



OFNHP

2018 LOCAL BARGAINING TENTATIVE AGREEMENTS



**REGISTERED NURSES
TECHNICAL EMPLOYEES
PROFESSIONAL EMPLOYEES**

OFNHP and KPNW Tentative Agreement- Local Bargaining

Part 1: Implementation Plan

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.

Part 2: Supplemental Staffing

Strike the current "On Call" ("zero coded") contract language for:

- OFNHP RN Inpatient¹;
- OFNHP RN Outpatient²;
- ONA RN³;
- OFNHP PRO⁴;
- OFNHP Tech⁵; and

replace the above cited language cited with:

OFNHP - RN ARTICLE 8 D

D. ON-CALL EMPLOYEE

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.

¹ OFNHP RN CBA, Article 10 F (page 14)

² OFNHP RN CBA, Article 11 (page 30)

³ ONA RN CBA, Article 7 A(4) (page 5)

⁴ OFNHP PRO CBA, Article 2 (page 5)

⁵ OFNHP Tech CBA, Article 2 D (page 3)

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

ONA RN CBA Article 7(A)

4.

~~On-call employees must be available to work at least three (3) 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.~~

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.

OFNHP - PRO Article 2 C 2

On-call employees must be available to work at least three (3) 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.

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.

OFNHP – TECH ARTICLE 2, D 2

On-call employees must be available to work at least three (3) 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.

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.

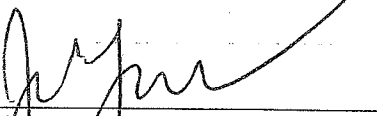
CCS additional agreement

The parties agree that OFNHP and KP will meet to review the Professional Employees CCS On Call Letter of Agreement executed in May of 2017. (OFNHP Pro 2017-00002).

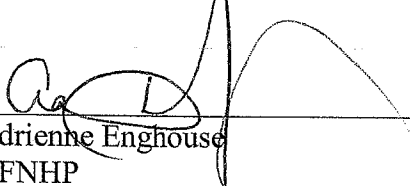
TENTATIVE AGREEMENT:

For the Employer:

For the Union:



Julie Falender
KPNW, Employee and Labor Relations



Adrienne Enghouse
OFNHP

8/23/18

Date:

8.23.18

Date:

KPNW Management Proposal 9/19/2018

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. Wage Scale "Longevity" Steps

- **OFNHP RN 25 Year Step:** on ratification of this agreement, all employees who are at step 11 with 20 years or more of experience, five of which are at KP, and who have been at step 11 for five years shall be granted a 2.5% 25-year longevity step.
- **ONA RN 25 Year Step:** on ratification of this agreement, all employees who are at step 11 with 20 years or more of experience, five of which are at KP, and who have been at step 11 for five years shall be granted a 2.5% 25-year step longevity step.
- **OFNHP Pro 12 Year Step:** on ratification of this agreement, all employees who are at step 8 for 6 years or step 9 for 5 years, and who have at least 12 years or more of experience, shall be granted a 2.5% step longevity step. Currently existing longevity steps (14@KP, 16@KP, 20@KP) will be raised by a commensurate amount.
- **OFNHP Tech:** on ratification of this agreement:
 - All employees who are at step 8 for 6 years and who have at least 10 years or more of experience, shall be granted the 120-month 2.5% longevity step.
 - All employees who are at step 9 for 5.5 years, and who have at least 10 years of experience, shall be granted the 120-month 2.5% longevity step.
 - Dental Lab employees will advance to the 120-month 2.5% longevity step when they have been at the top step of their scale for 5 years.
- New hires shall not be placed on a longevity step.

2. Differentials

The parties agree to the differential increases below:

ONFHP and ONA Differential Increase Map					
Differential	OFN RN Inpt	OFN RN Outpt	ONA RN	OFN Tech	OFN Pro
Lead/Chg	\$0.40	\$0.40	\$0.40	\$1.05	\$1.05
Preceptor	\$1.10	\$1.10	\$0.80	\$0.80	\$2.00
Evening	\$0.19	\$0.08	\$0.08	\$0.11	\$0.23
Nights	\$0.38	\$0.16	\$0.16	\$0.26	\$0.45
Standby	\$0.28	\$0.28	\$0.35	\$0.35	\$0.40

3. Total Compensation Review Committee

The specific letter of agreement language is to be drafted that will reflect the following:

At KP, we take pride in being a great place to work and to receive high-quality, affordable care. Part of this equation is having and retaining excellent employees filled with passion for our mission and rewarding them with highly competitive pay and benefit programs. To ensure our pay and benefits are aligned with a competitive market place, they undergo regular review and assessment.

Wage Review Procedure

RFP Criteria

The parties will initiate this Wage Review Procedure in the fourth quarter of 2019. The Wage Review Committee will include three KPNW executives and three OFNHP representatives. The parties can each include one subject matter expert. No other contractual wage review process may be used during the term of the Procedure.

During this 30-day period, the Committee will meet and determine RFP criteria for vendor selection to complete a wage survey. Examples of criteria include, but are not limited to, health care organizations of similar size, and similar geographic area and cost of living.

Submit RFP

The Committee will issue the RFP and select a vendor within 60 days after the parties determine the criteria.

Analysis

Once the results of the wage survey are available, the Committee will review the results and make joint decisions regarding wages within 30 calendar days. It's the intent that the Committee will establish a common framework to assess position to, which will become the basis to address wages that are under or over market – both of which affect affordability and our ability to attract and retain top-performing employees.

The committee will consider, among other things, role, level, market availability of talent, tenure, and geography.

Problem Solving

If a dispute arises regarding the Wage Review Procedure set forth above, the parties agree to attempt to resolve it. However, the Procedure is subject to the following dispute resolution process.

Step 1: Mediation with FMCS within 10 business days of notification by either party.

Step 2: Expedited panel arbitration with one KP representative, one OFNHP representative, and a third-party arbitrator jointly selected from a FMCS panel. In the event the parties cannot agree on an arbitrator, they will use the current "strikeout" process.

Procedure Timeline

The Committee may extend any of the deadlines above by mutual agreement.

Expiration

This Wage Review Committee agreement expires with the expiration of the OFNHP Collective Bargaining Agreements unless extended by mutual agreement.

4. Consecutive Day Pay

Strike the current contract language and associated letters of agreement for:

- OFNHP RN;
- ONA RN;
- OFNHP Tech;
- OFNHP Pro; and

replace that language cited above with the following language:

Consecutive Day Worked:

a. For the purposes of this provision, the following will count in calculating consecutive days of work:

- i. All core shifts.
- ii. All clinical time above coding.
- iii. Mandatory Training Events
- iv. Nursing Unit Retreats
- v. Bereavement Leave

b. The following will not be counted in calculating consecutive days of work:

- i. Holidays taken

- ii. Float holidays taken
- iii. Ill time taken
- iv. Education days
- v. Standby hours
- vi. Vacation Taken
- vii. Flex Days taken
- viii. Non-clinical time above coding

The foregoing is offered as a full and complete settlement of the successor bargaining for the collective bargaining agreements between OFNHP / ONA and Kaiser Foundation Health Plan of the Northwest. By signing below, the parties are agreeing to a complete tentative agreement. This Tentative Agreement, the Tentative Agreement reached August 23, 2018, and the Alliance National Agreement reflect the total agreement between the parties. The parties agree to recommend ratification in good faith to their respective constituencies.

For the Employer:

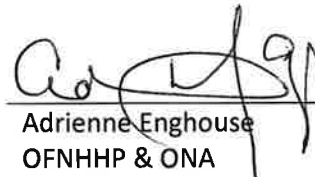
For the Union:



Janet O'Hollaren
Chief Operating Officer
Kaiser Foundation Health Plan of the Northwest

9/19/18

Date



Adrienne Enghouse
OFNHHP & ONA

9.19.18

Date



Frank Hurtarte
Vice President, Human Resources
Kaiser Foundation Health Plan of the Northwest

9/19/18

Date