

August 19, 2019

LETTER OF UNDERSTANDING
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS LOCAL 5017

RE: Scheduling of Extra Shifts for Regional Advice Nurses

BACKGROUND

Kaiser Foundation Health Plan of the Northwest ("Employer" or "KPNW") and Oregon Federation of Nurses and Health Professionals, Local 5017 ("Union" or "OFNHP") (collectively, "the parties") are parties to a collective bargaining agreement ("CBA"), which includes and covers Registered Nurses working in the Regional Call Center under the Inpatient articles of the CBA.

This LOU replaces the Issue Resolution dated May 2015 as well as Appendix F.14 Regional Call Center Staffing Process from the CBA. It clarifies ambiguous processes for scheduling and backfilling Regional Advice Nurse extra shifts.

AGREEMENT

The parties agree to the following:

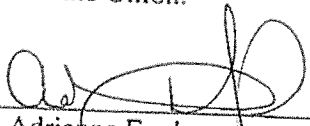
1. This Letter of Agreement ("LOA") applies only to Registered Nurses working in Regional Advice call center
2. This agreement is non-precedent setting.
3. Availability and extra shifts defined:
 - a. Staff may submit availability for extra shifts (outside of their standard shift)
 - b. Availability will only be accepted in 4 or more consecutive hour increments
 - c. An Extra Shift is an available shift of 4 or more consecutive hour blocks.
 - d. Extending shift lengths are discouraged except in emergent situations.
4. Pre-Scheduling Period
 - a. Defined in the calendar at back of contract (CBA Appendix E page 92. Current calendar can be found on RAN SharePoint site.)
 - b. Applies only to:
 - i. On call staff or staff who are coded less than full-time may provide availability during the Pre-Scheduling period.
 - ii. Straight time weekday and weekend shifts. Overtime is never pre-scheduled.
 - c. After coded hours are assigned, extra shifts above coding (but not over-time) are assigned in seniority order to staff who have provided corresponding availability.
 - d. Once extra shifts are assigned, staff are notified to review their schedule. Staff who are assigned shifts are expected to work these shifts as scheduled.

- e. If there is staff who have unused straight-time availability of 4 or more consecutive hour increments during the pre-scheduling period, their unused availability will be automatically carried forward to the ten-day open sign up window (see Ten Day Open Sign-Up Window Period).
 - i. Staff who wish to change or remove their remaining unused availability must submit before the documented deadline (CBA Appendix E page 92. Current calendar can be found on RAN SharePoint site.).
5. Ten Day Open Sign-Up Window Period
- a. Defined in the calendar at back of contract (CBA Appendix E page 92. Current calendar can be found on RAN SharePoint site.) as 10 days from the time the pre-schedule notification is completed
 - b. Applies to:
 - i. All staff can submit availability during the Ten Day Open Sign-Up Window Period.
 - c. At the end of the Ten Day Open Sign-Up Window Period, extra shifts are assigned in seniority order to staff who have provided corresponding availability with the following parameters:
 - i. Straight-time is always assigned before overtime.
 - ii. Over-time will be filled equitably.
 - d. Once extra shifts are assigned, staff are notified to review their schedule. Staff who are assigned shifts are expected to work these shifts as scheduled.
 - e. If there are staff who have any remaining availability of 4 or more consecutive hour increments, their unused availability will remain on the availability list for backfill needs (see Backfill Replacement Needs).
 - i. Staff who wish to change or remove their remaining unused availability must submit changes before the documented deadline (CBA Appendix E page 92. Current calendar can be found on RAN SharePoint site).
6. Open Scheduling Period
- a. After extra shifts are assigned for the Ten Day Open Sign-Up Window Period, any remaining extra shifts (straight time or overtime) are awarded on first come first sign up basis
 - i. Tie-breakers for signing up at the same time to be determined by seniority.
 - b. To be awarded shifts during the Open Scheduling period, staff must submit a new request specifically for the extra shift.
7. Backfill Replacement Needs
- a. For extra shift needs greater than 24 hours in advance,
 - i. Staff who have submitted availability (during the previous availability periods) for full shift (4 or more consecutive hour blocks) will be contacted in order of shift need. They are not required to work when contacted.
 - 1. Seniority will be used to award shift if there are multiple staff available for the same shift
 - ii. If shift remains unfilled (after contacting staff who have submitted availability) then a backfill text will be sent to staff with the intent to fill the full shift.

1. The first staff to respond with corresponding availability will be awarded the shift
- b. For extra shift needs less than 24 hours in advance,
 - i. Staff who have made themselves available (during the previous availability periods) for full shift (4 or more consecutive hour blocks) will be called in order of shift of shift need. They are not required to work when contacted.
 1. Seniority will be used to award shift if there are multiple staff available for the same shift
 - ii. If shift remains unfilled (after contacting staff who have submitted availability) then a backfill text will be sent to staff with the intent to fill the full shift.
 1. The first staff to respond with corresponding availability will be awarded the shift
 2. After 30 minutes, if the full shift hasn't been filled, partial shifts may be considered.
- c. If at any time, a staff's submitted availability becomes less than 4 consecutive hours, that submission will be removed from the availability list.
8. This agreement is between Kaiser Permanente (KP), the Oregon Federation of Nurses and Healthcare Professionals (OFNHP), for the Regional Advice Nurses. This agreement will continue annually. The parties will have the month of September to reopen the terms and conditions of this agreement by giving the other party written notice. If neither side reopens, this agreement continues. When reopened, the status quo is maintained pending negotiations.

AGREED:

For the Union:




Adrienne Enghouse
Executive President
Oregon Federation of
Nurses and Health
Professionals, Local 5017

9.16.19

Date

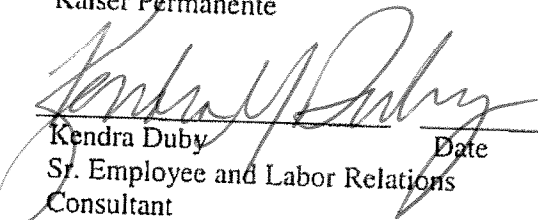
For the Employer:



Tanya Nielson
Executive Director
Regional Telehealth and Convenient Care
Services
Kaiser Permanente

9/12/19

Date



Kendra Duby
Sr. Employee and Labor Relations
Consultant
Kaiser Permanente

9/16/19

Date