

OFNHP Registered Nurses
KPNW Management Comprehensive Proposal November 12, 2021
Updated 12:59 AM

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

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

1. Posting of Positions - Hospitals

- **Every** 90 days, representatives from the Employer and OFNHP shall meet to review the previous 120 days’ reporting period data for staffing.
- This review will begin in end of Q1 2022
- Scope: Inpatient – Med/Surg, Critical Care, ED, Maternal Child only.
- For these arenas use this formula to demonstrate Need for Work: **(Straight Time FTE + Qualifying Hours defined below) / (Straight Time FTE) > 1.5** for the 120 day review period
- In no event will the FTE resulting from this calculation be higher than the **actual** demand over the 120 day reporting period (will revert back to actual percentage increase in demand if that should happen)
- If Demonstrated Need for Work formula >1.5 and such a pattern is likely to continue, a **permanent** position will be submitted for posting to regional position approval UNLESS position(s) representing that work is actively posted.
- FTE of **permanent** position is calculated by this formula: **(Difference between Demonstrated Need Formula and 1.5) X straight time FTE**,
- Alternately: LMP Labor Management Staffing Committee (*established by the National Agreement*) may recommend alternative mixes of position coding to equal the same amount of additional FTE.
- **Definition** of Qualifying Hours for Demonstrated Need for Work - Contribute to the 1.5 Calculation:
 - ~~FTE above full-time by bargaining unit nurses~~ Overtime FTE by bargaining unit nurses
 - FTE of agency, registry, and/or “Traveler” nurse
- This provision is intended to rebuild trust; unless mutually agreed to extend, it **will** sunset **at the expiration of the 2021 Alliance National Agreement**.
- For an illustrative example please see KPNW OFNHP RN Ex. 1.

2. Posting of Positions – Ambulatory Primary & Specialty Care

- Every 90 days, representatives from the Employer and OFNHP shall meet to review the previous 120 days' reporting period data for staffing.
- This review will begin in end of Q1 2022
- **Scope: Ambulatory Care – Primary Care including Peds; Urgent Care; OB/GYN; Infusion (Onc and Non-Onc together)**
- For these operational areas use this formula to demonstrate Need for Work: **(Straight Time FTE + Qualifying Hours defined below) / (Straight Time FTE) > 1.5** for the 120 day review period
- In no event will the FTE resulting from this calculation be higher than the **actual** demand over the 120 day reporting period (will revert back to actual percentage increase in demand if that should happen)
- If Demonstrated Need for Work formula >1.5 and such a pattern is likely to continue, a **permanent** position will be submitted for posting to regional position approval UNLESS position(s) representing that work is actively posted.
- FTE of **permanent** position is calculated by this formula: **(Difference between Demonstrated Need Formula and 1.5) X straight time FTE**,
- Alternately: LMP Labor Management Staffing Committee (*established by the National Agreement*) may recommend alternative mixes of position coding to equal the same amount of additional FTE.
- **Definition** of Qualifying Hours for Demonstrated Need for Work - Contribute to the 1.5 Calculation:
 - ~~FTE above full-time by bargaining unit nurses~~ Overtime FTE by bargaining unit nurses
 - FTE of agency, registry, and/or "Traveler" nurse
- This provision is intended to rebuild trust; unless mutually agreed to extend, it will sunset **at the expiration of the 2021 Alliance National Agreement**.

3. Hospital Nurse Staffing

~~KPNW and OFNHP have a mutual interest in providing the highest quality care to KPNW patients and having appropriate nurse staffing levels. The parties acknowledge that there are times when staffing levels may need to be adjusted based on factors, including but not limited to, acuity and emergent needs. This Agreement is intended to clarify parameters on staffing levels which meet the parties' mutual interests while allowing KPNW the ability to adjust staffing based on patient needs.~~

1. The Employer and OFNHP are committed to providing the highest quality care to Kaiser Permanente members and patients.

2. The Employer will make every effort to staff hospital units/departments to the Standards listed below, noting that exceptions may be needed in cases of patient acuity, nursing workload/intensity, and unforeseeable circumstances.
3. Under normal circumstances, a nurse will not be assigned a patient load greater than the standards below.
4. The parties agree to meet and discuss this Agreement as changes occur due to emerging innovation, technology, empirical evidence, and resulting models of care. Any modification of these standards shall be made only by mutual consent.
5. This agreement applies only to KPNW Hospitals (SMC and WMC) and is intended to supersede provisions of the 2014 Affordability Agreement, where applicable. Per this agreement, the terms “matrix” and “matrices” in the 2014 Affordability Agreement will be defined as Staffing Standards going forward. Upon ratification, OFNHP agrees to deem all outstanding grievances under the 2014 Affordability Agreement as settled and resolved.
- ~~6. This agreement is offered in tandem with KPNW’s Hospital Nurse Temporary Reassignment Proposal below.~~
7. This agreement will establish Staffing Standards at KPNW Hospitals (SMC and WMC), which are intended for scheduling purposes based on anticipated census, **acuity, and intensity.**

~~4. These Staffing Standards may be adjusted when necessary, to provide appropriate patient care as situations and circumstances require, including but not limited to, changes in acuity or census; discharge orders; emergency situations; unforeseen absences.~~

8. The Employer will staff a charge nurse in every emergency, bedded, perioperative, and/or periprocedural nursing unit/department. Units will be scheduled to meet their census based on the below standards without relying on the charge nurse. **It is expected that A charge nurse may at times have a patient assignment where the need exists.** Charge nurse may request a collaborative huddle to discuss staffing or the need for charge nurse to have a patient assignment other than break coverage.
9. ~~Under this agreement, rest break and meal coverage are provided by a combination of charge nurses, when necessary, and unit RNs using a team approach; the combination of which nurses do this coverage will be determined by considering acuity and intensity. It is expected that there may be a temporarily higher patient assignment due to this coverage. [Employer no longer proposes the language stricken here while maintaining current contract language and practice.]~~
10. ~~It is also expected that a charge nurse will sometimes have a patient assignment where the need exists (such as the situations listed in paragraph 4).~~

7. This agreement will establish the following KPNW Hospital Staffing Standards:

- a. Intensive/Critical Care: 1:2

- b. Step Down/PCU: 1:3
- c. Medical/Surgical/Telemetry: 1:4 day, 1:5 nights (except Oncology and Neurology patients)
- d. Emergency Department 1:4
- e. Postpartum couplets 1:4 1:3
- f. Postpartum mothers only 1:6
- g. Antepartum 1:4
- h. L&D 1:2
- i. PACU Phase 1 1:2
- j. OR 1:1

8. Disputes regarding this agreement will be escalated to an agreed upon Labor-Management Staffing Committee (as defined by National Agreement).

9. This agreement is non-precedent setting.

10. This agreement will be in effect by the end of the first quarter following ratification and shall sunset on the expiration of the 2021 Alliance National Agreement, unless explicitly extended in writing by both KPNW and OFNHP.

3. **Non Hospital Staffing Committee:**

Parties agree to the recommendations of the 2021 Alliance National Bargaining Staffing and Backfill Subgroup and do not propose changes to the local collective bargaining agreement.

4. It is understood that the LMP Staffing Committee agreed upon in the 2021 Alliance National Agreement shall not supersede or replace the statutory nurse staffing committees WMC and SMC.

5. **Hospital Nurse Temporary Reassignment**

Employer no longer proposes the language under this header while maintaining current contract language and practice with respect to floating or reassigning RNs.

Employer proposes the language updates below.

Article 10(L)

3. Process

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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~~

6. OFNHP RN Existing Differential Increases

The parties agree to the differential increases below:

- Increase existing Lead/Charge differential from \$2.05 to ~~\$2.30/hr.~~ **\$3.00**
- Increase existing Standby differential from \$3.78 to ~~\$4.10.~~ **\$4.75**
- Increase existing Inpatient Evening differential from \$2.69 to \$3.00/hr.
- Increase existing Outpatient Evening differential from \$1.18 to \$3.00/hr.
- Increase existing Inpatient Night differential from \$5.38 to ~~\$5.50~~ **\$5.90/hr.**
- Increase existing Outpatient Night differential from \$2.38 to ~~\$5.50~~ **\$5.90/hr.**

7. OFNHP RN – Inpatient Float Pool Differentials

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

Inpatient Float Pool Differential

Inpatient Nurses hired into a Float Pool position will be paid a differential of ~~\$2.75~~ **\$3.00** /hr.

- 8. Lactation Consultants:** Annual certification bonus of \$2,000 for certifications mutually agreed upon by the Employer relevant to the Lactation Consultant's practice area.

- 9. Wage Scale Adjustments:** Wage scale escalated to national table.

10. OFNHP RN – External Temporary Employee

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

EXTERNAL TEMPORARY EMPLOYEE

An external temporary employee is an employee who is hired from outside the Bargaining Unit to work for a specific period not to exceed 180 days and will be non-benefited and will not accrue BAH. Positions may be posted for up to 180 days.

External temporary employees will be paid a ~~7%~~ 12% differential in addition to all other applicable shift differentials and shall be required to comply with all requirements of dues/fees for OFNHP representation.

Such employees shall accrue seniority and may apply for another position within 30 days of end date of current assignment but will not be eligible to start such transfer until the current assignment is completed. This 30 day requirement may be waived by mutual agreement.

External temporary employees are not eligible for internal unit shuffles unless this is waived by mutual agreement.

11. OFNHP RN – Seasonally Coded Employee

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

SEASONALLY CODED EMPLOYEE

A seasonally coded employee is one that is regularly scheduled to work a defined number of shifts per week during some months of the year and a different defined number of shifts during the remaining months of the year. Designation of months and number of shifts regularly scheduled shall be made known at the time of hire and may be changed with at least 30 days notice, the Employee's consent, and mutual agreement of the Parties.

12. OFNHP RN – On Call Employee

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

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,~~ four (4) shifts over two pay periods except during four (4) weeks of the year when they will not be required to be available. If applicable, at least two of those four required shifts shall be on the weekend. Availability must match Employer projected needs per scheduling period at least ~~75%~~ 50% of the time. These requirements may be adjusted and/or waived by mutual agreement.

13. 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.

B. MUTUAL RESPONSIBILITY

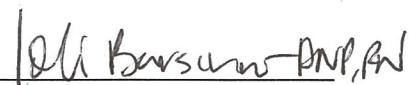
1. The employees acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer.
2. The Employer, the Union and the employees recognize their obligations and/or rights under Federal and State laws with respect to safety and health.
3. In the event an employee believes an unsafe environmental condition exists, the employee shall immediately bring the situation to the attention of ~~her/his~~ the supervisor. The employee may report the condition in writing or electronically to the Safety Officer, ~~and~~ the Safety Committee ~~Chairman~~, and/or the Workplace Safety Department's Employee Concerns Program. ~~and~~ The Employer will take whatever action it deems necessary to resolve the situation.

C. SAFETY COMMITTEES

1. 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.
 2. Facility safety committees review documented safety reports, such as employee injuries, concerns of potential hazards, workplace safety information, and conduct visual environmental safety checks.
- D. The Employer shall give consideration to appropriate NIOSH recommendations specific to the purchase, installation and operation of computer workstations. ~~Video Display Terminal (VDT) equipment~~. The Employer agrees to comply with all state and federal regulations related to the installation and utilization of computer workstations ~~VDTs~~.

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

TENTATIVE AGREEMENT**For the Union:**



Jodi Barschow
OFNHP

11/12/21

Date




Joshua Holt
OFNHP RN Chair

11/12/21

Date

For the Employer:



Deanna Dudley
Vice President, Human Resources
KPNW

11/12/2021

Date

Justin McGowan

Date

Senior Administrator II, Care
Delivery
KPNW



Mindy Schiebler
OFNHP RN Vice Chair

11/12/2021



Robert Sokol
Director, HR Employee & Labor
Relations
KPNW

11/12/2021

Date



Katie Johnson
OFNHP RN Vice Chair

11/12/21

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

Date