1.22	
26 – 31.99 BAH	\$ .61	
32 and above BAH	\$0	

During each semiannual review, the Employer shall compare the benefit level for each Registered Nurse with her/his actual hours compensated.

In the event a Registered Nurse's average weekly hours compensated would have qualified her/him for one of the benefit levels and she/he had received the in-lieu-of- benefits differential, the Registered Nurse will begin receiving benefits at the indicated level. However, the Registered Nurse will not be reimbursed for benefits for the previous review period.

In the event a Registered Nurse's average weekly hours compensated would have qualified her/him for a lower benefit level or in-lieu-of-benefits differential, the Registered Nurse will be reduced to the lower benefit level or in-lieu-of benefits differential; but, she/he will not be required to reimburse the Employer for the difference. However, the benefit level of the Registered Nurse will not be reduced below the level indicated by her/his coded hours.

#### C. DIFFERENTIAL IN-LIEU-OF-BENEFITS

All short-hour, union temporary and on-call employees who do not qualify for benefits per Article 18.B shall be ineligible for employee benefits provided under this Agreement except for premium pay of time and one-half (1-1/2) for worked holidays, shift differential pay and tenure increase eligibility.

In-lieu-of eligibility for employee benefits as referred to above, short-hour, union temporary and on-call employees shall receive a premium in-lieu-of-benefits. In no event will there be a duplication of the in-lieu-of-benefits premium and accumulation of or rights to employee benefits other than those specified above. Employees who are eligible for benefits, as provided for in this Agreement, may not elect to receive the in-lieu-of-benefits premium.

#### D. ON-CALL BENEFIT EVALUATION

Hours worked by an on-call employee will be evaluated monthly after three (3) consecutive months of employment. If the employee has consistently worked forty

(40) or more hours per pay period for the preceding three (3) months, and the

Employer determines that such a pattern is likely to continue, the employee will be eligible for benefits effective the first of the month following and will remain eligible for benefits as long as the employee continues to work forty (40) or more hours per pay period. If a benefited on-call employee does not work forty (40) hours in a pay period three (3) consecutive months, benefits eligibility will be canceled.



## E. WORKERS' COMPENSATION DEDUCTION

A \$0.14 per day workers' compensation deduction will be deducted by the Employer for all employees.

## ARTICLE 19 - LEAVES

### A. BEREAVEMENT LEAVE

Effective the first day of the month following eligibility, all health and welfare benefit eligible employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in an Alternative Compensation Program.

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

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

Employees will be granted an additional two (2) days of paid time when traveling three hundred (300) miles or more 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.

### B. JURY DUTY

Preamble: The Employer and the Union jointly recognize the need to balance the civic responsibility of performing jury duty with the need to maintain coded hours and staffing levels.

1. Employees with at least thirty (30) days employment in a Full-Time, Part-Time, Float or Short-Hour coded hour status who are required to report for jury service will be excused from scheduled work on such days. Such employees shall receive, on days he/she otherwise would have worked, his/her regular straight time pay, including differentials.
2. The employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received. In cases where there is a combination of work and jury service, hours paid for jury service shall not count as hours worked in determining eligibility for overtime.
3. For scheduling purposes, a regularly scheduled employee on jury service shall be considered a day shift employee for days scheduled for jury duty. The employee will not be required to work regularly scheduled weekends, nor will he/she be required to make up that weekend when excused from jury duty if he/she has performed jury duty equal to the employee's coded hours.

4. If the employee is excused from jury duty for an entire day, or is excused early enough in the day to permit working one-half (1/2) of a regularly scheduled day, the employee will call the supervisor or designee to make known their availability for work.
5. Suitable work will be provided for the employee at their worksite or at a site within a reasonable commute from their normal work location. Failure to notify the Supervisor, or designee, of an excused jury duty will result in no payment of wages for that day.
6. If the employee's regularly scheduled shifts are evenings or nights, the employee and the supervisor may agree to have the employee work their regular shift on a canceled jury duty day.
7. Reimbursement for jury service as provided for in this Article shall be limited to service on one (1) jury assignment in any one (1) calendar year, unless additional jury service is mandated by the court.
8. Employees will be paid for time spent in a recognized court or government hearing or civil deposition when requested to appear or subpoenaed by the Employer.
9. An employee may use PTO, vacation time, or float days, if available, for other court appearances, provided the employee furnishes the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

#### C. MILITARY LEAVE

1. Kaiser Permanente will grant a Military Leave of Absence to an employee who leaves to perform military service with the Armed Forces of the United States. The provisions of the Veterans' Re-employment Rights statute will apply to the circumstances of each case.
2. An employee desiring a Military Leave of Absence must apply to her/his supervisor, and provide a copy of the military orders. A Leave of Absence Request Form must be completed for all Military Leaves in excess of two (2) weeks.
3. Any person who is restored to a position shall retain seniority, credited service date, and tenure step credit as though employment has continued without interruption. Although length of service benefits (vacation and sick leave accrual) do not continue to accumulate during the Military Leave of Absence, the benefits accumulated at the beginning of the leave will be reinstated when the employee returns from Military Leave.
4. Additionally, Kaiser Permanente provides that a regularly scheduled employee who is required to attend a two (2) week active duty session for the Reserve of the Armed Forces or the National Guard or who is called for service with the Reserve of the Armed Forces or the National Guard during civil emergency will receive for a period not to exceed two (2) weeks in any calendar year, her/his regular salary reduced by the amount of taxable earnings paid by the Government for military duty. Also an employee may elect to take vacation pay and time concurrent with military active duty.

#### D. FAMILY MEDICAL LEAVE

1. Kaiser Permanente will grant a Family Medical Leave of Absence in accordance with State and Federal Laws and Kaiser Permanente Family Medical Leave Policy (Appendix G).
2. Provisions of federal and state law will apply to employees in both Oregon and Washington. The law that advantages the employee the most will be applied.
3. If applicable law or policy is to be modified or amended, the Union is to be notified 30 calendar days in advance of any change to the Kaiser Permanente Family Medical Leave Policy (Appendix G).

4. For eligible employees, Kaiser Permanente's Family Medical Leave policy generally provides twelve weeks of protected leave per rolling twelve month period for the birth, adoption, placement of a child, to care for a family member with a serious health condition or the employee's own serious health condition, pregnancy disability or to care for a sick child who does not have a serious health condition but requires home care.
5. An eligible employee is one who meets the eligibility requirements under either one or both the applicable state and federal law. Generally, under Oregon law an employee must be employed by Kaiser Permanente for 180 calendar days prior to the start of the leave, and worked an average of 25 hours per week during that period. For the Federal law, the employee must be employed by Kaiser Permanente for twelve months prior to the start of the leave and worked a cumulated 1,250 hours during that period.
6. Leaves under state, federal, contract and workers compensation will be administered concurrently where applicable.
7. The request for Family Medical Leave shall be written and submitted in advance when possible to do so. In cases of emergencies, the employee will notify the employer as soon as reasonably possible. The written request shall be on the form provided and must specify the reason for the leave of absence, the relationship of the employee to the person needing the care and the anticipated length of the leave.
8. Medical certification may be required from the employee's treating health care provider or the provider of a family member to substantiate the leave request within fifteen calendar days of written request from the employer. In addition, a fitness-for-duty certification may be required before an employee returns to work following leave for his/her own serious health condition.
9. Employees will be required to use any accrued PTO, vacation, sick or ESL hours until they are exhausted. An employee must use accrued sick or ESL for his or her own serious health condition. To care for another family member whose condition qualifies for Family Medical Leave, an employee may use accrued PTO, vacation, ESL or sick leave.
10. Upon return from an approved Family Medical Leave, the employee shall be reinstated to his/her former job assignment or alternate arrangement as mutually agreed upon and provided by law.
11. Eligible employees who are receiving employer paid benefits shall continue to receive such benefits while on a Federal Family Medical Leave or federal concurrent.

#### E. MEDICAL LEAVE - INDUSTRIAL

1. An employee injured on the job or who contracts a disease or an illness from work shall notify the supervisor immediately after the incident giving rise to the injury or after becoming aware of the disease or illness.
2. The Employer will provide assistance to the employee in applying for workers' compensation benefits.
3. When an employee is unable to work at full capacity on the recommendation of her/his physician, the Employer will make a reasonable effort through the early return to work program to place the employee in a temporary, modified work assignment. This assignment will take into account the employees medical restrictions.
4. When an Employee is unable to work, Employer paid sick leave will be integrated with workers' compensation payments, unless declined by the employee, to provide normal take-home salary until sick leave has been exhausted.

5. An employee disabled by an injury or medical condition connected with her/his employment will be granted an unpaid leave of absence after sick leave is exhausted. Industrial leaves will be granted for the term of disability as estimated and certified in writing by the physician.
6. Initial requests for leaves and requests for extensions must be submitted in writing to the employee's supervisor, along with the physician's written certification of disability. Leaves will be granted in increments up to ninety (90) days.
7. An employee on an Industrial Leave will receive Employer-Paid Health Plan, Dental Plan and Life Insurance Group coverage on the same basis as an active employee for a maximum of six (6) months after exhaustion of Employer-paid sick leave. The employee will continue to accrue paid time off benefits (e.g., sick leave) while her/his accumulated sick leave is integrated with Worker's Compensation payments. Such benefits will cease to accrue when sick leave is exhausted.
8. During Industrial Leave, service credit toward tenure step increases and seniority will continue to accrue for a period of one (1) year after expiration of sick leave at the rate of the employee's coding or BAH, whichever is greater. An employee returning from Industrial Leave and/or modified work assignment will be reinstated at the appropriate step rate in her/his former work assignment or another position for which she/he is qualified, as determined by the Employer, provided the physician has released the employee to return to her/his regular employment.
9. An employee who has incurred a compensable injury which prevents her/him from performing the duties of her/his regular employment will be offered a suitable position which becomes available for which the employee is qualified after a reasonable orientation. Employees who do not meet the qualifications for suitable positions will be provided vocational assistance in accordance with state law. Placement of injured workers will take precedence over posting and bidding rights of other Bargaining Unit members except employees affected by a permanent reduction in force. An employee who rejects an offer of a suitable and available position abandons her/his rights to reinstatement and re-employment under applicable state laws and will be terminated.

#### F. MEDICAL LEAVE - NON-INDUSTRIAL

An employee disabled by a medical condition or injury not connected with her/his employment will be granted an unpaid Medical Leave of Absence after exhaustion of Employer-paid sick leave. A Medical Leave of Absence will be granted for the term of medical disability as estimated and certified in writing by the physician. Leaves will be granted in increments up to ninety (90) days, for a total maximum leave of twelve (12) calendar months per disability. Requests for all initial leaves and all extensions must be submitted in writing to the employee's supervisor, along with the physician's written certification of disability. Requests for urgent leave must be submitted as soon as circumstances permit. Non-urgent leave must be submitted as soon as circumstances permit. Non-urgent leaves must be requested in writing at least two (2) weeks prior to anticipated period of disability. Expiration of a Medical Leave of Absence is determined by the date the physician certifies an employee may return to work, or the last approved date, whichever comes first. An employee wishing to remain off work beyond that date must apply for a Personal Leave of Absence as outlined in Section G.

An employee with eighteen (18) months or more of continuous employment will receive Employer-paid Health Plan and Dental Plan and Group Life Insurance coverage on the same basis as an active employee during a non-industrial Medical Leave of Absence up to a maximum of six (6) months provided that three (3) calendar months of active employment elapse between incidents of application. In the event of a non-industrial injury/illness, the

employee may request a modified work assignment. The Employer may agree to this request dependent upon their ability to accommodate. Two (2) weeks written notification of intent to return from leave of absence must be given to the employee's supervisor, unless otherwise specified in preceding Sections. In cases of medical leaves, the employee must present a physician's release to return to work. If the employee fails to return to work within three (3) days of the expiration of an approved leave or the date agreed upon with the supervisor, it will be assumed that the employee has voluntarily terminated employment.

An employee who returns from a medical leave of ninety (90) days or less shall be returned to her/his former job assignment. An employee who returns from a medical leave in excess of ninety (90) days shall return to her/his former job assignment whenever the Employer determines such return possible. If such return is not possible, the employee shall be returned to any assignment of comparable status for which she/he is qualified.

## G. PERSONAL LEAVE

1. The Employer may grant personal leaves without pay upon an employee's written request when personal considerations justify such action and when staffing requirements permit. Such requests shall not be unreasonably denied. An employee must have at least six (6) months of continuous service to be considered eligible for a leave of absence for personal reasons. Leaves may be authorized for a period up to ninety (90) days. Leaves may be extended beyond the initial ninety (90) days, at the Employer's discretion. Any extension, (not to exceed an additional ninety (90) days) must be requested in writing and must be authorized in writing by the Area Administrator. All leaves and extensions must be requested as far in advance as possible, with a minimum notice of thirty (30) days for non-emergency leaves. Requests for emergency leaves must be submitted as far in advance as circumstances permit.
2. An employee who returns from a personal leave of sixty (60) days or less shall be returned to her/his former job assignment. The Employer will make what it determines to be a reasonable effort to reinstate an employee to her/his former job assignment upon return from a leave in excess of sixty (60) but not over one hundred fifty (150) days. However, if it is unreasonable to provide such accommodation, the employee will be reinstated in any comparable position, with the same number of scheduled hours, for which she/he is qualified. If no appropriate opening is available an employee will be granted a thirty (30) days' extension to the leave and will be considered for any openings for which she/he qualifies during that time.
3. Employees returning from a personal leave in excess of one hundred fifty (150) days will be given preferential consideration for openings for which they are qualified.
4. Employees who have at least two (2) years continuous service may request a personal leave of up to twelve (12) months for reasonable purposes, or may request an extension up to one hundred eighty (180) days beyond the six (6) month limit defined above. Such leaves or extensions shall not exceed a total of twelve (12) consecutive months. Approval shall be at the Employer's discretion and subject to departmental staffing requirements. Employees on extended personal leaves, as provided for in this paragraph, shall give the Employer at least thirty (30) days notice of availability to return to work. Such employees will be given preferential consideration for openings for which they are qualified that occur within ninety (90) days of the date the Employer is notified of availability for work.

## H. PARENTAL LEAVE

1. The Employer shall grant Parental Leaves without pay for a period of up to one hundred twenty (120) days in cases of birth or adoption of a child. Any period of certified medical disability due to pregnancy and birth of a child shall be included in calculating such parental leave.

2. Employees who have at least two (2) years continuous service may request extensions to Parental Leave. Such extensions may be requested in increments up to one hundred twenty (120) days, and approval for extensions will be subject to departmental staffing requirements. Total Parental Leave shall not exceed a total of twelve (12) consecutive months. All leaves and extensions must be requested as far in advance as possible, with extension requests requiring a minimum notice of thirty (30) days.
3. An employee returning from a Parental Leave of one hundred and twenty (120) days or less will be returned to her/his former job assignment. A reasonable effort will be made to reinstate an employee to her/his former job assignment upon return from a Parental Leave in excess of one hundred and twenty (120) days, but not over one hundred eighty (180) days. If such a return is not possible, the employee will be reinstated in any comparable position, with the same number of scheduled hours, for which she/he is qualified. Any employee returning from a parental leave in excess of one hundred-eighty (180) days shall be given preferential consideration for openings for which she/he is qualified. Employees on Parental Leave shall give the Employer at least thirty (30) days notice of intent to return to work.

#### I. EMERGENCY DAY

Employees shall be entitled to two (2) emergency days off as unpaid time.

#### J. GENERAL

1. Requests and approvals for leaves of absence shall be in writing on forms provided by the Employer and the employee shall receive a copy of such leave authorization.  
Responses to requests shall be made as soon as practically possible.
2. Two (2) weeks written notification of intent to return from leave of absence must be given to the employee's supervisor, unless otherwise specified in preceding Sections. In cases of Medical Leaves, the employee must present a physician's release to return to work. If the employee fails to return to work within three (3) days of the expiration of an approved leave or the date agreed upon with the supervisor, it will be assumed that the employee has voluntarily terminated employment.
3. Health Plan, Dental Plan and Life Insurance Group coverage may continue at the employee's expense during leaves, except as specifically provided for in preceding Sections. Arrangements must be made in advance to pay premiums for all benefits the employee wishes to continue while on leave. If the employee elects to discontinue benefit coverages, such coverages will terminate while the employee is on leave and will be reinstated the first (1st) of the month following return to work.
4. An employee who returns from a Medical Leave of ninety (90) days or less shall be returned to her/his former job assignment. An employee who returns from a Medical Leave in excess of ninety (90) days shall return to her/his former job assignment whenever the Employer determines such return possible. If such return is not possible, the employee shall be returned to any assignment of comparable status for which she/he is qualified.
5. An employee's benefit and anniversary dates will be adjusted to reflect absences in excess of thirty (30) days, unless otherwise specified in preceding sections.
6. There shall be no pyramiding or duplication of job return rights as provided for in this Article.

## ARTICLE 20 - PENSION BENEFITS

**Note: Please refer to National Agreement Section 2.B (2).**

### Past Credited Service

- A. Up to three (3) additional years of credited service will be credited over the next three years (2006, 2007, 2008) for eligible participants who are under 60 years of age or have less than 20 years of vesting service, or both, as of January 1, 2006 as follows: All employees with 20 or more scheduled hours per week earn double credited service (based on actual hours) in 2006, 2007, and 2008.
- B. Three (3) years of credited service will be credited immediately for eligible participants who are both age 60 or older, and have 20 years or more of vesting service as of January 1, 2006.
- C. Eligible participants are employees who were employed as of November 1, 2003 and still employed October 1, 2005 and were not in the defined benefit plan immediately before November 1, 2003.

Employees will be provided retirement benefits through the Kaiser Permanente Northwest Pension Plan (KPNPP), a defined benefit plan, and the Oregon Federation of Nurses and Health Professionals - Kaiser Foundation Health Plan Retirement Plan and Trust (OFNHP-KFHP RP&T), a defined contribution plan, as follows:

#### 1. DEFINED BENEFIT PLAN

Each Nurse will accrue both Credited Service (used to determine the amount of benefit) and Service (used to determine eligibility for vesting and early retirement) under the KPNPP. The KPNPP shall provide a monthly income commencing at age 65 of 1.45% of final average monthly compensation over the sixty highest consecutive months out of the last 120 of employment. For Participants as of 11/1/03 who had either elected or received only a defined contribution plan as of that time, Credited Service will be modified based on the following:

- a. Up to three (3) additional years of credited service will be credited over the next three years (2006, 2007, 2008) for eligible participants who are under 60 years of age or have less than 20 years of vesting service, or both, as of January 1, 2006 as follows: All employees with 20 or more scheduled hours per week earn double credited service (based on actual hours) in 2006, 2007, and 2008.
- b. Three (3) years of credited service will be credited immediately for eligible participants who are both age 60 or older, and have 20 years or more of vesting service as of January 1, 2006.
- c. Eligible participants are employees who were employed as of November 1, 2003 and still employed October 1, 2005 and were not in the defined benefit plan immediately before November 1, 2003.

#### 2. DEFINED CONTRIBUTION PLAN

The employer will also contribute to the OFNHP-KFHP RP&T

For each compensated hour 1.5% of Base Wage Rate

Contributions made to the OFNHP-KFHP RP&T will become 100% vested six (6) months from the Nurse's hire date.

## ARTICLE 21 - RETIREE HEALTH AND DENTAL BENEFITS

Employees hired on or before December 31, 1984 who are eligible for employer-paid health care benefits as an active employee at the time of retirement and who are:

- age 65 or older on their last day of employment, or
- younger than age 65, but age 55 or older and have fifteen (15) or more years of service on their last day of employment, or
- younger than age 55, and their age plus years of Service total seventy-five (75) or more on their last day of employment, shall receive employer-paid retiree health, prescription drug, vision and dental care benefits for themselves and their eligible dependents at the retiree's age 65, or later, if termination of employment occurs after age 65.

Employees hired on or after January 1, 1985 who are eligible for employer-paid health care benefits as an active employee at the time of retirement and who are:

- age 55 or older and have fifteen (15) or more years of Service on their last day of employment, or
- younger than age 55, and their age plus years of Service total seventy-five (75) or more on their last day of employment, shall receive employer-paid retiree health care and prescription drug benefits for themselves and their eligible dependents at the retiree's age 65, or later, if termination of employment occurs after age 65.

A year of Service is defined as any calendar year in which the employee is paid for 1,000 or more hours.

Current retirees and employees who meet the eligibility rules for retiree medical benefits described above on or before December 31, 1996 (although they may delay actual retirement until a later date) will receive benefits based on provisions in effect prior to

January 1, 1997 which include a one dollar (\$1.00) co-pay for each prescription purchase. The Employer will provide 100% of the plan cost.

Employees who meet the eligibility rules for retiree medical benefits described above on or after January 1, 1997 will receive benefits based on provisions in effect after December 31, 1996 which include a five dollar (\$5.00) co-pay for medical (and dental, if applicable) office visits and a five dollar (\$5.00) co-pay for each prescription purchase.

The Employer and retiree will each share one-half of the future retiree medical plan cost over the January 1, 1997 plan cost with the employee cost not exceeding 30% of the total plan cost. Coverage under the retiree medical plan will be provided through the Kaiser Permanente Medical Care Program (KPMCP). Retirees and eligible dependents who enroll in the retiree medical plan who are eligible for both Parts A and B of Medicare benefits to the KPMCP. If the retiree or dependent is eligible for Part A but not for Part B, or for Part B but not for Part A, the retiree and dependents must maintain the Medicare benefits for which the retiree and dependents are eligible and assign benefits thereunder. Failure to maintain and assign all Medicare benefits for which the retiree and dependents are eligible will relieve the Employer from its obligation to provide employer-paid retiree medical benefits.

If a retiree or dependent is not eligible for Parts A and B of Medicare, the Employer will provide a non-Medicare-coordinated coverage. If the current Medicare program is discontinued, substantially modified or replaced by a national health care program, these benefits will terminate; provided, however, that the retiree will be offered as an alternative a plan substantially equivalent to that provided the active Kaiser Permanente employees covered under this agreement.



If a retiree is not eligible for enrollment in the KPMCP due to residence outside of a Kaiser Permanente Service Area, the Employer will provide reimbursement for premiums paid for medical coverage provided by another carrier up to an amount equal to one-half the amount that the Employer would pay for the retiree and eligible dependents had they remained in the Northwest Region Service Area.

Employees hired on or before December 31, 1984 who are eligible to retire on or before December 31, 1996 and actually retire at age 65 or later will receive Employer reimbursement for the base rate premium paid to Social Security for their own and/or their eligible dependent Part B Medicare coverage if enrolled in the KPMCP.

Employees hired on or before December 31, 1984 who are eligible to retire after December 31, 1996 and actually retire at age 65 or later will receive Employer reimbursement for the base rate premium paid to Social Security for their own and/or their eligible dependent Part B Medicare coverage if enrolled in the KPMCP, not to exceed the base rate in effect on January 1, 1997.

Employees hired on or after January 1, 1985, and any employees who retire prior to age 65, will not receive Employer reimbursement for Part B Medicare premiums paid to Social Security.

Coverage described in this article will be provided for the life of the retiree and continue to a surviving spouse in the event of a retiree's death after benefits commence at age 65. Coverage for other eligible dependents will end when they no longer meet eligibility rules or upon the death of the retiree or surviving spouse. Reimbursements described above will be provided for during the life of the retiree.

Eligible dependents, for purposes of this article, include those dependents eligible for coverage under the employee's employer-paid medical plan on the last day of active employment.

## **ARTICLE 22 - TAX SHELTERED ANNUITY**

The Employer agrees to provide a tax sheltered annuity program for employees.

## **ARTICLE 23 - EDUCATION**

### **A. EDUCATION FUND**

1. The Employer recognizes the importance of continuing professional education and agrees to establish a fund to provide Nurses with the opportunity to participate in workshops, seminars and conferences that are relevant to the needs of the Nurse and to the health care needs of the Kaiser Permanente patients. The fund shall be available for programs not covered by the Employer's tuition reimbursement program or other educational programs. The total fund shall consist of the OFNHP Education Fund of \$44,660 in addition to the annual certification fund amount. The unused funds shall be rolled over on an annual basis. Acceptable continuing education programs shall
  - a. improve and increase the competence and skills of the practicing Nurse,
  - b. assist the Nurse in utilizing developments in research, nursing education and nursing practice,
  - c. assist the Nurse in defining and meeting changing needs and expectations of the patients in the population served by Kaiser Permanente
  - d. defray cost of nurses obtaining and maintaining National certifications.

2. To facilitate the equitable distribution and assure utilization of such funds in an appropriate manner, a Continuing Education Committee shall be established.

The Committee shall be composed of Nurses covered by this Agreement, and shall consist of six (6) members elected by the Registered Nurse Staff. Three (3) representatives shall be selected from the outpatient Nurses and three (3) representatives shall be selected from among the inpatient Nurses. The Employer shall appoint at least one (1), but no more than two (2) management representatives who shall serve as a regular member(s) of the committee and act as a resource, but shall have no vote in committee decisions.

3. Nurses who have been continuously employed for at least six (6) consecutive months shall be eligible to submit requests for education programs to the Committee. The Committee shall have the final authority to approve the disbursement of funds for programs, which do not require replacement time. For programs outside the previous guidelines, the Committee shall submit its recommendation to the appropriate Manager for final approval. All expenditures for which the Committee has final approval shall be submitted to the appropriate Manager a minimum of fifteen (15) days in advance of when the expense is to be incurred to assure timely disbursement of funds.
4. Records of all approved expenditures shall be kept by the Committee and shall be made available to the Employer upon request.
5. The Committee shall meet at regularly scheduled times and each Committee member shall be allowed a maximum of eight (8) hours paid time per quarter at the regular straight-time rate for the purpose of attending such meetings. The recording secretary will be paid the Registered Nurse wage for the purpose of record keeping and processing of request and shall be paid from the Education Fund. Payment to Committee members and the recording secretary shall not constitute time worked for any purpose under this Agreement, and meetings shall be scheduled at times so as not to conflict with routine duty assignments.

## B. EDUCATIONAL LEAVE

1. Nurses who have been in a regular status for at least six (6) consecutive months shall be entitled to three (3) paid educational days per year for the purposes of attending educational programs as outlined in this Article.
2. One (1) unpaid education day may be granted if the request is in writing.
3. For night shift employees, two (2) unpaid education days may be granted if the request is in writing.
4. Requests for paid educational leave shall be made in writing, setting forth the details, (i.e., dates, hours, subject, purpose for attending, etc.).
5. Final Approval by the appropriate Manager will be required where replacement time is needed.
6. The paid educational leave day shall not accrue from year to year except in any instance in which a Nurse makes application for use of the educational day for an acceptable education program and the time off cannot be granted. Nurses are expected to make application in a timely manner to facilitate the granting of time off.
7. Paid education days will be paid for the entire shift if taken on a normally scheduled workday. If the education day falls on a regularly scheduled day off, the actual hours of the class attended will be paid.
8. Educational leave days count in the computation of overtime but do not count in the determination of consecutive day pay.

### C. SHARING OF PROGRAM CONTENT

Employees who attend educational programs, as provided for in this Article, may be required to share program contents with other staff members as requested by the Employer.

### D. GUIDELINES FOR ACCEPTABLE CONTINUING EDUCATION PROGRAMS

Acceptable Continuing Education Programs shall assist to:

1. Acquire new knowledge and skills.
2. Update basic knowledge.
3. Make transition from one area of nursing practice to another.
4. Acquire greater depth of knowledge and skill in particular areas of nursing.
5. Change attitudes and values.
6. Implement concepts of change in an individual's practice and throughout the health care system.
7. Assume responsibility for personal and professional development.
8. Encourage improvement of abilities of other health care workers to meet specific needs of Health Plan members.
9. Promote and support innovation and creativity in health care services.

### E. ACLS, NRP, PALS INSTRUCTION

1. ACLS, NRP, PALS certification is a requirement of employment, as outlined in this Article, and applies to employees in ICU, PCU, 1NE, ER, PACU, ACU, UCC, L/D, SCN (2 South), Peds and Cardiac Treadmill/Pacemaker RNs.
2. The Employer will pay for the first two attempts at the certification exam, both tuition and wages for the time in the class and exam. If an Registered Nurse misses a regularly scheduled shift when taking the exam, the Registered Nurse will be compensated for the entire shift, rather than just the time in the exam.
3. For re-certification, the Employer will pay for the first two attempts to gain recertification. It is expected that a Registered Nurse will recertify every two (2) years. If the employee is not able to provide documentation of current certification they will be reassigned from that position to a comparable vacant position they are qualified for and their original position will be posted. If no vacant position exists for which they are qualified, they may be terminated.
4. The Employer will only pay for the "recertification" section of the test. The employee is free to use her/his education day and education fund to cover the cost of the full certification in excess of the recertification portion. If the Nurse Educator or Clinical Nurse Specialist along with the affected program Medical Director deems that there has been a significant change in the certification requirements, the Employer will announce to all affected Registered Nurses that the entire certification process will be covered for the next pass at recertification, rather than only the recertification portion of the process.
5. If a Registered Nurse fails to attend a scheduled certification/recertification attempt the Registered Nurse shall make up the class in the next available class.
6. The Employer will provide preparatory classes for Registered Nurses preparing for ACLS instruction. These classes will be offered at enough different times so as to be available to all Registered Nurses, and may be taken during paid time if the unit is able to release

the Registered Nurse for the class. However, no special arrangements will be made and staffing will not be increased to allow for such releases. There will be no compensation for classes taken during scheduled time off, nor will there be any charges to the employee for the preparatory classes.

7. There will be regular opportunities for ACLS, PALS, and NRP instruction and certification, either internal or external at the Employer's discretion. There will be regular opportunities for testing for PALS and NRP, either internal or external, at the Employer's discretion.
8. If the Employer cannot provide an internal or external certification or recertification instruction in a timely manner, the employee shall not be held accountable for meeting this condition of employment until the next available class that meets the instruction criteria.
9. New employees and transfers to the critical care and maternal child arena will have up to four (4) months to attend ACLS, NRP, and PALS instruction.
10. A Registered Nurse whose last class attendance expires while on leave of absence will be expected to attend recertification instruction by the second class opportunity or four (4) months after returning to work, whichever is longer.
11. Employees who do not gain ACLS certification will not, under normal circumstances, have the ability to function as the "Code Nurse" nor will they be able to travel with a critically ill patient in an ambulance. Employees who do not gain NRP certification will not, under normal circumstances, be assigned to the function of "241" Nurse from the Special Care Nursery.

## **CERTIFICATION REQUIREMENTS**

### **ACLS/PALS/NRP - COMMENTS**

2 per shift by 12/94:

ICU - PALS

1 per shift:

PCU

1NE

ER - By 01/01/02 for PALS

ACU

PACU - PALS 1 person on duty during normal operating hours

L&D

SCN - 241 staff

Peds

2 South

RN's in the Cardiology Department who perform treadmills and outpatient Pacemaker Clinic are required to have ACLS Certification.

## **F. INSERVICE EDUCATION**

The Employer shall establish In-service education programs for all RNs. Such programs may include courses in new concepts or innovations and techniques in providing patient care. Governance (oversight, budgeting, etc.) of RN Continuing Education, shall be integrated into LMP. This program shall be developed in Partnership by the ANLG to begin discussions for future implementation during the first quarter of 2006. All RNs shall have access to Education In-service and other forms of KP Continuing Education.

## **ARTICLE 24 - HEALTH AND SAFETY**

- A. The Employer agrees to make reasonable provisions for the safety and health of employees during the hours of their employment, to promptly review unsafe conditions brought to its attention, and to take whatever corrective action it determines to be necessary. The employees acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer. The Employer, the Union and the employees recognize their obligations and/or rights under Federal and State laws with respect to safety and health. In the event an employee believes an unsafe environmental condition exists, the employee shall immediately bring the situation to the attention of her/his supervisor. The employee may report the condition in writing to the Safety Officer and the Safety Committee Chairman, and the Employer will take whatever action it deems necessary to resolve the situation.
- B. Facility specific safety committees, with an equal number of Employer and employee representatives from major work activities will regularly make recommendations on how to eliminate hazards and unsafe work practices and to improve accident and illness prevention programs.
- C. The Employer shall give consideration to appropriate NIOSH recommendations specific to the purchase, installation and operation of Video Display Terminal (VDT) equipment. The Employer agrees to comply with all state and federal regulations related to the installation and utilization of VDTs.

## **ARTICLE 25 - EMPLOYEE TRANSFERS**

### **A. PERMANENT**

If an employee is accepted for transfer to another position, due consideration shall be given to the Employer's staffing requirements in determining the effective date of such transfer. The effective date of the transfer shall be mutually agreed upon between the employee and the releasing supervisor. It is the Employer's intent to effect transfers within ten (10) working days. A Director of Nursing or the appropriate Primary Care Service Area Manager/Specialty Service Manager may approve an earlier or later release date, depending on staffing needs. Transfers shall not be delayed more than thirty (30) calendar days except under unusual circumstances. In such cases, the Employer will notify the Union of the nature and reason for the delay. This provision shall not be used to deny or withhold a transfer from any employee.

### **B. TEMPORARY**

1. In the event staffing needs require that a Nurse be temporarily reassigned to another area or facility, it is the Employer's intent to reassign such Nurse to an area within her/his normal clinical area of experience in nursing practice to the extent possible. The Employer will request volunteers for such re-assignments prior to making the reassignment.
2. Each Nurse may advise the Employer of her/his areas of preference and the Employer will honor such preferences whenever staffing requirements permit.
3. It is the Employer's intent to provide adequate orientation for Nurses who are temporarily reassigned from their regular assignment. The Employer shall determine the content and length of such orientation based on individual needs of the Nurse.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

(Refer to National Agreement Section 1.L.1 and 1.L.2)

The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between employees and supervisors. Each party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. Issues may be resolved utilizing the Issue Resolution Process or the Grievance Procedure.

Some legitimate differences regarding interpretation and/or the application of this Agreement may, in fact, require a formal grievance process. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances. The Employer and the Union agree that all disputes will be settled as hereinafter provided. The parties also agree that there shall be no lockouts on the part of the Employer nor suspension of work on the part of the employees for the duration of the Agreement.

Any problems arising in connection with the application or interpretation of this Agreement may be submitted as a grievance by any employee or group of employees in accordance with the procedures provided in this Article. Class action grievances may be filed at step two.

The Employer and the Union agree that each shall have the right to file a grievance on their own behalf regarding problems that may arise regarding interpretation or application of the Agreement. All grievances shall be submitted in writing and explicitly cite the Article allegedly violated and the requested remedy. All grievances and related requests for review shall be signed by the Grievant or union representative.

Grievances, requests for review and decisions shall be delivered in person or by U.S. mail to the appropriate management representative, Grievant and Union representative. In the event of a question as to the timeliness of any mailed grievance step or response, the postmark will indicate the end of one step or response and the date of receipt will mark the beginning of the next step or response. If the response is by electronic mail, the date the response was sent will mark the beginning of the next step or process.

Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

The time limits contained in this procedure may be extended by mutual, written agreement of the Employer and the Union. If the Grievant or union representative fails to file an appeal within the time limit provided, the grievance will be deemed to have been resolved by the decision at the prior step. If the Employer fails to maintain the time limits provided, the Union representative may advance the grievance to the next step.

The Grievant and the Union steward participating in the grievance and arbitration meetings shall not lose pay associated with regular scheduled work hours for time spent in meetings unless there are "class action" grievances involving more than one Grievant, in which case the parties shall mutually agree on pay issues. Witnesses may be asked to appear at grievance meetings without loss of pay by mutual agreement. Meetings held in accordance with the steps provided in the following procedure shall be scheduled at mutually agreed upon times.

## STEP 1

It is the intent of the parties that grievances be adjusted informally and/or at the first level of supervision whenever possible. Settlements reached at step one of the grievance procedure shall not be precedent setting for future similar or dissimilar cases unless specifically agreed to. If an employee has a grievance, she/he shall present it on the appropriate form to the immediate supervisor within 15 calendar days from when the employee became aware of the event from which the grievance arose. The grievance shall contain a statement of the issue being grieved, identification of the contract provision violated and a proposed resolution. The immediate supervisor shall meet with the Grievant and representative within 10 calendar days of the receipt of the grievance and attempt to resolve the grievance. The immediate supervisor or a steward for a Management grievance shall give a written decision to the Grievant, with a copy to the union, within 10 calendar days after the meeting (steward to supervisor if management grievance). If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within 10 calendar days after receipt of step 1 response.

## STEP 2

The Human Resources Consultant or designee, and the appropriate department or area manager shall meet with a Union representative and the Grievant within 10 calendar days of receipt of the appeal to attempt to resolve the grievance. Termination grievances may be filed initially at step 2. The Human Resources Consultant (Union representative if Employer grievance) shall give a written decision to the Union representative within ten calendar days after the meeting.

If the grievance is not resolved at step 2, the Union or Employer shall have fifteen calendar days after receipt of the step 2 response to notify the other party of its intent to advance the grievance either to mediation or to Issue Resolution.

## MEDIATION/ISSUE RESOLUTION

A. Grievances not resolved at step 2 may be referred to a mediator or to Issue Resolution (Issue Resolution cannot be used for Corrective Action challenges).

A mediator or Issue Resolution Facilitator will be scheduled within 30 days of the request. The mediator will be the next arbitrator in alphabetical order from the arbitration panel. Issue Resolution Facilitator will be requested from Human Resource Education. A facilitator will not be assigned who has responsibility for work area or contract administration.

B. The expenses and fees of the mediator shall be shared equally by the parties.

C. Attendance at mediation sessions shall be limited to the following:

1. Union: Spokesperson, Assigned Union Representative, Grievant
2. Employer: Spokesperson - Labor Relations Representative, Human Resources Consultant, Supervisor/Department Head or Designee
3. Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
4. Witnesses: By mutual agreement, witnesses may be present who offer critical information regarding the dispute.

D. Neither attorneys, court reporters, note takers, nor recording devices shall be allowed to be present at the proceedings. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be presented in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.

- E. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.
- F. If a settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance might be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The mediator's opinion shall be given to both parties orally including reasons supporting the decision.
- G. The mediator's verbal opinion may be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.
- H. If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
- I. If the grievance is arbitrated, the mediator shall not serve as the arbitrator. Neither the discussions nor the mediator's opinion will be admissible in a subsequent arbitration proceeding.
- J. If the mediation is scheduled during the Grievant's shift, the Grievant will be permitted to be present, without loss of pay. Union observers may request time off for Union leave without pay.

## ARBITRATION

(Note: Mediation or Issue Resolution must be requested before arbitration is requested.)

Within ten calendar days following receipt of a notice of intent to arbitrate, the parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the parties may avoid the use of any arbitrator. Either party may avoid the use of one arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.

The parties by mutual agreement may use an expedited arbitration procedure.

The arbitrator shall hold the hearing in a convenient location as agreed to by the parties. The hearing shall commence within twenty-one days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty days following the close of the hearing or the submission of briefs, whichever is later. The decision of the arbitrator shall be in writing and set forth findings of fact, reasoning and conclusions on the issue(s) submitted.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

The arbitrator shall not, without written agreement of the parties, be authorized to add to, detract from or in any way alter the provisions of the Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

The arbitrator's pay and all incidental expenses of the arbitration shall be borne equally by the parties. However, each party shall bear the expense of presenting its own case.



If the grieving party believes there are specific documents or information in existence that are pertinent to the resolution of the grievance, that have not been presented, the Grievant may request such documentation. No violation of another's right to privacy shall occur.

The parties shall meet immediately after the execution date of the Agreement to mutually agree on 10 (ten) arbitrators who will serve as a panel during the term of the Agreement. If the parties cannot reach mutual agreement, each party shall select 4 (four) arbitrators for the panel and the parties will reach mutual agreement on the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) panel members. If the parties cannot reach mutual agreement on the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) panel members, a list shall be solicited from the Federal Mediation and Conciliation Service (FMCS). The FMCS will be requested to submit a list that does not contain any of the eight (8) previously selected panel members. Selection of the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) panel members will be made from that list either by mutual agreement or by alternately striking names until two are left. The first party to strike a name will be determined by the flip of a coin.

## **ARTICLE 27 - CORRECTIVE ACTION**

### **Note: Please refer to the National Agreement Section 1.L.1(a)**

1. The goal of Corrective Action is to correct performance or conduct/behavior deficiencies, rather than to punish employees. In that spirit, the Employer and Union agree to work together to identify problems and craft solutions. This may include the use of other employees as mentors as is mutually agreed appropriate.
2. The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.
3. An Employee shall have the right, and shall be informed thereof, to have a Union representative accompany him/her to any meeting which could result in Corrective Action, and to participate in the joint discovery process.
4. Corrective Action shall be for just cause only and will embody the principle of progressive discipline, where the Employer reserves the right to determine the appropriate level of Corrective Action. However, the Employer acknowledges that prior to making a decision, the Employer shall engage in joint decision-making with the Union and consider utilizing the Issue Resolution Procedure where appropriate.
5. Definition: Corrective Action (the parties agree to refer to the Labor Management Partnership's *Issue Resolution and Corrective Action, User's Guide and Toolkit* for guidance during the Corrective Action process).

The Problem Solving phase of the process:

Level 1: Initial Discussion

Level 2: Develop Action Plan

The Formal Disciplinary phase of the process:

Level 3: Corrective Action Plan

Level 4: Day of Decision

Level 5: Termination

6. A copy of the written Corrective Action, no matter what Level shall be provided to the Union office upon completion. The employee is required to sign such a notice to acknowledge receipt.
7. If the Employee disagrees with the Corrective Action administered, he/she may pursue the matter through the contractual grievance procedure.

## **ARTICLE 28 - PERSONNEL FILES**

- A. The Employer shall maintain one (1) official personnel file and one (1) supervisory file for each employee which shall include performance evaluations written disciplinary notices and documentation of the employee's performance. Each Employee, or her/his designee in writing, shall have the right to review the contents of her/his Personnel File and supervisory file and obtain copies from the file. The Employee shall make an appointment on her/his own time to review the file and shall have at least thirty (30) minutes to inspect the file. An Employee may include in her/his Personnel File and supervisory file any material relevant to her/his employment, upon review by the Employer.
- B. If there is any discipline, which is grieved, and the Union has been denied the right of inspection of any materials related to the discipline, these may not be utilized in any step of the grievance procedure.
- C. The employee shall receive copies of all written disciplinary notices and documentation of employee counseling sessions placed in the Personnel File. Employees shall have the right to respond in writing to any written disciplinary notices and documentation of employee counseling sessions in their Personnel File and have that response attached to the relevant material.
- D. In the event that a disciplinary notice is referred to mediation or arbitration, a copy of such decision shall be incorporated in the Employee's Personnel File providing that such notice is upheld.
- E. Written disciplinary notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date on issuance, except when there are other materials of the same or related nature in which case all related notices and documentation of employee counseling sessions shall be invalid after a period of one (1) year from the date of the most recent related material. These written disciplinary notices and documentation of employee counseling sessions shall be removed from the supervisory file upon employee requests. These materials will be deposited in the official personnel file.

## **ARTICLE 29 - EVALUATIONS**

- A. The Employer maintains the right to evaluate the job performance of Registered Nurses on an on-going basis. Performance reviews will be conducted at least once per year. Evaluations are for constructive employee development and will be used for documentation of job performance. Employees shall be given an opportunity to read the performance evaluation and may attach any relevant comments to the evaluation prior to its placement in the employee's personnel file. The employee shall sign the evaluation to signify that she/he has read it, and shall receive a copy of the signed evaluation. Evaluations will not be used in place of discipline, but may be used in conjunction with the disciplinary process.
- B. The evaluation of each employee will include the input of two Registered Nurses selected by the employee. The Employer may solicit input from members of the employee's work team or other Registered Nurses concerning general work performance.

## **ARTICLE 30 - PROBATIONARY PERIOD**

Regular, short-hour, temporary and on-call employees shall be considered probationary during the first one hundred and eighty (180) calendar days of their employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

The current employee who moves into a new RN graduate position will have 500 work hours of probation. These probationary employees will have a review involving a manager, preceptor and union representative every 30 days for the length of the probationary period. Failure to succeed the probationary period will result in automatic referral to HR to explore other employment opportunities. Current qualified KPNW employees with good work and attendance records and positive evaluations who apply for new graduate positions will be hired over external applicants.

## **ARTICLE 31 - ORIENTATION**

- A. New employees shall receive orientation to her/his facility and area of work. Prior to completion of orientation in a patient care area or department, she/he will not be considered part of the normal staffing complement of the patient care area or department.
- B. The orientation will be individualized according to the employee's previous experience and familiarity with patient care area or department. Input from the employee will be considered.
- C. The Employer shall consider recommendations from the Professional Forums regarding the content and means of evaluating the orientation.

## **ARTICLE 32 - MANAGEMENT RIGHTS**

The Employer retains all rights and authority that it had prior to the execution of this Agreement, except as specifically abridged by any expressed provision(s) of this Agreement.

## **ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM**

Employees shall have a certified Employee Assistance Program available to them for use at their own initiative. The program shall have a service available that provides commonly accepted forms of assistance for work-related or personal health or emotional and other problems arising from any source.

Objective: The objective of the program recognizes the value and contribution of current and continuing employees and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the employee's work.

### **Troubled Employees**

The Employer recognizes alcoholism, drug abuse and emotional problems as illnesses that are treatable. An employee's request for assistance under the Employee Assistance Program, will not jeopardize their employment, job rights, or job security. The program is intended for assistance and rehabilitation of employees as a better course than discipline or discharge. An employee may be referred to the program by a supervisor or Union representative.

Confidentiality of all parties shall be strictly maintained.

#### **ARTICLE 34 - SAVINGS CLAUSE**

If any portion of this Agreement is, or shall at any time be, contrary to law as adjudged by the court having appropriate jurisdiction, then such provision shall not be applicable, performed, or enforced except to the extent permitted by law. If any portion of this Agreement is found to be in conflict with the laws of the State of Oregon or the State of Washington or the United States, the remaining provision of this Agreement shall remain in full force and effect.

#### **ARTICLE 35 - TERM OF AGREEMENT**


This Agreement shall be effective on its execution date and shall continue in full force and effect to and including September 30, 2021 and shall continue in effect from year to year thereafter unless terminated by written prior notice served by either party ninety (90) days prior to the termination date then in effect.

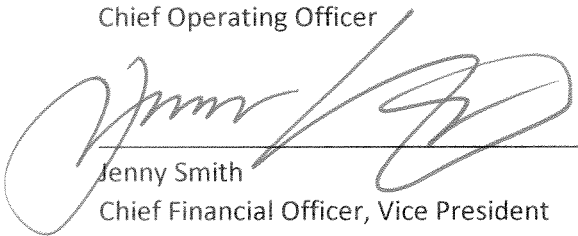
In witness whereof, the parties hereto have executed this Agreement this 30<sup>th</sup> day of September 2018.

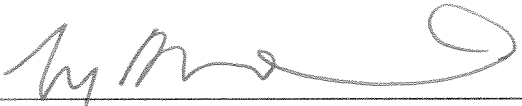
For the Employer:

Kaiser Foundation Hospitals and Kaiser  
Foundation Health Plan of the Northwest

  
\_\_\_\_\_  
Ruth Williams-Brinkley  
Regional President

  
\_\_\_\_\_  
Wendy Watson  
Chief Operating Officer


  
\_\_\_\_\_  
Jenny Smith  
Chief Financial Officer, Vice President

  
\_\_\_\_\_  
Maya Fitas  
Interim Vice President, Human Resources

  
\_\_\_\_\_  
Robert Sokol  
Director, Employee & Labor Relations

For the Union:

Oregon Federation of Nurses and Health  
Professionals, Local 5017  
AFT, AFL-CIO

  
\_\_\_\_\_  
Adrienne Enghouse, President

## APPENDIX A

### 25 YEAR STEP (effective 10/1/18):

- Employees who are at Step 11 with 20 years or more of experience, 5 of which are at KP, and who have been at Step 11 for 5 years will be granted a 2.5% 25-year longevity step.

### RN72

1449 RN, OPD TEAM LED, OFN  
 1452 RN, INPAT, CHARGE, OFN  
 3228 NURSE, PUBLIC HLTH LEAD- INFUS  
 3300 RN TEAM LEAD OFN-DUAL BLS  
 3302 RN, INPAT CHARGE OFN-DUAL  
 3318 RN, OPD TEAM LEAD OFN-DUAL  
 3845 RN, REGIONAL ADVICE CHARGE  
 4030 NURSE, TEAM LEAD-HOME HEALTH  
 4124 CASE MGR TEAM LEAD RN-BLS  
 4162 CASE MGR TEAM LEAD RN-DUAL  
 4309 NURSE, TEAM LEAD-HOSP/PALL  
 4338 CASE MGR TEAM LEAD-GEN SURG  
 3863 SPEC, CLINICAL INFORMATICS [See LOU, 2/2010]

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	40.08	41.13	42.30
02	12	1,000	41.52	42.61	43.83
03	24	2,000	43.03	44.16	45.42
04	36	3,000	44.52	45.69	47.00
05	48	4,000	46.09	47.30	48.66
06	60	5,000	47.87	49.13	50.54
07	96	8,000	49.68	50.99	52.46
08	120	10,000	51.59	52.95	54.48
09	180	15,000	53.59	55.01	56.60
10	192	16,000	55.13	56.59	58.23
11	240	20,000	56.72	58.22	59.91
12	LONGEVITY STEP		58.09	59.63	61.36

**RN73**

1451	RN, INPATIENT, OFN	5128	CASE MGR, RN-MH
3301	RN, INPATIENT, OFN-DUAL	2456	COORD, ADULT FSTR HOME CARE
1448	RN, OUTPAT OFN	0953	NURSE, PUBLIC HLTH
3299	RN, OUTPAT OFN-DUAL	4011	NURSE, PUBLIC HLTH-HOSP & PALL
3304	RN, OUTPAT OFN-DUAL-PHARM	1707	NURSE, PUBLIC HLTH-INFUS
4876	RN, PERITONEAL DIALYSIS	4379	NURSE, PUBLIC HLTH-PALL/ONC
3844	RN, REGIONAL ADVICE	0960	NURSE, RESOURCE-HH
5268	RN GRAD, EMER DEPT	4775	CLINICAL RN NAVIGATOR, OHSU
4489	RN GRAD, INPT	4286	RN NAVIGATOR
4439	RN GRAD, OUTPT-PART 1	4605	RN NAVIGATOR, HEAD-NECK CANCER
5254	RN GRAD, OUTPT-PART 2	4935	RN NAVIGATOR-SPINE CENTER
2387	CASE MGR, CHF-OFN [See LOU, 09/2018]	4888	RN, ADVICE - HOSPICE_PALL CARE
1684	CASE MGR, HIGH RISK OB/GYN	4870	RN, HOME HEALTH ACCESS
4337	CASE MGR, RN GEN SURG-DUAL BLS	4871	RN, HOSPICE/PALL CARE ACCESS
4161	CASE MGR, RN-DUAL	2013	RN, IMAGING SVCS CATH LAB
4120	CASE MGR, RN-DUAL BLS		

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	38.03	39.08	40.25
02	12	1,000	39.47	40.56	41.78
03	24	2,000	40.98	42.11	43.37
04	36	3,000	42.47	43.64	44.95
05	48	4,000	44.04	45.25	46.61
06	60	5,000	45.82	47.08	48.49
07	96	8,000	47.63	48.94	50.41
08	120	10,000	49.54	50.90	52.43
09	180	15,000	51.54	52.96	54.55
10	192	16,000	53.08	54.54	56.18
11	240	20,000	54.67	56.17	57.86
12	LONGEVITY STEP		56.04	57.58	59.31

**RN74**

2443 RN, FIRST ASSIST  
 4411 RN, FIRST ASSIST-AMB SURGERY

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	41.83	42.98	44.27
02	12	1,000	43.42	44.61	45.95
03	24	2,000	45.08	46.32	47.71
04	36	3,000	46.72	48.00	49.44
05	48	4,000	48.44	49.77	51.26
06	60	5,000	50.40	51.79	53.34
07	96	8,000	52.39	53.83	55.44
08	120	10,000	54.49	55.99	57.67
09	180	15,000	56.69	58.25	60.00
10	192	16,000	58.39	60.00	61.80
11	240	20,000	60.14	61.79	63.64
12	LONGEVITY STEP		61.64	63.34	65.24

**RN76**

1678 NURSE, WOUND/OSTOMY/CONT-CCS  
 3065 TRAINER, TELEPHONE ADVICE NRS  
 4326 SPEC, CLINICAL DOC IMPROVEMENT  
 4762 NURSE, PUBLIC HLTH/CWO CN-CCS

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	42.08	43.24	44.54
02	12	1,000	43.60	44.80	46.14
03	24	2,000	45.18	46.42	47.81
04	36	3,000	46.75	48.04	49.48
05	48	4,000	48.39	49.72	51.21
06	60	5,000	50.26	51.64	53.19
07	96	8,000	52.16	53.59	55.20
08	120	10,000	54.17	55.66	57.33
09	180	15,000	56.27	57.82	59.55
10	192	16,000	57.89	59.48	61.26
11	240	20,000	59.56	61.20	63.04
12	LONGEVITY STEP		61.05	62.73	64.61



**RN79**

5179 RN, INPATIENT, OFN WMC PM SHIFT

[See LOU, 02/2017]

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	43.73	44.94	46.29
02	12	1,000	45.39	46.64	48.05
03	24	2,000	47.13	48.43	49.88
04	36	3,000	48.84	50.19	51.69
05	48	4,000	50.65	52.04	53.60
06	60	5,000	52.69	54.14	55.76
07	96	8,000	54.77	56.28	57.97
08	120	10,000	56.97	58.54	60.29
09	180	15,000	59.27	60.90	62.73
10	192	16,000	61.04	62.72	64.61
11	240	20,000	62.87	64.60	66.54
12	LONGEVITY STEP		64.45	66.22	68.21

**RN86**

4405 LEAD, RNFA

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	43.88	45.03	46.32
02	12	1,000	45.47	46.66	48.00
03	24	2,000	47.13	48.37	49.76
04	36	3,000	48.77	50.05	51.49
05	48	4,000	50.49	51.82	53.31
06	60	5,000	52.45	53.84	55.39
07	96	8,000	54.44	55.88	57.49
08	120	10,000	56.54	58.04	59.72
09	180	15,000	58.74	60.30	62.05
10	192	16,000	60.44	62.05	63.85
11	240	20,000	62.19	63.84	65.69
12	LONGEVITY STEP		63.69	65.39	67.29

**RN87**

4651 RN, OUTPAT DUAL (BL)  
 4960 CASE MGR, RN-DUAL BLS (BL)  
 [See LOU, 10/2013]

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	39.18	40.23	41.40
02	12	1,000	40.62	41.71	42.93
03	24	2,000	42.13	43.26	44.52
04	36	3,000	43.62	44.79	46.10
05	48	4,000	45.19	46.40	47.76
06	60	5,000	46.97	48.23	49.64
07	96	8,000	48.78	50.09	51.56
08	120	10,000	50.69	52.05	53.58
09	180	15,000	52.69	54.11	55.70
10	192	16,000	54.23	55.69	57.33
11	240	20,000	55.82	57.32	59.01
12	LONGEVITY STEP		57.19	58.73	60.46

**RN88**

4652 RN, TEAM LEAD OUTPAT DUAL (BL)  
 [See LOU, 10/2013]

STEP	MOS	HRS	10/1/2018 (3%)	10/1/2019 (2.75%)	10/1/2020 (3%)
01	0	0	41.23	42.28	43.45
02	12	1,000	42.67	43.76	44.98
03	24	2,000	44.18	45.31	46.57
04	36	3,000	45.67	46.84	48.15
05	48	4,000	47.24	48.45	49.81
06	60	5,000	49.02	50.28	51.69
07	96	8,000	50.83	52.14	53.61
08	120	10,000	52.74	54.10	55.63
09	180	15,000	54.74	56.16	57.75
10	192	16,000	56.28	57.74	59.38
11	240	20,000	57.87	59.37	61.06
12	LONGEVITY STEP		59.24	60.78	62.51

## APPENDIX A

### HOURLY DIFFERENTIALS

<b>DIFFERENTIAL:</b>	<b>RATE PER HOUR:</b>
In-Lieu-of-Benefits	\$1.10 Inpatient RN
(For short-hour, temporary & on-call RN's ineligible to receive benefits)	\$1.063 Outpatient RN
Standby – Regular	\$3.03
Standby – Recognized Holiday	\$7.16
Evening Shift	\$1.18 Outpatient
Evening Shift	\$2.69 Inpatient
Night Shift	\$2.38 Outpatient
Night Shift	\$5.38 Inpatient
RN, TL/CN	\$2.05 (Differential built into salary scale RN72)

### HOURLY ADD-ONS 7/70 EMPLOYEES

Add-ons for compensated hours in-lieu-of vacation and holiday based on existing formula.

## **APPENDIX B**

### **Inconsistent Pay Practices**

Parties agree that the practice of paying time and a half for those employees working less than 40 hours while attending meetings/training before they work 40 hours should be discontinued. The timing of the change in practice will be phased in over the next 6 months.

## APPENDIX C

### ACCRETION AGREEMENT

Kaiser Foundation Hospitals  
and  
Kaiser Foundation Health Plan of the Northwest  
and  
Oregon Federation of Nurses and Health Professionals

#### **Congestive Heart Failure Nurses**

The Employer and Union agree to the following:

Representation of the Congestive Heart Failure (CHF) RN's, by the Union, will commence on 02/02/2000. The CHF RN's will be covered under the provisions of the OFNHP-Nursing Collective Bargaining Agreement. The following exceptions and additions, which are applicable to their group only, are as follows:

1. The job title, "Case Manager, Congestive Heart Failure", will be added to the OFNHP-Nursing Outpatient Bargaining Unit.
2. Wages  
The CHF nurses will remain on the merit NS/RM grade 14 wage scale at their current wages. Their future placement on the scale will be determined by the merit wage placement process. This process is not open to negotiations, although the Employer and Union may negotiate over whether the nurses remain on the merit program or some other determinative system for wage placement such as a step placement program. While the nurses remain on their current merit system for determining wage placement wages are not an item of negotiation between Employer and Union.
3. Health and Welfare Benefits  
Beverly Ashley and Gail Nelson will continue to receive their Health and Welfare benefits through the KP Select Program. They will also continue to be covered under the Paid Time Off program which is included as part of KP Select. Management retains the right to make unilateral changes in the KP Select program without the obligation to negotiate these changes with the Union. However, the Employer and the Union may negotiate over the employees' future inclusion or exclusion in this program. Julie Wellman will continue to receive the health and welfare benefits as described in the collective bargaining agreement.
4. Pension Benefits  
Beverly Ashley and Gail Nelson will continue to receive their current pension benefits. These are the same as provided for all exempt non-union employees and include plan A and B as well as TSA access. The terms of the pension benefits may be unilaterally changed by the Employer without the necessity to bargain those change with the Union.

However, the Employer and Union may negotiate over the future inclusion or exclusion of the above employees in the exempt, non-union, pension benefit program. Julie Wellman will continue to receive the pension benefits as described in the collective bargaining agreement.

5. Seniority

Julie Wellman will receive seniority credit for hours worked and paid as a CHF Case Manager per the collective bargaining agreement language.

Beverly Ashley will receive 40 hours per week of seniority credit for all time worked as a CHF Case Manager up through 12/31/99, for the current seniority list. After this, seniority credit will be given for all hours paid as a CHF Case Manager. Beverly's name will be added to the seniority list by hand.

Gail Nelson will receive 40 hours per week of seniority credit for all time worked as a CHF Case Manager up through 12/31/99. This will be added to the most recent seniority count for her, contained in the published seniority list. This number will constitute her current seniority count. In the future, seniority credit will be given for all hours paid as a CHF Case Manager and her name will be added to the seniority list by hand.

6. Exempt Status

The CHF Case Managers will function as exempt employees.

7. Overtime Pay

In consideration of their exempt status, the CHF Case Managers will not be covered by any of the overtime provisions and language, as contained in the collective bargaining agreement.

8. Standby

In consideration of their exempt status, the CHF Case Managers will not be covered by any of the standby provisions and language, as contained in the collective bargaining agreement.

9. Scheduling

The CHF Case Managers will continue their usual scheduling and time management practices, and include the newest member, Julie Wellman, in these practices.

AGREED:

For the Employer

For the Union:

s/Creighton Young  
Creighton Young  
Senior Human Resources Consultant

s/Katherine R. Schmidt  
Kathy Schmidt, R.N.  
President, OFNHP

Date: 3/2/00

Date: 3/14/00

## APPENDIX D

### 7/70 Scheduling System Guarantee

The 7/70 scheduling system is a guaranteed option in all hospitals and call centers throughout the term of the agreement.

**APPENDIX E**

**TIME OFF REQUESTS (INPATIENT)  
2005-2010 SCHEDULING DATES**

**2005 SCHEDULING DATES**

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<b>SCHEDULING DATES 2005</b>	<b>TIIME OFFS &amp; PRESCHEDULE DUE</b>	<b>SCHEDULES MAILED</b>	<b>HOTLINE AVAILABILITY DUE</b>
<b>09/11/05-10/08</b>	11-Aug	25-Aug	28-Aug
<b>10/09-11/05</b>	8-Sept	22-Sept	25-Sept
<b>11/06-12/03</b>	6-Oct	20-Oct	23-Oct
<b>12/04-12/31/05</b>	03-Nov	17-Nov	20-Nov

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**APPENDIX E**

**TIME OFF REQUESTS (INPATIENT)  
2005-2010 SCHEDULING DATES**

**2006 SCHEDULING DATES**

<b>SCHEDULING DATES 2006</b>	<b>TIIME OFFS &amp; PRESCHEDULE DUE</b>	<b>SCHEDULES MAILED</b>	<b>HOTLINE AVAILABILITY DUE</b>	<b>REDLINE CALL WEEK</b>
<b>01/01/06-01/28</b>	2-Dec	16-Dec	19-Dec	26-Dec
<b>01/29-02/25</b>	30-Dec	13-Jan	16-Jan	23-Jan
<b>02/26-03/25</b>	27-Jan	10-Feb	13-Feb	20-Feb
<b>03/26-04/22</b>	24-Feb	10-Mar	13-Mar	20-Mar
<b>04/23-05/20</b>	24-Mar	7-Apr	10-Apr	17-Apr
<b>05/21-06/17</b>	21-Apr	5-May	8-May	15-May
<b>06/18-07/15</b>	19-May	2-Jun	5-Jun	12-Jun
<b>07/16-08/12</b>	16-Jun	30-Jun	3-Jul	10-Jul
<b>08/13-09/09</b>	14-Jul	28-Jul	31-Jul	7-Aug
<b>09/10-10/07</b>	11-Aug	25-Aug	28-Aug	4-Sep
<b>10/08-11/04</b>	8-Sep	22-Sep	25-Sep	2-Oct
<b>11/05-12/02</b>	6-Oct	20-Oct	23-Oct	30-Oct
<b>12/03-12/30/06</b>	3-Nov	17-Nov	20-Nov	27-Nov

**APPENDIX E**

**TIME OFF REQUESTS (INPATIENT)  
2005-2010 SCHEDULING DATES**

**2007 SCHEDULING DATES**

<b>SCHEDULING DATES 2007</b>	<b>TIIME OFFS &amp; PRESCHEDULE DUE</b>	<b>SCHEDULES MAILED</b>	<b>HOTLINE AVAILABILITY DUE</b>	<b>REDLINE CALL WEEK</b>
<b>12/31/06-01/27</b>	1-Dec	15-Dec	18-Dec	25-Dec
<b>01/28-02/24</b>	29-Dec	12-Jan	15-Jan	22-Jan
<b>02/25-03/24</b>	26-Jan	9-Feb	12-Feb	19-Feb
<b>03/25-04/21</b>	23-Feb	9-Mar	12-Mar	19-Mar
<b>04/22-05/19</b>	23-Mar	6-Apr	9-Apr	16-Apr
<b>05/20-06/16</b>	20-Apr	4-May	7-May	14-May
<b>06/17-07/14</b>	18-May	1-Jun	4-Jun	11-Jun
<b>07/15-08/11</b>	15-Jun	29-Jun	2-Jul	9-Jul
<b>08/12-09/08</b>	13-Jul	27-Jul	30-Jul	6-Aug
<b>09/09-10/06</b>	10-Aug	24-Aug	27-Aug	3-Sep
<b>10/07-11/03</b>	7-Sep	21-Sep	24-Sep	1-Oct
<b>11/04-12/01</b>	5-Oct	19-Oct	22-Oct	29-Oct
<b>12/02-12/29</b>	2-Nov	16-Nov	19-Nov	26-Nov

**APPENDIX E**

**TIME OFF REQUESTS (INPATIENT)  
2005-2010 SCHEDULING DATES**

**2008 SCHEDULING DATES**

<b>SCHEDULING DATES 2008</b>	<b>TIIME OFFS &amp; PRESCHEDULE DUE</b>	<b>SCHEDULES MAILED</b>	<b>HOTLINE AVAILABILITY DUE</b>	<b>REDLINE CALL WEEK</b>
<b>12/30/07-01/26</b>	30-Nov	14-Dec	17-Dec	24-Dec
<b>01/27-02/23</b>	28-Dec	11-Jan	14-Jan	21-Jan
<b>02/24-03/22</b>	25-Jan	8-Feb	11-Feb	18-Feb
<b>03/23-04/19</b>	22-Feb	7-Mar	10-Mar	17-Mar
<b>04/20-05/17</b>	21-Mar	4-Apr	7-Apr	14-Apr
<b>05/18-06/14</b>	18-Apr	2-May	5-May	12-May
<b>06/15-07/12</b>	16-May	30-May	2-Jun	9-Jun
<b>07/13-08/09</b>	13-Jun	27-Jun	30-Jun	7-Jul
<b>08/10-09/06</b>	11-Jul	25-Jul	28-Jul	4-Aug
<b>09/07-10/04</b>	8-Aug	22-Aug	25-Aug	1-Sep
<b>10/05-11/01</b>	5-Sep	19-Sep	22-Sep	29-Sep
<b>11/02-11/29</b>	3-Oct	17-Oct	20-Oct	27-Oct
<b>11/30-12/27</b>	31-Oct	14-Nov	17-Nov	24-Nov

## APPENDIX E

### TIME OFF REQUESTS (INPATIENT) 2005-2010 SCHEDULING DATES

#### 2009 SCHEDULING DATES

SCHEDULING DATES 2009	TIME OFFS & PRESCHEDULE DUE	SCHEDULES MAILED	HOTLINE AVAILABILITY DUE	REDLINE CALL WEEK
12/28/08-01/24	28-Nov	12-Dec	15-Dec	22-Dec
01/25-02/21	26-Dec	9-Jan	12-Jan	19-Jan
02/22-03/21	23-Jan	6-Feb	9-Feb	16-Feb
03/22-04/18	20-Feb	6-Mar	9-Mar	16-Mar
04/19-05/16	20-Mar	3-Apr	6-Apr	13-Apr
05/17-06/13	17-Apr	1-May	4-May	11-May
06/14-07/11	15-May	29-May	1-Jun	8-Jun
07/12-08/08	12-Jun	26-Jun	29-Jun	6-Jul
08/09-09/05	10-Jul	24-Jul	27-Jul	3-Aug
09/06-10/03	7-Aug	21-Aug	24-Aug	31-Aug
10/04-10/31	4-Sep	18-Sep	21-Sep	28-Sep
11/1-11/28	2-Oct	16-Oct	19-Oct	26-Oct
11/29-12/26	30-Oct	13-Nov	16-Nov	23-Nov

## APPENDIX E

### TIME OFF REQUESTS (INPATIENT) 2005-2010 SCHEDULING DATES

#### 2010 SCHEDULING DATES

SCHEDULING DATES 2010	TIME OFFS & PRESCHEDULE DUE	SCHEDULES MAILED	HOTLINE AVAILABILITY DUE	REDLINE CALL WEEK
12/27/09-01/23	27-Nov	11-Dec	14-Dec	21-Dec
01/24-02/20	25-Dec	8-Jan	11-Jan	18-Jan
02/21-03/20	22-Jan	5-Feb	8-Feb	15-Feb
03/21-04/17	19-Feb	5-Mar	8-Mar	15-Mar
04/18-05/15	19-Mar	2-Apr	5-Apr	12-Apr
05/16-06/12	16-Apr	30-Apr	3-May	10-May
06/13-07/10	14-May	28-May	31-May	7-Jun
07/11-08/07	11-Jun	25-Jun	28-Jun	5-Jul
08/08-09/04	9-Jul	23-Jul	26-Jul	2-Aug
09/05-10/2	6-Aug	20-Aug	23-Aug	30-Aug
10/3-10/30	3-Sep	17-Sep	20-Sep	27-Sep
10/31-11/27	1-Oct	15-Oct	18-Oct	25-Oct
11/28-12/25	29-Oct	12-Nov	15-Nov	22-Nov

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## APPENDIX F.1 Proposal for R.N. Preceptor Differential

April 5, 1999

Ms. Helen Moss  
Oregon Federation of Nurses  
and Health Care Professionals  
P. O. Box 1566  
Clackamas, OR 97015

Re: **Proposal for R.N. Preceptor Differential**

Dear Ms. Moss:

The purpose of this letter is to clarify our agreement regarding the R.N. Preceptor Differential as indicated below:

### **Goal**

To provide a financial incentive/reward to staff with strong clinical and preceptor skills, who accept the additional responsibility and workload of precepting novices on their units. The differential is proposed at this time due to the increased volume of preceptor needs throughout the nursing units.

### **Eligibility for Preceptor Differential**

1. Inpatient Registered Nurses working at Sunnyside Hospital. This includes IV Therapy Nurses.
2. Must have attended an approved (by Staff Development) preceptor training course within the last three (3) years; for renewals, must have attended a preceptor update in the last three (3) years.
3. Must be a designated preceptor assignment, per the Manager. Examples of designated preceptor experiences:
  - New R.N. Program (3N, 2N)
  - Cross-trainings and Nurse “internships” (Tele, ER, ICU, Onc., OR, etc.)
  - Designated unit orientation for Kaiser Permanente R.N. staff (i.e., before Nurse released for regular assignment).

Note: Does not include agency/traveler orientation.

4. Preceptor volunteers are welcomed; selection will be based on performance, experience and qualifications as determined by Manager.

Once selected, Preceptors may be removed from precepting based on Management’s evaluation of their effectiveness.

Selection criteria will include:

- Annual Performance Evaluation of meets requirements or better
- Absence of current workplan and/or discipline
- Adequate years of relevant experience
- Preceptor “credential” as defined above
- Prefer preceptors who precept at least twice a year (if opportunity available)

Demonstrated competency as Preceptor:

- Positive feedback on evaluations from “Preceptees”
  - Completion of preceptor documentation within designated timeframes
5. Differential of \$0.90 per hour to be documented on timecard by Employee for shifts worked in designated Preceptor status, as approved by Manager.
  6. This Agreement will expire on December 31, 1999, unless both parties mutually agree to extend it.

AGREED:

For the Employer:

For the Union:

s/Creighton Young \_\_\_\_\_

s/Helen Moss \_\_\_\_\_

Date: April 5, 1999

Date: April 12, 1999



## APPENDIX F.2 RN Double Time Incentive

Both Parties acknowledge the mutual goal of appropriate staffing for inpatient areas such that double-time incentive is used in a limited fashion.

To provide incentive to current inpatient RN staff (all areas), including RAN, to pick up additional unfilled shifts, particularly the less attractive shifts, after exhausting routine scheduling practices:

1. Double-time for working any extra weekend shift (above and beyond regular schedule and job requirements). Weekend defined as Friday Noon through Sunday evening shift.
2. Double-time for working any night shift that would normally be overtime (overtime as defined by current contract language – See Article 9 F 2).
3. If a RN calls in sick for a regularly scheduled shift, (excluding FMLA/OFLA covered ill time and Workers Comp medical appointments) during the pay period, they will not be eligible for the incentive during that pay period under number one (1) and two (2) above.
4. Double-time for double shift (double shift defined as any shift of at least four (4) hours or more attached to a regularly scheduled shift that is used to fill a vacant shift).
5. Double-time for any emergent overtime. (See emergent overtime LOA.)
6. Overtime rules apply to what counts toward double-time, i.e. must be hours worked (See OFNHP contract Article 9 F 2).
7. Surgical Services only: Double-time in Surgical Services for emergency call-in (i.e. calling an additional crew when additional crew not already on stand-by): guarantee would be for a minimum of three (3) hours work or pay.
8. Surgical Services only: RN volunteering to work their full shift the day after working stand-by, without the twelve (12) hour off duty window, will be paid time and one-half for the first half of the shift, and double-time for the second half of the shift. (See OFNHP Contract, Article 12 c.)

### Clarifications

- There would be no duplication of overtime and/or double-time under the above provisions.
- This incentive does not apply to the stand-by shifts.
- HR guidelines for fitness of duty will be utilized for determining staff participation in this incentive.
- This incentive includes all full-time, part-time and on-call RN's.
- Modifications to this agreement may be implemented by mutual agreement between the Employer and the Union under LMP guidelines.
- Scheduling of extra shifts will be done as per the Nurse Staffing Process.

For the Employer:

s/Creighton Young

Date: September 12, 2005

For the Union:

s/Alan Moore

Date: September 12, 2005

## APPENDIX F.3 New (Grad) RN Nurse Internship for Specialty Units

May 3, 1999

Ms. Helen Moss  
Oregon Federation of Nurses  
and Health Professionals  
P. O. Box 1566  
Clackamas, OR 97015

Subject: **New (Grad) RN Nurse Internship for Specialty Units**

Dear Ms. Moss:

◦ **Purpose**

To provide an opportunity for recent RN graduates, with no acute care RN experience, to develop competence in a specialty nursing field, in exchange for a work commitment to Kaiser Permanente.

1. Internship will be posted per policy; requirements would include:
  - current RN Oregon license
  - copy of nursing school transcript
  - two letters of reference
  - current CPR
  - (some specialty areas may require ACLS)
  - prefer nurses with student/work clinical experience in the specialty area
  - willingness to commit in writing to 2 year KSMC commitment in full time RN role, following completion of internship program.
  - start date: July, 1999
2. Kaiser Permanente would provide the following:
  - paid time (straight time) to attend classes
  - paid time with RN preceptor in KSMC specialty unit to achieve the necessary clinical experience to complete the program (minimum 16 weeks)
  - guaranteed full time position upon completion of program (didactic and clinical)
3. Employee would commit to the following:
  - 2 years full time RN employment at KSMC in the specialty area following completion of internship; early departure would require repayment on a pro-rated basis of paid classroom time, and paid on the job clinical training hours. (Special hardship circumstances would be reviewed on case by case basis.)

4. Evaluation

- initial evaluation of performance will be provided by manager at end of 90 days (probationary evaluations)

AGREED:

For the Employer:

s/Creighton Young  
Creighton Young  
Senior Human Resources Consultant

Date: 5/3/99

For the Union:

s/Helen Moss  
Helen Moss  
Oregon Federation of Nurses and  
Health Professionals

Date: 5/5/99

## APPENDIX F.4 Proposed RN Nurse Internship (ER)

February 4, 1999

Kathy Schmidt, R.N.  
President  
Oregon Federation of Nurses  
P. O. Box 1566  
Clackamas, OR 97015

Subject: **Proposed RN Nurse Internship (ER)**

Dear Ms. Schmidt:

The purpose of this letter is to clarify our agreement regarding the R.N. Internship (ER) Program as indicated below:

Purpose: To provide an opportunity for a current Kaiser Permanente R.N.s to develop ER nurse skills and assume a full time ER position, in exchange for a work commitment to Kaiser Permanente.

1. Internship will be posted for internal applicants; requirements would include:
  - current employee
  - current RN Oregon license
  - at least one year acute care experience, within past 3 years
  - demonstrated dependability; self motivated individual; ability to work effectively in a fast paced team environment
  - detail oriented, demonstrated competency in documentation skills
  - willingness to commit in writing to 2 year Kaiser Permanente ER internship program
  - start date: March 15, 1999
2. Kaiser Permanente would provide the following:
  - paid time (straight time) to attend classes
  - paid time in KSMC ER to achieve the necessary clinical experience to complete the program (approximately 13 weeks)
  - guaranteed full time ER position upon completion of program (didactic and clinical)
3. Employee would commit to the following:
  - employee/union would provide minimum of \$150 from OFN Ed funds to offset cost of the education and training
  - 2 years full time RN employment at KSMC ER following completion of internship; early departure would require repayment on a pro-rated basis of paid classroom time, and paid on the job clinical training hours

4. Evaluation

- initial evaluation of performance will be provided by manager a end of 30 days
- former position will be held for 30 days from date vacated; full return rights will be granted during this period (but penalty (see #3) will apply)

AGREED:

For the Employer:

s/Creighton Young  
Creighton Young  
Senior Human Resources Consultant

Date: 4/6/99

For the Union:

s/Katherine R. Schmidt  
Kathy Schmidt, President  
Oregon Federation of Nurses

Date: 4/5/99

## APPENDIX F.5 Registered Nurse Internship Program

December 17, 1998

Ms. Kathy Schmidt, President  
Oregon Federation of Nurses  
P. O. Box 1566  
Clackamas, OR 97015

Re: **Registered Nurse Internship Program**

Dear Ms. Schmidt:

The purpose of this letter is to clarify our agreement regarding the R.N. Internship Program as indicated below:

### **Purpose**

To provide an opportunity for a current Kaiser Permanente Registered Nurse to develop Operating Room Nurse skills and assume a full-time Operating Room position, in exchange for a work commitment to Kaiser Permanente.

1. Internship will be posted for internal applicants; requirements would include:
  - Current employee.
  - Current Registered Nurse with Oregon license.
  - At least two years of acute care experience with surgical patients within the past five years.
  - Demonstrated dependability, self-motivated individual; ability to work effectively in team environment.
  - Detail oriented; skills/interests in working with instruments and equipment.
  - Willingness to commit in writing to two year Kaiser Permanente Operating Room commitment in full-time Registered Nurse role, following completion of Internship Program.
  - Start date: January, 1999.
  
2. Kaiser Permanente would provide the following:
  - Paid tuition (balance due after any tuition reimbursement) for Operation Room Nurse Education Program at local college (Note: Books, supplies, not included).
  - Paid time (straight time) to attend classes. In addition, this must not drive weekly overtime.
  - Paid time in Kaiser's Sunnyside Medical Center Operating Room to achieve the necessary 196 hours of clinical experience to complete the Program.

- Guaranteed full-time Operating Room position upon completion of Program (Didactic and Clinical).
- Would work with employee to develop a plan to maintain employment at Kaiser Permanente during Program; this might be staying in current job or might be in on-call or pool status.

3. Employee will commit to the following:

- Apply for and use any eligible tuition reimbursement money and paid Education days.
- Employee/Union would provide minimum of \$150 from OFN Education Funds to offset cost of the education and training.
- Two years of full-time Registered Nurse employment at Kaiser’s Sunnyside Medical Center Operating Room following completion of internship; early departure would require repayment on a pro-rated basis of paid tuition, paid classroom time, and paid on-the-job clinical training hours.

4. Evaluation

- Initial evaluation of performance will be provided by Manger at end of thirty days.
- Former position will be held for thirty days from date vacated; full return rights will be granted during this period.

To signify your agreement with the above, please sign in the space provided below and return one copy of the signed agreement to my attention.

AGREED:

For the Employer:

s/Creighton Young  
 Creighton Young  
 Senior Human Resources Consultant

Date: 12/17/98

For the Union:

s/Katherine R. Schmidt  
 Kathy Schmidt, President  
 Oregon Federation of Nurses

Date: 4/5/99

## APPENDIX F.6 Sign-on Bonus – Hard to Recruit Nursing Position

SUBJECT: **Sign-On Bonus**

COVERAGE: Hard to Recruit Nursing Positions

### Policy

Kaiser Permanente recognizes that there are sometimes difficulties in recruiting candidates for hard to fill positions. A hiring manager may offer the equivalent of one month base salary to a candidate for a “Hard to Recruit” position. In certain circumstances the hiring manager may increase the bonus amount to meet special needs.

### Practice

1. The position must have been designated by the hiring manager as “Hard to Recruit” and be coded for 20 hours a week or more.
2. Following hire, the employee may transfer to a second hard to recruit position during the one year period and still receive the bonus payment as long as both the sending and receiving supervisors approve this.
3. Employees may only receive the hiring bonus a maximum of every two years. An employee must have been a non-KP employee for at least two years before being eligible to rehire into a hire on bonus situation.
4. The amount of the hiring bonus is calculated by multiplying the base salary hourly rate by 2080/hours/year divided by 12 months.

Sample Formula for illustration purposes:

$$\begin{array}{rcl} \text{Base Salary} & \$ & 20.00/\text{Hour} \\ & & \times \underline{2080} \\ = & \$ & 41,500 \text{ (Annual gross salary)} \end{array}$$

#### **A. Divided by 12 months**

\$ 3,466.67 Hiring Bonus

The hiring bonus will be paid from the hiring manager’s budget in two installments. The first at the 6 month anniversary and the second at the one year anniversary.

5. The hiring manager will request a signed job acceptance letter from the applicant with the following items:
  - a. Date the job offer was accepted.
  - b. Date of first day of work.
  - c. A statement that the candidate agrees to stay in the position for a minimum of one year.



- d. After the newly hired employee has successfully completed six months in the position, the hiring manager will submit the job acceptance letter and the request for the sign-on bonus payment to Recruitment for review. Human Resources will send the request to Payroll for payment of the first half to the employee. Applicable payroll taxes will be deducted from the hiring bonus payment and Payroll will send the check to the employee unless the hiring manager requests it to present it in person to the employee. The Sign-On Request will be returned to Human Resources pending the payment of the second half of the bonus. After the employee has completed one year of employment, Human Resources will submit the sign-on request form to Payroll for payment of the second half of the bonus minus applicable payroll taxes.

The parties signify their agreement regarding this Sign-On Bonus Policy by signing in the spaces provided below.

AGREED:

For the Employer:

s/Creighton Young

Date: 11/9/98

For the Union:

s/Katherine R. Schmidt

Date: 11/21/98

## APPENDIX F.7 Relocation Reimbursement

March 16, 1999

Ms. Helen Moss  
Oregon Federation of Nurses  
P. O. Box 1566  
Clackamas, OR 97015

Re: **Letter of Agreement**  
**Relocation Reimbursement**

Dear Ms. Moss:

The purpose of this letter is to clarify our agreement regarding the Relocation Reimbursement Program as indicated below:

### Policy

A hiring manager may offer the equivalent of one month's base salary to assist with relocation for employees who are hired into "Hard-to-Recruit" positions. In unusual circumstances, the hiring manager may increase the reimbursement amount to meet special needs. This policy does not apply to transfers within the Kaiser Permanente Northwest (KPNW) local market.

### Practice

1. The position must be designated Hard to Recruit and must be at least twenty (20) hours per week. The distance of the move must be greater than fifty (50) miles.
2. The maximum amount of relocation reimbursement for a particular new employee is calculated by multiplying the base salary (hourly rate) by 2080/hours/year, divided by twelve (12) months:

Sample Formula for Illustration Purposes:

Base Salary	\$ 20.00 / Hour
	<u>x 2080</u>
=	\$41,600 (Annual Gross Salary)
Divided by	<u>12 Months</u>
=	\$ 3,466.67 Maximum Amount

3. The actual relocation expenses incurred by the new employee must be verified by original receipts and itemized on an Expense Account Form. All such expenses will be reimbursed up to a maximum amount equivalent to one month of gross salary.
4. Relocation reimbursement will be charged to the hiring manager's budget.

5. Relocation Assistance Process

The hiring manager will request and receive a signed acceptance letter from the applicant. The job acceptance letter should contain the following items:

- a. Acceptance date of the job
- b. First day of work
- c. Candidate's social security number
- d. Starting salary (Hourly)
- e. Candidate's mailing address (Place of contact, phone number)
- f. A statement that the candidate agrees to stay in the position for a minimum of one year. If the individual leaves prior to one continuous year of employment, the relocation reimbursement will be prorated and must be paid back the employer on or before the last day of work.
- g. After the new employee has begun work, the hiring manager will submit the job acceptance letter and request for reimbursement form and related documents (expense form and original receipts, etc.) to Human Resources Recruitment for review and forward it to Accounts Payable for reimbursement to the employee.
- h. If a special financial need is present, the hiring manager may request that a partial advance payment be sent to the new employee to help cover expenses.

To signify your agreement with the above, please sign in the space provided below and return one copy of the signed agreement to my attention.

AGREED:

For the Employer:

s/Creighton Young \_\_\_\_\_

Date: 3/16/99

For the Union:

s/Katherine R. Schmidt \_\_\_\_\_

Date: 4/5/99

## **APPENDIX F.8 Letter of Understanding - Common Bargaining Issues**

### **KAISER PERMANENTE NORTHWEST REGION AND OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS REGISTERED NURSES**

The following represents agreement between Kaiser Permanente and Oregon Federation of Nurses and Health Professionals Registered Nurses. This agreement is effective October 1, 2005 through September 30, 2010.

#### **ATTENDANCE**

We will resolve at local tables and attempt to implement in 2006 as soon as possible. (See pg. 14 of the draft National Agreement.)`

#### **BACKFILL**

By December 1, 2005 Medical, Dental and Human Resource senior leaders will meet with union leaders to consider how to implement the backfill commitments of the National Agreement, taking into account consideration of the concept of core staffing.

They may appoint an oversight and planning group.

**HRIS** \_ August 30 memo from Peter DiCicco and Leslie Margolin

We will incorporate from the August 30 memo from Peter DiCicco and Leslie Margolin the consistency provisions into local contracts. The provisions on that memo should "replace any sections of the language that are contrary to (these) provisions, or be added where the current language is silent."

#### **HRIS Local List**

Mid-year open enrollment. There will be one open enrollment. It will be in January. This does not affect current practices regarding BAH and changes due to changes in major life circumstances

Vacation "lump sum" deposit on anniversary dates. Lump-sum vacation payments typically given on the anniversary date at which time vacation or PTO accrual increase will be discontinued. Instead, the higher accrual rate will begin one-year prior.

Vacation accrual goes to on-call in Local 555 Pharmacy Contract. On-call employees in the pharmacy will not accrue vacation.

Medical, Dental, and Group life Insurance eligibility is sometimes defined as after 30-31 days or after 90 91 days –

In all contracts where applicable, these references need to change to 1 month and 3 months

## **INCLEMENT WEATHER**

By January 1, 2006 Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to review the inclement weather policy.

## **INPATIENT SITE SPECIALISTS, INPATIENT APPLICATION COORDINATORS, INPATIENT TRAINING/CURRICULUM DEVELOPERS AND OTHER RELATED POSITIONS.**

By November 1, 2005, the parties will develop a process to resolve the union representation questions of these positions. The parties will rely on the process outlined in the KP HealthConnect Effects Bargaining Agreement to resolve these questions.

## **LANGUAGE FOR BARGAINING UNIT JURISDICTION WHILE IN THE IDM PROGRAM**

An employee who is returned to work in a temporary assignment, as designated by the Integrated Disability Management Program, will continue membership in their original bargaining unit, will accrue seniority as defined in the collective bargaining agreement, and will pay dues and fees to their current union.

When it is determined an employee with an accepted Workers Compensation claim may not return to their job due to permanent disability/work limitations but is able to perform work with the employer in a different position and/or job title, the employee will be awarded an available and suitable job for which they are qualified. When it is determined an employee who has a non-occupational injury or illness may not return to their job due to permanent disability, the employee will be awarded an open and appropriate job for which they are qualified as part of the normal job bidding process for the open position, recognizing the contractual seniority provisions. In both circumstances, the employees will be given preference for placement over outside applicants. At such time as the employee is permanently placed into a new position, they will become a member of the new bargaining unit and will assume all rights and responsibilities of that bargaining unit position, without loss of seniority as defined by their previous bargaining unit position. (Refer to the National Agreement, Workplace Safety)

## **PENSION TRUST FUND**

The parties agree to review the status of the Oregon Federation of Nurses and Health Professionals Kaiser Foundation Health Plan Retirement Plan and Trust during the life of the agreement to consider whether to change this plan to a Kaiser-sponsored pension plan. Any change will be by mutual agreement - and for the unions – all three unions must make a consistent decision.

## **POST RATIFICATION ECONOMIC ISSUES**

Certain unresolved compensation-related issues may be resolved after ratification. In cases where processes developed at local bargaining table do not resolve the issue, either party may refer unresolved issues to the senior medical or dental manager in the Health Plan who will work with the senior leader of the local union(s) to resolve the matter. Decisions or a failure to reach agreement at this point are final and binding.

## SHOP STEWARDS

In support of commitments in the National Agreement, the parties agree to:

- Continue the shop steward councils at 4 hours of paid time per month
- Provide for up to 8 hours of training for new shop stewards.
- Provide additional training as mutually-agreed and with mutually-developed curriculum
- Explore opportunities to jointly train managers/supervisors and shop stewards in Partnership.

## WORKFORCE PLANNING

By December 1, 2005 Medical, Dental and Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to consider how to implement the workforce planning commitments of the National Agreement in collaboration with the Northwest Workforce Planning Committee.

### AGREED:

For the Employer:

For the Union:

s/Creighton Young  
Creighton Young  
Lead Senior Labor Relations Consultant

s/Alan Moore  
Alan Moore, Internal Organizer  
Oregon Federation of Nurses & Health  
Professionals

Date: January 17, 2006

Date: April 28, 2006

## APPENDIX F.9 Compensation Review Committee

The parties agree as part of the 2005 negotiations to establish a Compensation Review Committee. The Committee will review group (job classification) concerns. The process shall be as follows:

1. The Union or the Employer may raise a salary, differential, or premium pay issue.
2. Either party may request the Committee to convene to examine an issue. The Committee will be composed of three Union members (may include Internal Organizer) and three management members. Two members of each party will be considered a quorum.
3. The individual, group, job, or responsible manager will appear before the Committee to present the concern/issue.
4. The Committee will then request relevant data from appropriate sources (outside and inside equity data from Compensation, recruiting/vacancy data from H.R. Employment, etc.).
5. Based upon relevant data, and using IBPS and Partnership Principles, the Committee will recommend to adjust a salary or salary schedule, or to not make an adjustment. If the Committee is unable to reach consensus, the decision will default to no change.
6. If the requestor is not satisfied with the Committee recommendation, the requestor may refer the issue to the senior medical manager in Health Plan who will work with the senior leader of the union to resolve the matter.
7. The senior leaders will review the decision, uphold same, or come to a different conclusion.
8. Decisions by senior leaders are final and binding, not subject to the grievance procedure.
9. Requests will be processed within 90 days of the submitting to the Committee. Any salary change will be effective when the action is completed. If the Committee completes its action after 90 days and the salary change is approved, the salary change will be effective on the 91<sup>st</sup> day after the request date.

### Post Ratification Compensation Review

The Compensation Review Committee shall be convened in October, 2005, to consider compensation issues left unresolved from 2005 negotiations. Issues that will be referred include, but not limited to;

1. The appropriate step placement when a represented Kaiser Permanente employee is hired into the R.N. Bargaining Unit.
2. Differentials
3. Education Fund Level
4. In Lieu of Benefits

**APPENDIX F.10 - 12 Hour Holiday Pay for OFNHP RN's**

March 4, 2004

Alan Moore  
OFNHP  
PO Box 1566  
Clackamas, OR 97015

Subject: Letter of Agreement – 12 Hour Holiday Pay for OFNHP RN's  
(NOTE: Also see addendum to this Letter of Understanding, Appendix J)

Pay regular shift hours for holidays not worked to make the employee whole for that week.

Example: If an employee is coded 36 hours and they take the holiday off, they will be paid for 36 hours.

This agreement will be retroactive back to the pay period ending in which July 4, 2002 falls. All holiday hours paid will be counted for purposes of weekly overtime (i.e. > 40 hours weekly). The issue of holiday pay driving consecutive day pay will be deferred to 2005 contract negotiations.

If you agree with this, please sign and return one copy to my attention.

AGREED:

For the Employer:

For the Union:

s/Creighton Young \_\_\_\_\_

s/Alan Moore \_\_\_\_\_

Creighton Young  
Senior Labor Relations Consultant  
Kaiser Permanente

Alan Moore  
OFNHP

Date: 3/8/04

Date: 3/17/04



**APPENDIX F.11 - Addendum to Letter of Agreement dated March 4, 2004 –  
12 Hour Holiday Pay**

**LETTER OF AGREEMENT  
Between Kaiser Permanente and OFNHP RN's**

The original agreement stated if an employee takes the holiday off they would be paid for 36 hours.

Amend agreement to read:

If an employee takes a day off during the week in which a holiday occurs, they will be paid 12 hours of holiday to be made whole for that week.

To further clarify:

- If an employee works their coded hours and the holiday falls on a day they are not scheduled, they will receive 1/10<sup>th</sup> of their BAH.
- During the week a holiday occurs:
  - a. If an employee takes a voluntary WOP, the employee will receive 12 hours holiday pay
  - b. If the employee trades a scheduled day to work, they will receive 12 hours holiday pay
  - c. If the employee takes a sick day for a scheduled day that is not the holiday, they will receive 1/10<sup>th</sup> of their BAH. Employee's BAH is found in the TIME system.
- All holiday hours paid will be counted for purposes of weekly overtime (i.e.>40 hours weekly). Vacation and ill time does not count toward overtime. The issue of holiday pay driving consecutive day pay will be deferred to 2005 contract negotiations.

**Procedure to Request time Off During a Week a Holiday Occurs**

Core staff: Please request your time off as you normally would. Payroll will make adjustments to your timecard to make sure you are paid correctly, according to the above agreement (i.e. if you request three days of vacation during a holiday week, payroll will adjust your timecard to reflect two days of vacation and one day of holiday to make you whole).

Coded float staff: Per the contract, "Part-time float employees may elect to not be available during four (4) weeks of the year". Please indicate on the preschedule worksheet if you are requesting to be unavailable or wish to use your vacation. If you wish to take vacation days you will be paid according to this agreement. If you choose to be unavailable and do not want to take vacation pay, you will be paid 1/10<sup>th</sup> of your BAH for the holiday not worked.

s/Creighton Young  
For the Employer

9/30/04  
Date

s/Alan Moore  
For the Union

9/28/04  
Date

## **APPENDIX F.12 RN Career Ladder**

Parties agree that a RN Regional Committee, including, but not limited to, the co-chairs from the three (3) existing Retention and Recruitment committees (Continuing Care Services department, inpatient and outpatient), be given a charge to develop, communicate and implement a career ladder for OFNHP RNs. This program will recognize and provide incentive to RNs to participate in educational, leadership and professional development, i.e., CEUs, LMP Committees, advanced education and certification. Evaluation of community standards, the Kaiser Colorado Career Ladder Model, the Kaiser Northern California CNA Career Ladder Model will be among the material referenced to create this program. Interests, options and brainstorming from Bargaining 2005 will be used as a spring board for this work. The committee will have a design completed and implemented by October 1, 2006. If the committee fails to reach resolution by the above date, then the charge will be escalated to the appropriate LMP RN committee.

### **APPENDIX F.13 7/70 Vacation Evaluation**

An ad-hoc group will be convened prior to 11/15/05 to evaluate the impact of all 7/70 RN's accruing vacation time. It will evaluate this potential change with regard to its impact on staffing, attendance, R&R and replacement costs. If this group is unable to reach consensus on an outcome by 2/15/06 of the evaluation of the issue will be advanced to the senior medical operations leader and OFNHP President for consideration. Their decision or lack of will be binding and final.

## APPENDIX F.14 KSMC and Regional Call Center Nurse Staffing Process

1. Pre-scheduling (see calendar at back of contract)
  - Any RN less than full-time submits availability.
  - Shifts are assigned in seniority order, up to coding (using availability and preferences and skills matched against open slots)
  - Hours above coding (but not over-time) are assigned as requested, in seniority order after coded hours assigned.
  - Casual employees who submit availability are assigned shifts up to full-time (no over-time).

Note: Pre-scheduling is done by arena, but if needed in another arena and no one is that arena is available, may pre-schedule to that arena.

  - Over-time is never pre-scheduled.
2. Pre-schedules mailed out.
3. Ten day open sign-up window (10 days from time schedules mailed – see calendar in contract).
  - During this window extra sign-ups will be accepted by voice mailbox and by e-mail account only (RN Availability); no “drop ins” or direct calls to staffers will be accepted during this window.
  - All staff may submit availability for any shift in the next scheduling period. Submitting availability means that staff commit to working the shifts if scheduled during this process.
4. Scheduling of extra shifts
  - At the end of the 10 day window, work is assigned in seniority order, matching availability and skills with needs. Straight-time assigned before over-time.
  - Over-time will be assigned on a first come first sign-up basis with tie-breakers for signing up on the same day going by seniority. Up to two shifts per pay-period will be assigned per nurse on each round of allocating available work.
  - If no work is available, names are put on availability list.
5. Open scheduling after 10 day window
  - After 10 day window, RNs on the availability list are contacted for scheduling of shifts. (Note: Staff are not required to work when contacted, when name is on the availability list.)
  - Any shifts remaining open will be posted in the staffing office.
  - Straight-time scheduled before over-time. Over-time will be assigned on a first come first sign-up basis with tie-breakers for signing up on the same day going by seniority.
  - If there are no RNs on availability list, scheduling will be done on a first come first serve basis, including over-time.
  - May schedule agency, but would be reduced day of, if internal staff available. If guaranteeing shift for agency RN is required, internal RN may not displace RN with less than seven (7) days notice.

## 6. Last Minute Replacement Needs

- Availability list used for straight-time before over-time. Over-time will be assigned on a first come first sign-up basis, with seniority used as “tie-breaker”.
- If no availability on list, first come first serve.
- Extending shift lengths are discouraged except in emergent situations.
- Agencies are called if no internal bargaining unit RN available for a full shift. Agency will be scheduled before staff requested to work a double shift. Agency may be scheduled before an RN works a double shift, requiring the next regular scheduled shift off.

## APPENDIX F.15 Consecutive Days/Long Shift Discussion

OFNHP and KPNW will:

- Jointly develop an education program for implementation in all 7 day a week units.
- Engage CHR/Safety Program to create a research program to evaluate the relationship between long hours and error rates at KSMC.
- Leverage existing “Michael Leonard” presentation on fatigue (existing video), to be used as an educational tool.
- Hold a dialogue (internal OFNHP or, RNs and Managers) on fatigue and safety as a topic for education. After the dialogue is complete, the parties will engage in an issue resolution to address all facets of fatigue/safety issues (e.g., safety, compensation, staffing, etc.) as well as staffing technology to support solution implementation.

## **APPENDIX F.16 Preceptors**

The parties agree that an appropriate RN LPM Committee be charged to create a blueprint that will define, design training, metrics and recognition tools for a RN Preceptor Program. This Program will include consideration of prep time, participation criteria and other established RN Preceptor Programs, (e.g. KSMC, CCS). Interests, options and brainstorming from Bargaining 2005 will be used as a spring board for this work. Preceptor differential pay shall be negotiated by the Employer and the Union separate from the above process. Existing Preceptor Letter of Understanding shall remain in effect pending successful completion of the above process. The Committee will have a design completed and implemented by March 1, 2006. If the Committee fails to reach resolution by March 1, 2006, this charge will be escalated to the appropriate LMP Committee for resolution.

## **APPENDIX F.17 Case Manager Workload**

Parties agree that the Case Management Committee (CMC) be charged with creating a solution to the following issue statement: "How might we create manageable case loads for RN CMs?" The solution will be completed by March 31<sup>st</sup>, 2006 and be ready for implementation, including plan for implementing by June 30<sup>th</sup>, 2006. The chart notes, interests and options arrived at during bargaining by the 2005 bargaining team will be used to craft the solution. If the CMC is unable to define the solution within the given timelines, the issue will be referred to ANLG (Ambulatory Nurses Leadership Group) and the ROQG (Regional Operations Quality Group).



## **APPENDIX F.18 Dependent Care Needs Evaluation**

That an adhoc group be charged with fully evaluating and implementing mutually agreed solutions regarding current and future employee dependent care needs.

## APPENDIX F.19 Foreign Nursing Experience

April 14, 2006

Alan Moore  
Oregon Federation of Nurses and Health Professionals  
P.O. Box 1566  
Clackamas, OR 97015

Re: Foreign Nursing Experience  
Letter of agreement

Dear Alan:

This letter of agreement arises out of joint discussions focused on what foreign nursing experience should count toward tenure step placement for newly hired Registered Nurses.

For OFNHP - Nursing represented new hire employees, with foreign nursing experience, the following conditions shall apply:

1. The Oregon State Board of nursing credentialing criteria will be used to determine whether foreign nursing experience is counted toward tenure step placement upon hire.
2. If the foreign registered nurse qualifies to take and passes the NCLEX nursing exam then the previous nursing experience will be counted for tenure step placement upon hire.
3. If the foreign nurse must take additional remedial nursing or otherwise clinical classes, prior to taking the nursing exam, their foreign nursing experience will not be counted and they will be placed on the graduate RN tenure step upon hire.

Signed

s/Creighton Young  
Creighton Young  
Human Resources, Labor Relations  
503-813-4714/tie-line 49-4714  
Kaiser Permanente

4/28/06  
Date:

a/Alan Moore  
Alan Moore  
Oregon Federation of Nurses

4/28/06  
Date:

**APPENDIX F.20 CONTINUING CARE SERVICES  
Hospice/Home Infusion After Hours Advice**

There will be a CCS LMP committee composed of the affected employees and at least one steward, and management, using Issue Resolution process to continue to pursue a redesign of the night shift role, with a target date for completion of 12/31/2006.

**APPENDIX F.21 CONTINUING CARE SERVICES**  
**Computer Training**

CCS will develop a policy to include a two week notice to RN's prior to computer trainings, and report this policy to the CCS department LMP Committee by 1/1/06.

## **APPENDIX G**

### **KAISER PERMANENTE - NW REGION: HUMAN RESOURCES POLICIES AND PROCEDURES**

#### **Family Medical Leave (FMLA)**

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**SECTION:** Personnel Administration

**SUBJECT:** Family Medical Leave

**COVERAGE:** All Eligible Employees unless terms in a Collective Bargaining Agreement supersede policy provisions

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#### **POLICY**

It is the policy of Kaiser Permanente to provide family and medical leave in accordance with the federal and state laws. Family medical leaves that are covered under both state and federal law will run concurrently. Family and Medical leave guidelines have been developed in compliance with the Federal Family and Medical Leave Act of 1993 (FMLA), the Oregon Family Leave Act (OFLA), Washington State Maternity Regulations and the Washington Family Care Act. Employees will be subject to laws for the states in which they work and the federal law. Provisions of state laws will apply to employees in both Washington and Oregon. The law that advantages the employee will be applied.

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#### **PRACTICE**

##### **I. FEDERAL FAMILY AND MEDICAL LEAVE ACT Of 1993 (FMLA)**

Family and Medical Leave (FMLA) is specifically defined as a leave for (a) birth or care of a newborn child; (b) the placement with the employee of a child for adoption or foster care and to care for the child after placement; (c) the care of a child, spouse, parent (not parent-in-law) or grandparents with a serious health condition, and (d) an employee's own serious health condition which causes the employee to be unable to perform one or more of the essential functions of his/her job. Employees who return from an FMLA-approved leave of absence are subject to certain reinstatement rights are defined below.

## A. Definitions

1. **Child** means a biological, adopted, or foster son or daughter, stepchild, legal ward, or a child of an employee who stands "in loco parentis" to that child, who is either under 18 years of age, or and adult dependent child.
  - o An adult dependent child is an individual who is 18 years of age or older who is incapable of self-care because of a mental or physical disability.
  - o "In loco parentis" means in place of, or instead of, a parent; charged with a parent's rights, duties, and responsibilities; it includes those with day-to-day responsibilities to care for and financially support a child. A biological or legal relationship is not necessary.
2. **Spouse** means a husband or wife as recognized under the state law where the employee resides.
3. **Parent** means a biological, foster, or adoptive parent, a stepparent, or a legal guardian or an individual who stood "in loco parentis" to the employee when he or she was a child. Parent does not include parent-in-law.
4. A "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:
  - a. **Hospital Care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
  - b. **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
    - o Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
    - o Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - c. **Pregnancy:** Any period of incapacity due to pregnancy or to prenatal care.
  - d. **Chronic Conditions Required Treatments:** A chronic condition which:
    - o Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider.

- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- e. **Permanent/Long Term Conditions Requiring Supervision:**  
A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employer or family member must be under the continuing supervision of, but not need to be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- f. **Multiple Treatments (Non-Chronic Conditions):**  
Any period of absence to receive treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
5. **Health care practitioner** means a doctor of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or a podiatrist, dentist, clinical psychologist, optometrist and chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by an x-ray to exist) authorized to practice, and performing within the scope of their practice, under the state law; or nurse practitioners, nurse midwives and clinical social workers authorized to practice and performing within the scope of their practice under state law; or Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or a health care provider listed above who practices in a country other than the United States who is authorized to practice in accordance with the law of that country and who is performing within the scope of his or her practice as defined under such law.
6. **An equivalent position** is one that is virtually identical to the employee's former position in terms of pay, benefits, and working conditions, including privileges, perquisites and status. It must involve the same or substantially similar duties and responsibilities which must entail substantially equivalent skill, effort, responsibility and authority.

## B. Eligibility

1. Employees are eligible for FMLA if they have worked for a total of 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

2. If the FMLA leave is for the birth, or placement for adoption, or foster care of a child, the leave must be concluded within one year of the birth or placement. Leave for this purpose may not be taken intermittently. See Oregon Family Leave Law for information about additional leave.
3. Spouses who are both employed by Kaiser Permanente and are both FMLA eligible will be allowed a combined total of 12 weeks of FMLA leave in a 12-month period for the birth and care of a newborn, for the placement and care of a child for adoption or foster care or to care for the employee's parent with a serious health condition.
4. If leave is taken for a newborn or adopted or newly placed foster child is equal to or less than the total 12-week benefit entitlement, the husband and wife would each be entitled to the difference between the amount of FMLA leave already taken individually and the total 12-week entitlement for another purpose, such as to care for a seriously ill spouse, parent or child, or for either employee's own serious health condition. (See also additional leave under Oregon Family Medical Leave)

### **C. Length of Leave**

1. The Federal Family and Medical Leave Act provides employees with a total of 12-weeks of family care leave and medical leave in a 12-month period.
2. The 12-month period is calculated on a "rolling" 12-month period measured backward from the date the employee uses a FMLA leave. The 12-month period begins with the start date of the first FMLA leave of an employee and each time the employee takes FMLA leave the remaining leave balance consists of the portion of the 12-weeks that was not used during the immediately preceding 12-months. For example, if an employee used four weeks of FMLA leave beginning on January 1, 2002, four weeks beginning on June 1, 2002 and four weeks beginning on December 1, 2002, the employee would not be entitled to any additional FMLA leave until January 1, 2003. The employee would be eligible for one day on January 1, 2003.
3. Employees may be granted an additional medical leave per applicable contract or policy.
4. Additional leave for reasons other than the employee's own serious health condition may be granted in accordance with the Personal Leave of Absence Policy and is subject to the terms and conditions of that policy as applicable.

### **D. Coordination With Other Leaves or Paid Time Off**

Other paid and unpaid leaves (e.g., extended sick leave, workers' compensation leave, paid time off) taken for reasons that qualify as FMLA leave will run concurrently with FMLA leave when determining the maximum duration for all such leaves.



## **E. Intermittent Leave / Reduced Leave Schedule**

1. Intermittent leave or a reduced leave schedule is permitted when medically necessary to care for a child, spouse, or parent with a serious health condition, or for an employee's own serious health condition as defined in this policy. Intermittent leave may not be taken for the birth of a child. Intermittent leave may be used for appointments necessary for placement of a foster or adoptive child.
2. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of period from a quarter of an hour to several weeks.
3. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek or workday for a period of time normally from full-time to part-time.
4. Employees scheduled for less than 40 hours per week are entitled to a pro-rated amount of FMLA in a rolling 12-month period of time.
5. This kind of leave is intended to address situations where an employee has to be away a portion of the work time for employee's own serious health condition or the care of the serious health condition of a child, spouse, parent or grandparents but can be available for work the remaining part of the day, weeks, or month. Examples of intermittent leave would include leave taken several days at a time spread over a period of six months, such as for chemotherapy.
6. An employee may be required to temporarily transfer to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job. All decisions of this nature should be made in consultation with the Human Resources Consultant.
7. Time off for intermittent leave or reduced leave schedule covered under the FMLA is counted toward the 12-week benefit entitlement of FMLA leave. Only the amount of leave actually taken will be counted toward the 12 weeks of leave entitlement.
8. The employee must, where possible, attempt to schedule intermittent or reduced schedule so as not to disrupt the department's operation.

## **F. Application/Approval of FMLA Leave**

1. Medical Leave at least 30 days prior to the anticipated leave date. If it is not possible due to medical emergency or a change in circumstances to give 30 days notice, the employee must provide written notification as soon as possible. At a minimum, the employee shall provide verbal notice sufficient to make the employer aware that the employee needs FMLA qualifying leave, and the anticipated timing and duration of the leave.

2. When scheduling planned medical treatments or intermittent FMLA, the employee must consult with the immediate supervisor and make a reasonable effort to schedule the leave so as not to unduly disrupt workplace operations. When an intermittent or reduced leave schedule is requested, the employee will provide the supervisor, upon request with the reasons why the leave is necessary and the schedule of treatments, if applicable. The supervisor may request documentation from the treating practitioner.
3. Employees requesting FMLA leaves for the care of a newborn child immediately following a pregnancy disability leave should request the leave as far in advance as possible, noting that the start of the leave is dependent on the end of the pregnancy disability leave.

## **G. Designation**

1. The Employer may designate as FMLA leave any paid or unpaid leave taken for FMLA reasons. Where the Employer acquires knowledge that leave taken is for an FMLA reason, either after the leave has commenced or concluded, the Employer may designate the leave as FMLA leave upon notice to the employee.
2. The manager must designate each occurrence as family leave. This applies to intermittent leave or each time an employee is off due to a family leave situation.

## **H. Medical Certification**

1. In the event that the FMLA leave is for the serious health condition, as defined in this policy, of the employee or the employee's child, parent, or spouse, a medical certification from a health care practitioner must be submitted. The supervisor will provide the employee with the Certification of Health Provider form.
2. When FMLA leave is foreseeable and at least 30 days notice has been provided, the employee must submit the certification to the supervisor before the leave begins. When this is not possible, the employee must submit the certification within 15 calendar days after it is requested.
3. In any case, where the Employer has reason to doubt the validity of a medical certification for the employee's own serious health condition, the employee may be required, at the employer's expense, to obtain a second medical opinion from a health practitioner designated or approved by the employer. If the second opinion differs from the employee's original medical certification, the employer may require the employee to obtain certification, at the employer's expense, from a third health care provider approved jointly by the employer and the employee. The third medical opinion shall be final and binding.
4. Employees may be required to provide periodic reports on his or her status and intent to return to work and recertification relating to a serious health condition, as requested by the employer.

5. Employees returning from FMLA leave for their own serious health condition may be required to present a fitness-for-duty certificate prior to being restored to employment.

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## II. OREGON FAMILY LEAVE ACT (OFLA)

Employees who have been employed at Kaiser Permanente for more than 180 days, have worked an average of 25 hours per week during the last 180 days, are eligible to take 12 weeks OFLA leave within a 12-month period. The 25 hour average is not required for leave for pregnancy, birth, adoption or placement of a child.

### **Eligible employees may take OFLA leave for the following:**

1. Birth of a child, adoption of a child up to age 18 (older than 18 if incapable of self care) or the placement of a foster child. This is available to both parents.
2. Care of a seriously ill spouse, domestic partner, child (of any age), parent or parent-in-law or grandparent.
3. The employee's own serious health condition.
4. Care for a ill child other than a serious medical condition (age 18 or under).
5. An additional 12 weeks leave is available for an illness, injury or condition related to pregnancy or childbirth that disables the employee. Further, employees who use parental leave may be entitled to additional leave to care for an ill child with other than a serious medical condition.
6. For purposes of this policy, a serious health condition is defined as: "Serious health condition" means an illness, injury, impairment or physical or mental condition of an employee or family member:
  - A. That requires inpatient care in a medical care facility such as a hospital, hospice or residential facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to:
    - Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
    - Transportation or other assistance required for a family member to obtain care from a physician; or
    - Serious health conditions as described in (b) through (g) of this section of this rule.
  - B. That the treating health care provider judges to pose an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;

- C. That requires constant or continuing care such as home care administered by a health care professional;
- D. That involves a period of incapacity. Incapacity is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:
  - Two or more treatments by a health care provider;
  - One treatment plus a regimen of continuing care; or
- E. Any period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as asthma, diabetes or epilepsy;
- F. That involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;
- G. That involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or
- H. That involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.

### **Concurrent Leaves**

Where allowed by law, all approved leave, whether paid or unpaid, and including leave designated as leave for non-occupational injury or illness, personal leave, workers' compensation leave, will be counted against the annual family medical leave entitlement.

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### **III. WASHINGTON MATERNITY REGULATIONS**

An employer shall provide a woman a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth.

#### **Notice of Leave**

An employee requesting leave must submit a request at least thirty (30) days in advance.

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## **IV. WASHINGTON FAMILY CARE ACT**

The Washington Family Care Act provides Washington employees of Kaiser Permanente the use of accrued leave, (sick time, PTO, vacation, or ESL) to care for the employee's spouse, child under the age of 18, parent (biological or in loco parents), parent-in-law or grandparent.

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## **EMPLOYEE BENEFITS AND REINSTATEMENT**

### **Benefits Continuance**

1. During periods of FMLA leave, health and dental benefits will be maintained at the same level and under the same conditions as if the employee continued to work.
2. Employees must use their ESL for their own personal serious illness. After ESL is exhausted, employees may use PTO.
3. Employees may use PTO, ESL, vacation or ill hours to care for their spouse, child, parent or parent in law, grandparent, domestic partner or parent of domestic partner who has a serious illness. For employees covered by the PTO/ESL Program, Extended Sick Leave hours may be used if the employee is away from work for more than one (1) work day or 8 work hours for illness of the employee, the employee's spouse or domestic partner, parents (or parents of spouse or domestic partner), grandparents, or dependent ill children if the illness qualifies under OFLA, FMLA or the Washington Family Care Act. Exception: if an employee has an ESL balance of 160 hours or more, the employee may use ESL beginning the first day of the illness.
4. With respect to pension and other retirement plans, any period of paid eligibility, service, and vesting requirements are applicable under the appropriate plans. Any period of unpaid FMLA leave shall not be counted toward a break in service for purposes of eligibility, service, and vesting requirements.
5. Paid Time Off benefits will continue to accrue through the last full period during which FMLA leave is paid. Thereafter, accrual will cease and recommence upon the employee's return to work.

### **Reinstatement Rights**

1. Employees on FMLA leave will be reinstated to the same position the employee had when leave commenced or an equivalent position, as defined in Section A-6 of this policy, provided that the total FMLA leave does not exceed 12 weeks in the 12-month period. However, an employee has no greater reinstatement rights than if the employee had been continuously employed and the leave had not been taken.

2. Employees who wish to remain on a leave of absence, either for medical or personal reasons, beyond the expiration of the 12-week FMLA period, may be eligible to be placed on a medical or personal leave of absence in accordance with the terms and conditions of those policies. Reinstatement under such leaves is not guaranteed and will be made in accordance with those policies.

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## PROCEDURE

1. The employee must complete Employee Request for Family Medical Leave and Employer Response Form and submit to his/her supervisor at least thirty (30) days before family medical leave is anticipated. Or, if the leave is unanticipated, the employee must request leave orally and confirm in writing as soon as practicable, usually within one or two business days. Requests must be submitted for ALL family medical leaves of any duration, even one day, paid or unpaid.
2. Employees taking Oregon Family Leave to care for a dependent child who does not have a serious health condition will receive a completed Request for Family Medical Leave Form from the supervisor for each occurrence of qualifying leave.
3. If the absence exceeds seven (7) unpaid days, the employer must also submit a Leave of Absence (LOA) Paid/Unpaid form to the HR Service Center.
4. The supervisor must provide approval of the leave in writing to the employee.
5. The employee must notify the supervisor in writing within two weeks when practicable of his/her intent to return to work.
6. If the employee is eligible for an extension to a leave (the 12 weeks has not been exhausted), completion of the following additional forms are required before original leave expires:
  - Request for Family Medical Leave and Employer Response and
  - Leave of Absence (LOA) Paid/Unpaid and
  - Certification of Health Care Provider (if appropriate)
7. Employees who need additional leave (past the 12 weeks) may apply for medical or personal leaves of absence in accordance with those policies.

## SUMMARY

It is the policy of Kaiser Permanente to provide family and medical leaves in accordance with federal and state laws.

Provisions of state laws will apply to employees in both Washington and Oregon. The law that advantages the employee will be applied.

Leaves will be granted for birth or care of a newborn child; the placement with the employee of a child for adoption or foster care and to care for the child after placement; the care of a child, spouse, domestic partner, parent in-law, grandparent who is ill; or the employee's own serious illness.

Leaves will be granted for a total of 12 weeks in a rolling 12 month period. Additional leave time may be granted for conditions related to pregnancy, childbirth or parental leave.

Employees are eligible for Federal Family leave if they have worked a total of 12 months and have worked at least 1250 hours during the 12 month period immediately preceding the commencement of the leave.

Employees are eligible for Oregon family leave if they have been employed at Kaiser Permanente for more than 180 days and have worked an average of 25 hours per week during the last 180 days. The 25 hour average is not required for leave for pregnancy, birth, adoption or placement of a child.

An employee requesting leave must submit a Request for Family and Medical Leave form at least 30 days prior to the anticipated leave date unless it is an emergency. The employee must provide written notification as soon as possible if it is an emergency. Medical Certification will be required for leave for any purpose.

During family and medical leave, health and dental benefits will be maintained at the same level and under the same conditions as if the employee continued to work.

Employees are required to use ESL for their own personal serious health condition. Employees may use PTO after ESL is exhausted. Note non-union employees will be required to use 3 days of PTO prior to using ESL unless they have a minimum of 160 days of ESL in their bank.

Employees may use PTO or ESL to care for a family member.

Employees returning from leave will be reinstated to the same position the employee had when leave commenced provided the leave did not exceed 12 weeks.

## APPENDIX H

### Letter of Understanding Between OFNHP and Kaiser Foundation Health Plan of the Northwest and Kaiser Foundation Hospitals Regarding Joint Staffing Process Implementation

This LOU memorializes the agreement between Oregon Federation of Nurses and Health Professionals, (“OFNHP”) and Kaiser Foundation Health Plan of the Northwest and Kaiser Foundation Hospitals regarding an implementation plan for the application of Sections 1.F.1, 1.F.2 and Exhibit 1.F of the National Agreement for KPNW (the “Agreement”). This Agreement sets timelines for the region’s implementation of these provisions of the National Agreement. This Agreement does not modify any terms of the National Agreement.

The parties agree as follows:

1. Within 30 days of the entry into effect of this Agreement, KPNW and OFNHP will identify (through consensus) departments to begin the Joint Staffing process laid out in Sections 1.F.1, 1.F.2, and Exhibit 1.F of the National Agreement. For those departments already engaged in a Joint Staffing process, those processes will be converted to conform with this LOU upon execution of this agreement and will not count toward the initiation of new Joint Staffing Processes identified in this section.
2. The joint staffing implementation process will involve 10% of the OFNHP workforce of the unit not to be less than two (2) OFNHP members or greater than ten (10).
3. Joint staffing committees will meet at least once every two weeks and will complete the process no later than 120 days from the date of the committee’s first meeting.
4. These joint staffing committees will engage in the “Budgeting, Staffing and Scheduling” process as outlined in Exhibit 1.F of the 2015-2018 National Agreement.
5. Once the first departments have completed their Joint Staffing processes, KPNW and OFNHP will meet to identify (through consensus) the next departments to begin the Joint Staffing process. The parties will meet every 3 months thereafter to identify new departments to begin the Joint Staffing process. During these meetings the parties will collaborate to continually improve the process.
6. The stated timelines in this Agreement may be extended by mutual agreement.
7. This Agreement is conditioned on the 2018 ratification of the OFNHP-KPNW local collective bargaining agreements and OFNHP’s ratification of the Alliance National Agreement.
8. This agreement expires with the expiration of the OFNHP Collective Bargaining Agreements unless extended by mutual agreement.
9. If Sections 1.F.1, 1.F.2, and Exhibit 1.F are modified because of 2018 National Agreement bargaining, the parties agree to meet in good faith to discuss the effect of these changes on this Agreement.
10. This agreement resolves all pending OFNHP grievances citing 1.F.1 and 1.F.2.

Except as expressly stated herein, this Agreement is non-precedent setting.



# **HUMAN RESOURCES DEPARTMENT**

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## **NATIONAL HUMAN RESOURCES SERVICE CENTER**

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