

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

RE: RN FELLOWSHIP – EXTERNAL CANDIDATES

BACKGROUND

Kaiser Foundation Health Plan of the Northwest and Kaiser Foundation Hospitals (“Employer” or “KPNW”) and the Oregon Nurses Association and RN Bargaining Units of the Oregon Federation of Nurses and Health Professionals (“Union” or “OFNHP”) (collectively, “the parties”) are parties to a collective bargaining agreement (“CBA”) and enter into this letter of agreement (“LOA”).

Whereas in 2015, the parties agreed to a framework for existing KP nurses to develop skills in a new area of practice, Appendix O, this LOA addresses modifications for when candidates cannot be found among existing KPNW employees in the RN bargaining units.

Further, Appendix O is limited to shared understandings regarding RNs who are transitioning from one area of professional practice to another and is not meant to address matters related to new graduate residencies.

AGREEMENT

The parties agree to the following:

1. In response to a change in Oregon state law which created Nurse Interns for student nurses, the parties agree to adopt the use of the terms “Fellowship” to apply to opportunities for RNs with experience to develop skills in a new area of practice. The term “Residency” will be used for positions intended to be for new graduate nurses (RN New Grads).
2. In alignment with Appendix O, internal candidates already represented by the RN bargaining units are given preference for all RN Internship positions and the terms of that appendix shall govern.
3. In the event there are zero internal RN candidates for a posted fellowship, or fewer applicants than the number of fellowships posted, the Employer may post the positions for consideration of external candidates. Likewise, they may do so if there are internal candidates but none are acceptable due to issued Corrective Action, level three (3) or above, or other excluding criteria outlined in Appendix O.
4. If an external candidate is ultimately selected, all other terms of Appendix O shall remain in force, except for the requirement for being a KP employee in good standing.
5. If an externally-hired fellow is not successful in the fellowship program and remains in their probationary period but the Employer reasonably believes the fellow capable of performing work at KPNW for which they have appropriate experience and skills, the Employer will give preference to placing the fellow into a temporary position for up to 30 days to allow transfer rather than terminating employment. Refer to Appendix O, Section 6.4.

6. When a fellow transitions to their new permanent position after unsuccessful fellowship completion, their probationary period may have additional time added as follows:
 - a. OFNHP RN Bargaining Unit nurses will have 90 days added to their probationary period except that in no case will probation continue more than 180 days after the start of the permanent position.
 - b. ONA bargaining unit RNs will restart the probationary period per that CBA.
7. The employee will be notified of the extension at the time that they are offered the temporary position and notified of the final date of their probationary period within 7 days of beginning in their new permanent position.

This LOA shall continue in effect and sunset as of the expiration date of the current CBA or with 30 days notification of either party of intent to terminate this agreement.

AGREED:

For the Union:

 2-13-23

Jonathon Baker
President
OFNHP

For the Employer:

 2-14-23

Adam Van Den Avyle
Hospital Administrator, KPNW

Matthew D. Freeman 2/14/2023

Matthew Freeman
CNE, Kaiser Westside Medical Center
KPNW

Robert Sokol Feb 16, 2023
Robert Sokol (Feb 16, 2023 11:00 PST)

Rob Sokol
Interim VP, Human Resources
KPNW

Kirsten Paric Feb 15, 2023
Kirsten Paric (Feb 15, 2023 16:34 PST)

Kirsten Paric
Sr. HR Consultant
KPNW