

November 15, 2021

LETTER OF AGREEMENT  
between  
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST  
and  
OREGON FEDERATION OF NURSES AND HEALTHCARE PROFESSIONALS

**RE: Primary Care Service Area Float Pool, Training, and Secondary Assignment Model**

BACKGROUND

Kaiser Foundation Health Plan of the Northwest ("Employer" or "KPNW") and Oregon Federation of Nurses and Healthcare Professionals ("Union" or "OFNHP") (collectively, "the parties") are parties to a collective bargaining agreement ("CBA"), which covers job descriptions, working conditions, and wages for KPNW employees who are OFNHP members.

The parties recognize the need to increase member access and provide higher quality care while increasing employee satisfaction and work-life balance by creating a clear, easy to administer system for coverage in primary care. The parties therefore agree to the below:

AGREEMENT

**Section 1: Definitions**

**Primary RN Role:** Assigned shift within the primary module/department for which the RN was hired as core.

**Secondary RN Role(s):** Assignment outside of the primary module/department for which the RN was hired as core, within the medical office.

**Module/Department:** A module/department is defined as the specific work performed within the module/department, not the physical location of the department.

The modules/departments are:

- Family Medicine/Internal Medicine: Family Practice, Internal Medicine
- Pediatrics: Pediatrics only
- Nurse Treatment Center: Nurse Treatment Center only
- Message Management: Service Area Message Management Hubs

**Cross Training:** The training and orientation necessary to perform *Secondary RN Roles* competently and independently as needed within the medical office building ("MOB"), as defined in the competency/orientation section of this Agreement. Message Management RNs working in a hub located outside of a medical office building may volunteer to cross train in a secondary role but will not be mandated to do so.

**Independent RN:** An RN who completed orientation and training for a specific module/department and is deemed "Independent" through preceptor/validator assessment.

## **Section 2: Cross Training Requirements and "Floating".**

1. Training for secondary assignment(s) shall include a full orientation into the module/department prior to the RN being assigned to that area as a part of the core staff in accordance with Exhibit A hereto and Article 31 of the CBA.
2. Employer and Union representatives at the MOB level will review the cross-training matrix during the annual review process to determine the number of RNs required to cross train to meet clinic staffing needs. The Employer retains the rights to implement the plan, and the Union retains the right to the joint staffing process.
3. If the Employer implements additional work streams, or module/department categories, the Union maintains its rights to impact bargain said changes.
4. Training for secondary RN Role volunteers within a MOB will be in seniority order.
5. If the desired number of cross trained RNs cannot be obtained through the recruitment of volunteers, cross training shall be assigned in reverse seniority order.
6. In rare occasions, and/or "temporary emergent" situations defined as unplanned staffing issues that impact the ability of a module/department to operate, RNs can be mandated to assist in secondary assignment module/departments prior to full orientation, and may be required to assist in areas outside of the "RN Secondary Role(s)" to maintain operations, with the understanding that they are only to perform work they are deemed competent to perform.
7. If an RN routinely works outside their roles under the terms of this Agreement, OFNHP may request a meeting with an appropriate labor and management representative to consider a contractual pathway for resolving the issue.
8. Same day deployment to secondary roles will be conducted first based upon cross training competency. Assignments shall be distributed based on rotation to ensure equity. The rotation will be determined at the MOB level.

KPNW commits to provide the following:

1. An orientation to each assigned module/department based on the criteria outlined in the department orientation workbook.
2. Department specific annual competencies as deemed appropriate by the parties (the Union selects its delegate). This is not a full competency checklist validation for each department annually.
3. Commencement of the preceptor role and process as described in Exhibit A hereto no later than six months from the execution of this Agreement.
4. Commencement of the service area float pools and roles no later than six months from the execution of this Agreement.
5. Opportunity for RNs in "secondary roles" to work within the area of assignment on a regular interval to maintain competency shall be established. If an RN needs added opportunity to maintain competencies in a secondary role, the union delegate and management will ensure assignments can be generated at the MOB Level.

OFNHP commits to the following:

1. OFNHP acknowledges that KPNW has the right to cross train Registered Nurses under the conditions outlined in this document, and create secondary roles and assignments as described herein.
2. OFNHP recognizes that management may "float" trained RNs between the modules/departments identified in this Agreement inside of a MOB to meet operational need. Subject to the terms of this Agreement, and the RN CBA, this resolves the dispute over Core vs. Float RNs in KPNW Primary

Care. The decision to "float" RNs between modules/departments is within the Employer's discretion.

### **Section 3: Float Pool Framework**

- Service Area RN Float Pool (locations of future MOB's will be included in the service area as determined by management)
  - ESA/CSA: MTS/EIN/GTW/RKW
  - NSA: CPK/SAL/ORC/LVK/BTL
  - MVSA: NLR/SKY/KZS/WSM/EUG
  - WSA: BVT/TUA/SST/CDR
- Service Area Float RN — An RN that is cross trained across all modules/departments within Primary Care MOB's that **floats between locations as well as modules/departments** within the service area to provide backfill.
  - Service Area Float RN would be eligible for "Float RN Differential" of \$3.00 per hour for all hours worked as a primary care service area float.
  - Service Area Floats would be eligible for travel time and mileage per the CBA and KPNW policies.

**The float pool allocation is within the Primary Care RN Ratio in total, determined by the annual budget allocation.**

### **Section 4: Preceptor Role, Onboarding, and Competencies**

The parties agree to create and implement new Primary Care RN preceptor, primary care RN competency, and onboarding roles and systems as described in Exhibit A.

### **Section 5: Commitments and Clarifications**

OFNHP agrees to withdraw all currently active grievances and all grievances in abeyance relating to primary care staffing, backfill, employee definition category definitions under Article 8 of the CBA, "floating" as related to movement of staff between modalities inside of a primary care **MOB**, training, onboarding, competencies and precepting related matters.

The parties understand and intend that this Agreement is limited to Primary Care (excluding the UC and Care Essentials) and that all CBA language not expressly identified in this LOU remains in effect.

The parties intend to replace Article 8G and 8H with the RN roles defined in this Agreement for purposes of Primary Care staffing only.

The parties agree to meet and confer at a mutually agreeable time and place regarding systemic issues with this Agreement, any issues of regional import arising under this Agreement, and any differences of opinion regarding the interpretation or implementation of the language of this Agreement prior to filing a grievance. The parties retain their rights to the grievance process but share an interest in the early and amicable resolution of any large-scale issues arising from the interpretation or implementation of this Agreement.

This LOA is intended to supersede the previous version of this LOA (RE: Primary Care Service Area Float Pool, Training, and Secondary Assignment Model) dated 7/18/19, starting at ratification of the CBA.

This LOA shall be effective upon execution, and shall sunset upon the expiration of the CBA, unless the parties or their representatives with the Alliance of Kaiser Permanente Unions and Kaiser Permanente agree to extend this LOU.

**AGREED:**

For the Union:

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Jodi Barschow, OFNHP President

For the Employer:

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Wendy Watson, COO, KPNW

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Adam Morris, Senior Administrator, KPNW

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Kirsten Paric, HR Consultant, KPNW