

The Oregon Federation of Nurses and Health Professionals
And
Kaiser Permanente Northwest Region

Professional Employees

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PREAMBLE

This Agreement is entered into on March 30, 2026 between KAISER FOUNDATION HOSPITALS AND KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST (hereinafter collectively referred to as the “Employer”) and the OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5017, AFT, AFL-CIO (hereinafter referred to as the “Union”).

ARTICLE 1 – RECOGNITION

A. List of Jobs Recognized in the Bargaining Unit

The Employer recognizes the Union as the exclusive representative for all employees of the Employer as described in the following Bargaining Unit:

As described in the National Agreement Card Check Procedure on January 14, 2001 – All Audiologists, Cancer Counselors, Certified Diabetes Educators, Chemical Dependence Counselors, Registered Dietitians, Medical Social Workers, Nurse Practitioners, Nurse Midwives, Nutrition Specialists, Renal Nutrition Specialists, Resource Coordinators, Speech Pathologists, Genetic Counselors, Physician Assistants, Psychologists, Occupational Therapists, Mental Health Therapists, Physical Therapists, non-RN Childbirth Educators, and any and all additional job classifications listed in the OFNHP Professional wage scales employed by the Employer, excluding confidential employees, and supervisors as defined in the National Labor Relations Act.

B. Modified Jobs

Either the Employer or the Union may request a meeting if job responsibilities in the Bargaining Unit have changed significantly enough to warrant a different wage range. If so, the parties will negotiate a new wage range.

C. Unrepresented Employees

From time to time, Unrepresented Professional Employees may express an interest in representation by the Union. The parties hereby agree that if employees show interest in representation, the Labor-Management Partnership “Rules for Organizing” will be applied.

D. New Job Titles

The parties recognize that new job titles may be developed to reflect the evolution of care delivery. Prior to the posting of the newly formatted job, the parties will meet to determine representation status in accordance with the Labor-Management Partnership “Rules for Organizing.”

ARTICLE 2 – DEFINITIONS

A. Team Lead

1. Team Lead Differential \$2.05
2. Either party may request a review of adding or removing team lead positions at any time and both parties will participate in good faith using interest-based problem-solving processes.

3. Role of Team Lead

A Team Lead receives a differential for taking on team leadership responsibilities in an assigned work group. The Team Lead responsibilities include:

- a) Lead and facilitate workflow of the unit
- b) Problem solving and assisting in resolution of member care issues
- c) Assist with staffing and scheduling issues within approved team staffing rules
- d) Participates in staff training and orientation, mentoring and coaching up to but not including corrective actions
- e) Participates in evaluation of team performance in meeting member needs
- f) Existing arrangements in place at the time of this agreement and other duties as agreed upon by the workgroup
- g) Leads shall not be assigned to represent the workgroup by management unless elected to do so by the workgroup/union.

4. Selection of Team Leads

- a) Due to the nature of the lead position and the corresponding leadership responsibilities, lead positions will be filled on the basis of: previous work experience; potential leadership abilities; education and credentials; and seniority if qualifications are approximately equal.

- b) Interview Team

Management and the Union shall review applications and collaboratively select candidates to interview. Discretion may be used to alter team composition based on unit size while maintaining equal composition of Labor and Management.

- c) Selection Process

1. The Interview Team will conduct interviews and make hiring decisions by consensus.
2. The Interview Team will select a candidate to move on to a vote by the workgroup.
3. In the absence of a majority vote by the workgroup, the team lead may be selected by a majority vote of the Interview Team where Management and Labor shall have an equal number of votes.
4. If a majority vote by the workgroup or Interview Team is unable to select a permanent team lead, then one, or more, of the following can be implemented by a majority vote of the Interview Team:
 - a. The selection process may be repeated
 - b. The role may be placed on hold until agreed upon qualifications, training or coaching are completed

- c. The selected candidate may be temporarily assigned as lead for a trial period of 90 days.
- d) If the former lead is asked to onboard and train the new lead, they will continue to receive the lead differential until onboarding is completed.

5. Stepping Down

If the Team Lead wishes to either step down or is removed from the lead position, the employee shall have the option to remain in their current coding and location; or select an alternative vacant position by mutual agreement

Reselection of a Team Lead may be initiated through a majority vote of the workgroup.

An employee leaving a lead position will have the lead differential removed from their pay and remain at the same step and experience in the wage scale.

B. Precepting

Precepting work occurs when employees precept other employees, consistent with the grid below. Precepting work will be eligible for compensation by differential. Employees will be assigned to work as preceptors by their local health plan manager.

Precepting	Not Precepting
Teaching new, non-standard, or specialty skills to a co-worker	Orienting a new-hire to non-clinical job duties
Teaching a Kaiser care provider outside your job classification	Shadowing by a new hire without a teaching component
Teaching skills which are based on relevant Board Certification	Teaching non-KP employees/students
Remediating a co-worker as part of a documented assignment (e.g. ADA)	Administrative duties (e.g. making schedules)

C. On-Call Employee

On call status is defined as an employee who is carried on the payroll for work on an “as needed” basis to cover vacancies due to vacation, sick leave, increases in patient census or acuity and anticipated or unexpected absences of regularly scheduled employees. On call employees have no coded hours and are classified as hourly employees paid on an hour by hour basis; they are not eligible for benefits.

The workweek is defined as a seven-day period beginning at 0001 Sunday or the shift-changing hour nearest that time.

1. Wages

Wages are set for on call employees in the same manner as for coded employees but are paid on an hour by hour basis. On call clinicians are eligible for one and one-half times their hourly rate for hours worked over 40 in one workweek or more than eight hours per day unless the shift is prescheduled in excess of eight hours. Differentials such as UCC, evening, nights, holiday, and in-lieu-of-benefits differentials will apply.

Step increases will be accrued per 1,000 hours of work, not to exceed one step increase per year.

2. Scheduling/Availability

When extra hours are available they will be distributed in the following order: (1) coded employees; (2) seniority/straight time; and (3) seniority/overtime.

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, December 25 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.

On call staff will be pre-scheduled per departmental guidelines and will not be required to work unless pre-scheduled.

If an on call employee consistently works at least an average of .5 FTE (20 hours per week) over a period of six months, the employee will be offered the opportunity to be coded into a variable schedule for the hours the employee consistently works and will be eligible for benefits, unless the employee is backfilling one or more leaves of absence. In this instance there will be an issue resolution process, if requested.

3. The employee is responsible for documentation of hours worked and written request for upcoding.

D. Short-Hour Employee

A short-hour employee is one who is regularly coded to work less than .5 FTE and who has exempt status; they are not eligible for benefits.

The workweek is defined as a seven-day period beginning at 0001 Sunday or the shift-changing hour nearest that time.

1. Wages

Wages are set for short-hour employees in the same manner as for all coded employees. Differentials such as UCC, evening, nights, holiday, and in-lieu-of-benefits will apply.

Step increases will be accrued per 1,000 hours of work, not to exceed one step increase per year.

2. Scheduling/Availability

Short-hour employees will be pre-scheduled per departmental guidelines. They may choose to be unavailable for work for up to four weeks per year.

If a short-hour employee consistently works more than .5 FTE over a period of six months, the employee will be offered the opportunity to be coded for the hours the employee consistently work and will be eligible for benefits, unless the employee works in multiple cost centers, or are backfilling one or more leaves of absence. In this instance there will be an issue resolution process, if requested.

E. Part-time employees

(.5 to .9 FTE) may file a request to have their coded hours increased in increments of no less than four hours per week, provided the employee can show that the employee has worked those hours above coding for one year or more. If the supervisor expects this pattern to continue, the coded hours will be increased. Such requests will not be unreasonably denied. Employees not working their coded hours may have the coding decreased if the average hours worked is four hours per week or more over a one year period.

F. Clinical Specialist

At times there may be a business need for program development requiring the expertise of an employee(s) holding an advanced certification. If an employee is identified by the majority of the affected workgroup and Management to serve as a clinical specialist, there may be time held to support the additional work. Duties may include in-service to employees, clinical skill building, developing and updating clinical guidelines, consultation and/or co-treating with employees.

ARTICLE 3 – UNION SECURITY

A. Required Membership

1. All present employees in classifications covered by this Agreement shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.
2. All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.
3. Any current employee of the Northwest Region who transfers to a position covered under this Agreement shall not be required to pay any initiation fees upon transfer, but shall pay Union monthly dues or fees equal to such dues.
4. Employees who are required to join the Union or pay regular fees and who fail to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any employee is terminated for failure to comply with the provisions of this Article. In cases where termination of an employee would result in a critical staffing situation, the sixty (60) day period may be extended by mutual agreement between the parties. The Union will not unreasonably deny such an extension.

5. A Union representative shall have the opportunity to meet with the newly hired employees as part of the Regional Orientation process for the purpose of furnishing them with information about the Union. The Union's segment will be prescheduled during the Regional Orientation day and will consist of approximately one (1) hour, with a minimum guarantee of thirty (30) minutes. Orientation is considered as paid time for the orientee.
6. As provided by Federal Law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled and the employee shall make contributions to a tax-exempt, non-religious charitable organization of his/her choice.
7. The Employer and the Union shall equally share expenses for the printing of an adequate supply of copies of the Agreement by a union print shop. The Employer will provide office support for the data entry of the ratified contract, and will make a good faith effort to provide the Union with a compatible disk upon completion. The Employer shall provide copies of this Agreement to all new employees at the time of employment

B. Payroll Deduction of Dues

1. The Employer shall deduct from each employee's wage the amount of Union dues or fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.
2. The Employer will deduct biweekly Union dues for those employees who have voluntarily signed an agreement authorizing such deductions.

C. Employee Notices

1. Concurrent with the payroll data run each month, the Employer shall forward to the Union the names, addresses, work location, department, category, Social Security numbers, and date of employment of new employees. This report will also include the names of employees who have terminated employment, taken a Leave of Absence, or retired.
2. The Employer shall also provide to the Union the scheduled hours, location, and department of each employee on a quarterly basis.

D. Bargaining Unit Work

1. KFHP employees regularly performing job responsibilities customarily performed by Bargaining Unit employees will be subject to all the Articles of this Agreement.
2. The parties recognize that to maintain the orderly and timely provision of patient care, it may be necessary to utilize non-Bargaining Unit employees. This practice will not result in the layoff, either partial or total, of Bargaining Unit employees and will be in compliance with licensure laws and regulations.
3. Temporary or agency personnel shall not be used to perform work customarily performed by Bargaining Unit employees, except for meeting temporary, peak workloads, emergency needs, and

when all methods to deliver care with Bargaining Unit employees has not been sufficient to meet staffing needs.

4. The parties agree that because of the specialized skills performed by the Bargaining Unit, employees in supervisory positions may participate in the provision of care, which is primarily performed by Bargaining Unit employees. It is understood that this practice will not result in layoffs or erosion of Bargaining Unit positions and that supervisory positions will only be created in work groups which include at least one Bargaining Unit position.
5. When Bargaining Unit employees are unable to accommodate the volume of patient care needs, cannot provide specialized care required by a patient, or during the provision of low volume services, the employer may refer the care to outside subcontractors, provided the referral does not result in layoffs or erosion of the Bargaining Unit. If the subcontracting continues for an extended period of time due to vacancies, the parties will meet to discuss recruitment and retention actions.

E. Indemnification

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

F. Union Access

1. Duly authorized representatives of the Union and its affiliates shall be granted access, at all reasonable times, to enter the Employer's facility where employees covered hereunder are employed, when such visits are necessitated by matters concerning the administration of the Agreement, observing the conditions under which the employees are employed and assisting in processing grievances. The Union representatives shall, prior to and upon arrival at the facility, notify the Supervisor or Department Head or their designee.
2. No interference with the work of employees or the confidentiality and privacy of patient care shall result and such right of entry shall be subject to the facility or departmental rules applicable to non-employees, except that access shall not be restricted to any particular time of day.

G. Union Representatives and Union Activities

1. Officers, delegates and stewards of the Union or Employees designated to attend programs of the Union including, but not limited to, conventions, may be granted time off for such purposes. Time off shall be without pay. Requests for time off should be submitted as early as possible to the desired time off whenever possible. Such time off shall not be unreasonably denied.
2. The Employer will allow one (1) but may allow with mutual agreement with the Union more employees from the Bargaining Unit to be on a Union-related leave at any one (1) time for a period of time up to one (1) year, and may be extended beyond one (1) year if the Union business is on-going. The limit in this paragraph shall not be applied to Article 3, G.1.
3. Upon application for reinstatement at the expiration of the former assignment(s) provided such employee notifies the Employer of their intent to return to work thirty (30) calendar days in advance and provided that said employee is still qualified to perform the applicable job duties, after orientation to new technology and processes. An employee who requests reinstatement prior to the

expiration of their leave will be given preferential consideration for openings for which they are qualified.

4. The Employer may hire Temporary replacements if unable to fill vacated positions with On-Call employees.
5. The Temporary employee may be hired for the duration of the leave. If applicable Union pension trustees shall be made whole for time spent in trust meetings by the Employer when meetings occur during the employee's normal work shift.

H. Bulletin Board

A designated OFNHP Bulletin Board for the posting of appropriate matters pertaining to Union Business will be provided wherever possible in staff only work or break areas as mutually agreed by the manager and union representative. Where space is not available in each work area, a mutually agreed upon Bulletin Board will be placed in a central area. Bulletin Boards shall be no smaller than 17"x22". All posted materials shall be dated and signed by a Union Representative.

ARTICLE 4 – COMPENSATION/PAY PRACTICES

A. Base Salary

Exempt professionals who are members of OFNHP in Kaiser Permanente receive a base salary, as determined by the attached wage scales and shall be prorated for part-time employees.

B. Tenure Placement

1. New employees hired by the employer and internal KP employees transferring from another OFNHP Bargaining Unit will be placed on a tenure step based on the employee's previous relevant experience in a similar field. KP employees represented by another OFNHP bargaining unit, that promote to a job in a higher paid classification in the Pro Bargaining Unit will be placed, at a minimum, at a tenure step that reflects the salary equal to or greater than their current rate of pay.

Year for year tenure credit will be given for all previous experience in similar job positions in which the employee was employed on a basis of at least twenty (20) hours per week. Credit for previous experience of less than twenty (20) hours per week shall be prorated on the basis of one (1) year tenure credit for every three (3) years of experience.

The cap for tenure placement will be Step 9 for 13 step scales, or Step 7 for 11 step scales. Step 10 (for 13 step scales) or Step 8 (for 11 step scales) and above require KP experience.

2. Inter-regional transfers who have worked in their current, or similar, job title in any Kaiser Permanente Region, without a break in service of six (6) months or more will be placed on the following steps

11 Step wage structure

- 13 years @ KP at step 8
- 15 years @ KP at step 9
- 17 years @ KP at step 10
- 21 years @ KP at step 11

13 Step wage structure

- 13 years @ KP at step 10
- 15 years @ KP at step 11
- 17 years @ KP at step 12
- 21 years @ KP at step 13

3. No employee promoted to a higher paying job within the OFNHP Bargaining Unit shall suffer a loss of income comparing the salary job rate of the new job to the salary job rate of the old job.

Employees promoted from one job to another within the Bargaining Unit will be promoted to the salary step in the new job that provides a salary increase effective with the date of transfer.

The above practice does not apply to jobs with different rates based on certification (for example dietitian and certified dietitian). Individuals in such jobs will have a salary increase on a step for step basis upon receiving the appropriate certification.

4. Individuals who have been previously in a job now covered by the Bargaining Unit and then have held a job not covered by the Unit, but return to the Bargaining Unit, shall be paid the same salary step as the individual was paid prior to leaving.

Such individual will also be credited for experience in the job covered by the Bargaining Unit for the number of months in a Bargaining Unit job after receiving the last step increase, but prior to the transfer out of the Unit.

C. Salary Progression

Based on the step-entry date of the current position held by the employee, a tenure salary employee will move to the next step on the tenure scale according to the rules of the tenure/wage scale. Tenured employees must complete the requisite number of months indicated on the scale to progress to the next step. When an employee is moved to or from a differential wage scale, their time on the prior scale shall be credited towards the time required to move to the next step of the new wages scale. Examples of differential wage scales: Team Lead, Bi-lingual; On-call, clinical specialist, and all others.

1. For wage scales with 11 steps
 - a) Step 1-6 require 12 months in step (1 year) to progress to the next step on the wage scale
 - b) Step 7 requires 84 months (7 years) in step to progress to step 8
 - c) Step 8 requires 24 months (2 years) in step to progress to step 9
 - d) Step 9 requires 24 months (2 years) in step to progress to step 10
 - e) Step 10 requires 48 months (4 years) in step to progress to step 11
2. For wage scales with 13 steps
 - a) Step 1-8 require 12 months in step (1 year) to progress to the next step on the wage scale
 - b) Step 9 requires 60 months (5 years) in step to progress to step 10
 - c) Step 10 requires 24 months (2 years) in step to progress to step 11
 - d) Step 11 requires 24 months (2 years) in step to progress to step 12
 - e) Step 12 requires 48 months (4 years) in step to progress to step 13

D. Medical/Legal Court Appearances

1. Obligatory Court Appearances in Defense of Kaiser Permanente Cases

Kaiser Permanente will compensate any employee - employed, terminated, or on-call - for court appearances and legally mandated arbitration hearings for Kaiser Permanente defense. Preparation, such as reviewing of medical records and discussion with the legal team, will occur within an employee's workweek.

Compensation will be paid for time spent preparing for scheduled court appearances—reading charts, writing or dictating reports.

2. Appearing as the Treating Clinician for Cases Involving Kaiser Permanente Patients

Kaiser Permanente will compensate regularly employed employees for appearing as the treating clinician for cases that involve Kaiser Permanente patients. Compensation for employees will be handled the same as Kaiser Permanente defense cases. Kaiser Permanente will bill attorneys for the employee's time.

Terminated and on-call employees will not be compensated, but will need to bill the attorney directly for any compensation.

When an employee receives a subpoena from an attorney's office the employee should first notify Kaiser Permanente Medical Legal Services. Medical Staff Scheduling should then be notified so they can make the appointments and coordinate requests from the attorney's office.

3. Legal Cases Unrelated to Kaiser Permanente

For all cases that are unrelated to working for Kaiser Permanente, (i.e., prior employment, work done outside of Kaiser Permanente employment, private practice, etc.) an employee will need to use paid time off, or if that is unavailable, unpaid time off (full day increments only). Any compensation expected for this casework should be billed directly by the employee.

E. Professional Liability Insurance (Malpractice)

Kaiser Foundation Health Plan shall maintain professional liability (malpractice) insurance for bargaining unit members as follows:

1. The insurance shall be in a form and in an amount not less than that required by the medical staff bylaws at any hospital at which the professional is required to maintain clinical privileges. If the professional does not maintain these outside privileges, the insurance shall be in the form and amount determined by Kaiser Foundation Health Plan.
2. The insurance shall protect against claims by third parties arising out of acts or omissions of the professional in performance of services for KFHP or authorized in writing by KFHP.
3. The insurance may include such alternative risk management programs as KFHP may select, including self-insurance.
4. The insurance shall be subject to the restrictions and limitations provided by KFHP's insurance coverage.

5. In no event shall KFHP be required to provide insurance coverage for intentional wrongful acts or acts outside the scope of the professional's employment with KFHP.
6. KFHP may, in its discretion, elect to provide insurance coverage for volunteer activities outside of the professional's employment with KFHP. The professional must request such coverage in writing and KFHP will give notice of insurance in writing if KFHP elects to provide coverage. The professional must not receive remuneration, cash or in-kind, in order to be eligible for coverage.

F. Mileage Reimbursement

Mileage reimbursement will be administered through the employer's mileage reimbursement policy.

ARTICLE 5 – DIFFERENTIALS/ADDITIONAL COMPENSATION

The parties recognize that good patient care and the need of the organization may warrant an expenditure of time and effort beyond what is considered a normal work schedule. Additional compensation shall be provided for this work.

A. Standby

1. An employee will be paid \$6.25 per hour for the hours on standby.
2. The limits of the amount of standby for any work group shall be subject to joint-decision-making.
3. Standby pay will be dispensed regardless of whether the employee is called in.
4. When an employee is on standby on a holiday, PTO shall not be debited.
5. For the duration of callback, the standby differential shall remain in effect in addition to the standard rate of pay for all hours worked.

B. Standby Phone Consultation Stipend:

\$2,500 per quarter stipend to each employee identified by management who performs standby phone consultation.

1. Standby Phone Consultation is defined as an employee on standby who is managing patient care by telephone (e.g., RN consulting a clinician to manage a post-op patient's pain.)
2. Management determines which employees participate in Standby Phone Consultation depending on departmental need.
3. Phone consultation includes KP approved electronic communications for managing patient care.

C. Callback

1. When an employee on standby is called in to work, the time worked is compensated at the employee's hourly equivalent rate of pay, in addition to applicable differentials.

2. When an employee on standby is called back on a holiday, PTO shall not be debited, and the employee shall be compensated at one and one-half times his/her hourly equivalent rate of pay.
3. Callback hours will be calculated from the time of arrival at the worksite until the time of departure. A minimum of three (3) callback hours will be granted for each callback.
4. Employees will be compensated at their regular hourly equivalent rate of pay for phone calls while on standby, with a minimum of fifteen (15) minutes for each phone call.

D. Additional Direct Patient Care Duties

Additional direct patient care which is not part of the employee's base schedule and extends more than 60 minutes beyond the usual end of the shift in the hospital or clinic or field will be compensated at the employee's hourly equivalent rate of pay starting at the end of the regular scheduled shift, in accordance with departmental compensation practices prior to ratification in 2002. An employee is not obligated to work these hours. From time to time, premium stipend programs may be developed to meet patient care and service delivery needs.

1. Direct Patient Care Definition: eligible for after hours compensation and refers to healthcare services that involve direct interaction between a healthcare professional and a patient and/or caregiver, or coordination of direct patient care that cannot wait until next shift. This is exclusive of documentation
2. Employee must submit for the extra compensation to be paid to the manager by the end of the pay period after the extra comp day with date, time, patient HRN, dept/location of the extra time worked.

E. Shift Differentials

Differential pay is available to employees in accordance with the following. Work groups who work varying shifts shall determine under joint-decision-making the best mix of day, evening and night shifts to address the work being done.

1. Employees eligible for an evening or night shift differential shall receive a shift differential for all hours paid.
2. For the purposes of determining shift differential pay, the following shall be recognized as shifts.
 - a) Day Shift: 0700-1500
 - b) Evening Shift: 1500-2300
 - c) Night Shift: 2300-0700
3. Shift differential for employees will be in effect if a majority of hours of an employee's shift falls within the standard shift time in which case the appropriate shift differential will be paid for the entire shift. If the hours worked fall equally between the two shifts, the employee will be paid at the higher differential.
4. Applicable shift differentials shall be included in vacation, sick leave, Bereavement leave, holiday pay, and overtime hours worked.

5. Differentials will be additive if more than one criteria apply to those hours worked (for example, the night of a holiday).
6. The following differentials above the employee's hourly equivalent rate of pay will apply:
 - a) Evenings: \$3.48 per hour.
 - b) Nights: \$6.70 per hour.
 - c) Bilingual: \$2.00 per hour.

Any employees at time of ratification currently receiving the Bilingual differential will continue to receive the differential as long as they meet the requirements for the Bilingual differential below.

QBS certified are Health Care Professionals assessed as proficient in conversational language skills, basic command of a second language, in addition to a greater level of fluency, medical terminology and the ability to provide language assistance in various clinical settings. Skills will be determined through an assessment tool determined by the Employer.

Clinicians designated as QBS certified in Spanish, Russian or Vietnamese, who routinely utilize the appropriate language skill/level (over 24 hours per quarter), shall receive a bilingual differential premium for all hours worked.

For languages besides Spanish, Russian or Vietnamese, KP may assess whether a specific role should be subject to reclassification where an employee has the qualifications to qualify for a bilingual job classification and has a current or planned high utilization of another language in clinical work.

- d) In Lieu of Benefits Differential: \$6.00 for all qualifying members of the Professional Bargaining Unit.
- e) Precepting work will be eligible for a \$3.20 differential per code PWD.
- f) Team Lead Differential - \$2.05 per hour.
- g) Advanced Certification Differential - \$2.00 per hour

7. Advanced Certification Differential

The advanced certification differential will be paid as a separate differential and not as an embedded rate.

Employees with a KP approved advanced certification recognized by a national organization and working in that area of certification shall be paid a differential of two dollars (\$2.00) per hour (regardless of the number of certifications) for all hours worked using TIME form 3341. A complete list of approved certifications, developed in partnership and approved by the Employer shall reside in **appendix ?????**. Employees holding an approved advanced certification will notify their manager in writing at the time of certification and provide evidence of certification. The employee must

maintain all educational and other requirements to keep the certification in good standing. Certification pay will be effective within 30 days of submission of documentation and approval by management. Certification pay will cease if employees allow advanced certification to lapse.

F. Holiday Pay

1. Recognized holidays

- a) New Year's Day
- b) Martin Luther King Jr. Day
- c) Memorial Day
- d) Independence Day
- e) Labor Day
- f) Thanksgiving Day
- g) December 25

2. Eligibility for Holiday Pay:

- a) Any employee regardless of FTE status, including on-call employees who work a shift on the actual holiday will be paid at the holiday rate of pay as described below.
- b) All employees with scheduled hours of 20 or more hours per week (0.5-1.0 FTE) are eligible for holiday benefits as below. There is no waiting period.

3. Employees on an unpaid leave of absence are not eligible for holiday pay.

4. Definition of holiday pay for pay purposes for night shift:

On the recognized holidays as listed above, the employee will be paid 1.5 the employee's hourly equivalent rate of pay for all hours worked plus 1.0 for the holiday. Employees scheduled to work the night shift shall receive the holiday rate of pay from 1800 the evening prior to the beginning of the holiday to 0800 on the morning after the holiday.

5. Holidays falling on Saturday or Sunday when clinics are closed:

Departments normally closed in recognition of the holiday will observe the holiday on the Friday before the Saturday holiday, or the Monday following the Sunday holiday. The actual holiday will be recognized for purposes of paying premium holiday pay.

Example: December 25 falls on a Sunday and the facility is closed on the following Monday in recognition of the holiday. If the employee works on Sunday, they will be paid premium pay. If the employee then works on Monday, they will be paid straight time.

6. Pay for Holiday benefit when the Holiday is Not Worked:

- a) If a holiday falls on a normally scheduled workday and a 0.5-1.0 FTE eligible employee is scheduled off because of the holiday, the employee will received pay at the normal straight time rate for the number of hours that the employee would have received had they worked.
- b) On a day that an employee either is normally scheduled off, has an irregular schedule, or does not work the holiday, the employee shall receive one of the following:
 - 1. Additional pay equal to one-fifth (1/5th) of the employee's average coded weekly hours per pay period
 - 2. Bank the number of hours equal to one-fifth (1/5th) of the employee's average coded weekly hours per pay period

Example: If employee works 30 hours in week one of the pay period and 40 hours in week two, for an average of 35 hours per week, they will receive seven (7) hours of pay or seven (7) hours to bank.

$$30 + 40 = 70 \text{ hours in pay period}$$

$$70 / 2 = 35 \text{ hours weekly average}$$

$$35 / 5 = 7 \text{ hours (paid or banked)}$$

7. Pay for Holiday Benefit when Holiday is Worked:

- a) Employees who work on a holiday will be paid at the rate of double time and one half for the holiday worked (1.5X rate for the holiday worked and 1.0X rate for the holiday taken), OR the employee may be paid 1.5X rate for the holiday worked, and “bank” the holiday for the number of hours worked on the holiday.
- b) If an employee works a double shift on a holiday, the first shift will be paid at double time and one half (2.5X) rate and the second shift at time one and one-half rate (1.5X rate).

8. Employees who choose to “bank” holidays shall:

- a) Use the holiday as the first day of the next scheduled PTO vacation
- b) Use the holiday by the last pay period in the year it was “banked”
 - 1. (For example, December 25, 2021 falls in the benefit year for 2022, and would need to be taken prior to the end of the last pay period of 2022).
 - 2. This deadline may be extended where the date of the beginning of the new payroll year makes it impossible to use a banked winter (December 25 or New Years Day) holiday in the same payroll year or by mutual agreement.

G. Stipends

- 1. If an employee is required to work in a clinic in another service area other than his/her normal clinic location (Portland, Salem, Longview/Kelso) the employee will receive a stipend of \$100 for each half-day session and mileage reimbursement.

2. Continuing Care Services Nurse Practitioner After-Hours Call: For the purposes of addressing the mutual interest of appropriate pay for after-hours call (standby) and callback within the Continuing Care Services Department and for the Nurse Practitioners who work with the Long Term Care Program, there is an additional stipend of \$700 per quarter year for each nurse practitioner who participates in CCS after-hours call (standby) to compensate for the additional work expectations. See Article 5B above for the Standby Phone Consultation differential.
3. Paneling: Primary Care Nurse Practitioner or Physician Assistant Panel Size: Nurse Practitioner or Physician Assistant panels are considered “full” or “closed” when the panel fills 80% of capacity (using the current panel methodology). Some panel sizes will vary based on individual practice and responsibilities in the team. This will be determined at the local level.

Participation in the paneling incentive program is at manager and provider discretion. To qualify for the paneling incentive, the PC NP/PA must be 100% dedicated to paneling per the monthly paneling report.

Incentives:

- a. Prorated by FTE up to \$2000/quarter if equal to or greater than 115% paneling measured at the end of the quarter.
- b. Prorated by FTE up to \$2500/quarter if equal to or greater than 125% paneling measured at the end of the quarter.
- c. Prorated by FTE, NPs and PAs not meeting above criteria will be eligible for up to \$2500/quarter if they are at a PROMOTE status per the monthly paneling report for any 60 days of the quarter.

H. Urgent Care - Premium Pay Program

All Nurse Practitioners and Physician Assistants who work in the departments of Family Practice and Internal Medicine may be required to work in Urgent Care Clinics (UCC) on weekends and are required to work holidays in UCC as established in work unit’s service area. Family Practice and Internal Medicine NP/PAs may be expected to participate in the standby rotations for the Urgent Care Clinics.

1. Pay Practice Guidelines

- a) Any Primary Care NP/PA who works UCC shifts will receive an \$8/hour premium in addition to their regular pay. Such employees will receive twelve (\$12.00) per hour premium when working a UCC on a holiday on the same basis as holiday pay as outlined in Article 5F
- b) All differentials and the remainder of the Pay Practices Guidelines apply.
- c) NP/PAs will be paid for all hours of direct patient care in UCC that extend beyond their usual shift in 15-minute increments.
- d) Shifts mandated above and beyond what are outlined in the following sections will receive compensation at twice the regular hourly rate for that shift, plus shift differentials and pay premiums that apply. There is also a guarantee of a minimum of 3 hours per call-in regardless of hours worked.

2. Scheduling Primary Care NP/PAs in Urgent Care

- a) Each urgent care location will continue its current UCC scheduling practices. Changes to current practice may be implemented via the LMP process as defined by the National Agreement (see sections: Issue Resolution & Corrective Action).
- b) Adjusting Primary Care Clinic Schedules to Accommodate UCC shifts:
 1. NP/PAs are required to have a minimum of a 12-hour rest between scheduled mandatory shifts unless the Nurse Practitioner or Physician Assistant waives this right.
 2. Other arrangements for time out of / Physician Associate (NP/PA) clinic can be made on an individual basis with prior approval by Health Plan supervisor per clinic scheduling process. This time out of clinic cannot be accrued and must be taken within the same pay period as the UCC shift.

Primary Care PA/NPs working mandatory UCC shifts may remain FTE neutral in their base schedule for the pay period. This time may be taken in full shifts or partial shifts at the employee's discretion. If the employee chooses to work that day, the employee will be paid extra compensation per contractual pay practices.

3. Urgent Care Weekend Shifts (Adult Primary Care)

- a) Primary Care NP/PAs may be scheduled to work weekend, non-holiday, urgent care shifts.
 1. NP/PAs working .65 FTE or greater may be expected to work one (1) weekend day and be standby one (1) weekend day per six (6) month period.
 2. NP/PAs working less than .65 FTE may be expected to work one (1) weekend day and be standby one (1) weekend day every other twelve (12) month period.
- b) Standby
 1. Adult Primary Care NP/PAs will provide standby coverage for their regularly scheduled UCC setting.
 2. Standby shifts will not exceed one day per six (6) month period.
 3. For standby shifts NP/PAs may be called in to assist in reducing prolonged patient waits, at the discretion of the clinicians present, only after the backup physician has been called in. Standby may also be called to fill unscheduled absences of NP/PAs.
 4. NP/PAs activated from standby will be paid for hours worked with a minimum of three hours compensation, in accordance with the current pay practice guidelines, shift differentials and premium pay practices, including standby pay.
 5. Standby obligation will start an hour before start of shift and end 3 hours after the start of the shift, for a total of four (4) hours.

6. Using the LMP process, local groups have the option of refining the backup system to meet specific local needs. All backup systems will be monitored to ensure effectiveness.

4. Participating in the Urgent Care Holiday Rotation

- a) Adult Primary Care NP/PAs will be expected to fully participate in the holiday rotation. The holiday and their associated weekend are: New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and December 25.
- b) The Primary Care NP/PA rotations may include a combination of pre-scheduled shifts and/or back-up shifts over one holiday period each year. A holiday period will normally consist of three days, including the corresponding weekend shifts that may surround the holiday. If a holiday falls mid-week, then the holiday period consists of one day. If a holiday falls within one day of a weekend, and the intervening day is declared a clinic closure day, then the holiday period will consist of those 4 days. If the holiday falls on a Monday or a Friday, the holiday period will consist of three days. Holiday pay only applies to the actual holiday.
- c) The holiday rotation obligation is limited to one day per holiday period per year regardless of status (e.g. full time, part time, float).
- d) Holiday schedules may be filled with volunteers; volunteering above and beyond one's own Holiday Rotation does not waive the assigned holiday obligation. An NP/PA assigned to the Holiday Rotation is given preference over volunteers.
- e) Trading holidays is an accepted practice but will need to be individually arranged between NP/PAs.
- f) Primary Care NP/PAs will be permitted to comp off if they work a holiday or a day within the holiday period.
- g) Primary Care NP/PAs will be pre-assigned holidays and associated holiday periods on a rotating basis. Holiday obligation will be rotated year to year for the holiday they are assigned. Rotation will occur from a later holiday to the next earliest holiday (e.g. scheduled Independence Day year one would result in Memorial Day obligation year two)
- h) Primary Care NP/PAs will be rotated within the list for their holiday with the NP/PA at the top of the list being called first. If scheduled to work, the Primary Care NP/PA would be moved to the bottom of the list for the next year.
- i) Effort will be made to schedule Primary Care NP/PAs at the closest UCC site to their duty station.
- j) Primary Care NP/PAs will not be required to contribute to the holiday rotation until their Probationary Period has been completed.

- k) The holiday rotation list will be updated prior to each holiday schedule build. Eliminations from the list due to departures will be made and additions will be added to areas that have the least number of available NP/PAs. The holiday rotation document will be shared at least annually. Additions will be made to the made to the bottom of the list where operational need dictates.
- l) If Primary Care NP/PAs do not fulfill the holiday obligation that they are scheduled to work, they will remain at risk for an additional holiday period at the discretion of management over the next 12-month period.
- m) Primary Care NP/PAs will not be expected to work a Holiday Rotation and mandatory UCC weekend shift in the same month.

5. Distribution of Urgent Care Hours

Hours will be distributed in the following order:

- a) Dedicated UCC staff
- b) Primary Care staff filling remaining available shifts; these will be distributed to interested NP/PA in order of seniority: first to coded staff and then to on-call staff
- d) After regular staff and on-call NP/PAs have been assigned/offered shifts, then the remaining shifts will be posted for moonlighters

7. Meal Breaks

It is customary to allow time for appropriate meal breaks during an urgent care shift. This time would be compensated as time worked.

ARTICLE 6 – SENIORITY

A. Definition

1. Seniority is determined by the date of hire into a coded position in the Northwest Region into a discipline included in the bargaining unit. On-calls do not have seniority except as provided in Article 6.A.8.
2. The parties agree to add to the seniority of current and future employees in this Bargaining Unit who have been employed in jobs/disciplines not included in the Professionals Bargaining Unit in Kaiser Permanente's Northwest Region. We agree to do as follows: for every three (3) years that an employee was employed by Kaiser Permanente in the Northwest Region in a job/discipline that is not included in the Professionals Bargaining Unit, the employee's seniority will be increased by one (1) year up to a maximum of five (5) years additional seniority. For example, if an employee worked in the Northwest Region as a RN for nine years and then became a Nurse Practitioner, the employee's seniority would be increased by three (3) years. If an employee worked as a janitor for eighteen (18) years and then became a Social Worker, the employee's seniority would increase by five (5) years. Years will be rounded to the nearest year based upon months of

employment, i.e. seven (7) months and greater will be given one (1) year of credit, less than 7 months will be given no credit. Employment credit will be given only for periods where the employee was working 20 or more coded hours per week.

- a) Seniority will be based on hire date or return to department in job discipline for vacations, schedule/shift bidding, and education leave.
- b) For layoffs and reductions in force, seniority will be determined as follows:
 - 1) For employees with five or more years of employment, the seniority date will be the date of hire
 - 2) For employees with less than five years of employment, the seniority date will be set by the accrued compensated hours
 - 3) For on-call employees, the date will be adjusted according to Article 6.A.8.
3. Seniority will continue to accrue during Leaves of Absence.
4. Termination of seniority will only be by resignation or discharge for just cause.
5. Bargaining Unit employees with breaks in service prior to the ratification of the Agreement of February 25, 2002 will have seniority bridged provided:
 - 1) The employee voluntarily terminated and then was subsequently rehired within three years of the termination date, and
 - 2) The employee's service period prior to termination was of a greater duration than the break in service.
6. Employees who accept any KPNW region represented position outside of the Bargaining Unit and return to a Bargaining Unit position within six months shall have their previous seniority date restored upon return to the Bargaining Unit.

Employees who accept any represented position outside of the Bargaining Unit and return to the Pro Bargaining Unit after an absence greater than six (6) months shall have their seniority adjusted for time away.

Employees who transfer from the Bargaining Unit to any non-represented position in KP Northwest Region and return to the Bargaining Unit after an absence greater than six (6) months shall not have their previous seniority date restored upon return to the Pro unit.

Employees who transfer to a non-represented position in KPNW region and return to the Bargaining Unit within six months shall also have their previous seniority date restored upon return to the Bargaining Unit. If the absence is greater than six months, no seniority is restored.

Employees who transfer to any position outside of the KPNW region lose seniority immediately and will not have their previous seniority date restored upon return to the Bargaining Unit.

7. Employees returning to the Bargaining Unit shall not displace any other member of the Bargaining Unit except temporary or on-call employee(s) filling their former position. The returning employee shall be given preference over outside applicants in filling vacancies.

8. Seniority When Hired into Coded Position

An on-call employee who is hired into a coded position in the bargaining unit will not be granted seniority based on employee's date of hire as an on-call employee. An on-call employee who is hired into a coded position will be granted seniority at the rate of 1 year of seniority for every 1000 hours worked cumulatively in an on-call position. The calculation of the number of seniority years credited for on-call service cannot exceed the number of years worked while on-call. The on-call service must be in the same discipline as the coded position the employee is being hired into. Using this formula, the employee's date of hire into the coded position will be adjusted to reflect the employee's on-call service.

B. Seniority Lists

An updated seniority list of hire dates will be published by the Employer in January and June of every year. The exception would be in the event of layoff or reduction, when the Employer will produce a seniority list, which includes compensated hours for all employees with less than five years tenure within the disciplines affected by the layoff or reduction.

C. Job Postings

1. Employees shall have easy accessibility to job postings in the work site.
2. Workgroups may elect to follow the internal shuffle process outlined in Section D.2 below prior to posting open positions.
3. Jobs will be posted and open for bidding by employees in the bargaining unit and will be posted and open for bidding for a minimum of fourteen (14) calendar days. Postings will include job title, employee category, department, qualifications for the job, shift (day/evening/night), start and ending times of the shift, weekly coded hours, work site(s), pay rate, and notification the job is a Union position.
4. All Job Postings shall indicate the date of posting.
5. Job descriptions and addenda for all posted positions shall be retained in Human Resources for review by applicants.

D. Vacancies and Transfers

The parties agree that policies regarding vacancies and transfers should support good clinician-patient/client care and continuity of care. In some cases, this can best be accomplished when employees are able to practice in one location for their entire career. Vacancies and transfers policy balance this goal with the personal and professional needs of employees to transfer from one location to another and with changes in departmental service delivery plans related to changes in membership, technology, and facilities needs that require management to move employees.

1. Every Bargaining Unit applicant, who meets minimum job requirements, must be interviewed in person or virtually, and if rejected for a vacancy, must be notified in writing in a timely fashion.
2. Internal Shuffle:
 - a) To do an internal shuffle there must be agreement by labor and management of who is included in the workgroup. For purposes of this Article a workgroup shall be defined as: coded employees in the same job description and carrying the same work duties.

- b) Prior to posting a vacated position, if the workgroup elects, the workgroup shall engage in an internal shuffle by seniority, to be completed within two (2) weeks.
3. Positions will be awarded in the following order if qualifications, performance, and experience are approximately equal:
 - a) Bargaining unit employees, by seniority.
 - b) Other OFNHP represented employees
 - c) External applicants
4. Successful job bidders will be released to their new jobs, normally within thirty (30) days.
5. Opportunities for employees to cross train for jobs covered by this Agreement shall be posted in accordance with this Article.
6. In cases where work becomes available, but is less than a full-time equivalent position, the employees at the work site who are currently employed in a position of less than an FTE will have the option to be awarded part or all of the available work, in accordance with this Article, prior to any Regional posting. Schedule compatibility will be taken into consideration during the process.

E. Reduction in Hours and Layoffs

1. Relocation of Department
 - a) If the entire department is relocated to another facility, all employees will be moved to the positions at the new site without reapplying for the newly located positions.
 - b) If a department is to be partially relocated to another facility, and the FTEs remain constant or increase between the two sites, the Employer will first seek volunteers to move to the new location prior to posting vacancies. In order of seniority, the volunteers will be given the choice of locations. If there are not enough volunteers to fill the positions at the new location, the least senior in the affected workgroup will be required to relocate to the new facility or accept any open position within the region within six weeks of the relocation of the service to the new facility. No affected member of the workgroup may bump into an occupied position in the region.
2. Reduction or Layoff of FTEs
 - a) The Economic Security Agreement and Guidelines of the National Labor Management Partnership will apply.
 - b) At such time as the Employer believes there may be a need for a reduction in force, the Employer shall inform the Union and the parties will meet to attempt to find ways to avoid the reduction. If, after attempts to find alternatives to the reductions, it becomes necessary to permanently reduce the workforce, and either completely or partially eliminate positions, the Employer will notify the Union at least 60 days in advance of the reductions. During the set 60-day period prior to the reduction, the parties will initiate the process set forth in sections c, d, and e and complete the process within the 60-day period.

- c) Within the 60-day period, options for the affected employee will be developed by the parties, offered in order of seniority and will include:
 - 1. Voluntarily accept any open, comparable position in the Region prior to any other applicants.
 - 2. Accept placement into any position within thirty miles of the affected worksite. If no positions exist within thirty miles, the employee may be offered a position within sixty-five miles of the affected worksite.
 - 3. Bump as set forth in section d.
- d) For the purpose of implementing layoffs, it is recognized that individuals in certain disciplines may be qualified to assume the position currently held by an individual in another discipline or clinical setting. The positions which are accepted to be bumped shall be:
 - 1. Those for which the employee currently meets the qualifications, experience and performance requirements, as described in the job description and/or addendum. The employee may not bump into a prescriber discipline unless they are already a member of a prescriber discipline group (Nurse Practitioners, Certified Midwives and Physician Assistants) and meet minimum qualifications.
 - 2. Within the definition of comparable positions, as described in Article 6.E.4 below.
 - 3. Less senior than those affected by the layoff

If none are within comparable distance, the affected employee can waive the mile limit.

If none are within comparable FTE, the affected employee can select the position closest to the employee's FTE.

Those employees who are bumped may request a position of a less senior employee in the discipline in the region, or accept the layoff.
- e) After the bumping process is complete, the employee who is unable to bump will receive economic security for up to one year. During that year, if the employee is offered a position pursuant to Article 6.E.2 above, and the employee refuses the offered position, the employer's obligation under the Economic Security Agreement will cease for the individual and their employment will be terminated.

3. Recall of Employees

- a) Laid off employees shall be recalled in order of seniority to positions for which they meet minimum qualifications/licensure for a period of fifteen months from the date of layoff. During the period of recall, the employer will not hire from outside the organization into positions affected by the layoff. However, internal transfers with more seniority will be permitted to transfer into open positions prior to the recall of lesser senior employees in recall status.
- b) During the period of recall, the employee who has been laid off shall have the responsibility of identifying vacant and posted positions for which they are qualified/licensed to perform. The

employee must notify the human resources representative managing the recall process, who will stop the hiring process for the vacant position until the laid off employee is given information about the job responsibilities and skills, determined its comparability, and arranged for the position to be offered to the employee.

- c) If the position is comparable and the employee does not accept the position, the employer may remove the employee from the recall list and the employee may be terminated. Non-comparable jobs will be offered to employees if a comparable job is not available. If the employee does not accept a non-comparable vacancy, they will remain on the recall list.
- d) If no positions with a comparable FTE are available, the employee may combine two positions to achieve a comparable FTE if departmental scheduling and staffing requirements can be met, or the employee may assume the position of the closest to comparable, whether greater or less than their current FTE.
- e) Employees who are recalled shall have no break in service for benefit or seniority purposes. This will include bridging of benefits and hire dates upon recall. If the employee is recalled into a position with a lower salary, the employee continues to be paid their previous rate until the salary of the new position meets or exceeds their current rate.

4. Definition of Comparable Position

- a) Within one scheduled day of work per week from the affected position.
- b) With skill requirements that can be met by the employee within ninety days of training and education.
- c) Within 30 miles from the location of the affected position

ARTICLE 7 – PROBATIONARY PERIOD

New hire employees, including interregional transfers with twenty (20) hours or greater per week, shall be considered probationary during the first one hundred eighty (180) days of their employment. New hire employees including interregional transfers with less than 20 hours per week and on call new hire employees shall be considered probationary during the first year. In addition, an employee who changes to a new discipline will be on probation for one hundred eighty (180) days in the new position. If an employee who changes to a new discipline does not successfully complete probation, as determined by management, they will have the option to return as permitted by collective bargaining agreements to their previous discipline.

The probationary period may be extended for an additional ninety (90) days beyond the above referenced periods by mutual agreement. The total probationary period shall not exceed one year. Any discussion of extending probation will include a Union Representative and documentation indicating performance issue(s). During their probation, employees may be discharged or returned to their previous discipline without recourse to the grievance procedure.

ARTICLE 8 – LEAVES OF ABSENCE

A. Bereavement Leave

Effective the first day of the month following eligibility, benefit-eligible employees are eligible for bereavement leave.

1. When a death occurs in the immediate family of an employee in a benefit status, the employee shall be granted a Leave of Absence with pay up to four (4) regularly scheduled working days. In the event that the death, funeral, or other commemorative service occurs more than two hundred and fifty (250) miles from the employee's home, the employee shall be granted up to two (2) days of bereavement for travel time. Full days must be taken when tied to Bereavement Leave.
2. The employee will inform the Employer as soon as possible regarding the duration of the leave and time period during which the employee will be utilizing Bereavement Leave.
3. An employee may utilize Bereavement Leave up to twelve months from the actual date of the death of the immediate family member.
4. Immediate family member will be defined as:
 - Spouse, Domestic Partner
 - Parent, Step Parent, In-Law Step Parent, In-Law Loco Parentis, Step Child, Legal Child, Ward/Foster Child, Adopted Child
 - Child, Step Child, Child In-Law, Step Child In-Law
 - Sibling, Step Sibling, Sibling In-Law, Step Sibling In-Law
 - Grandparent, Step Grandparent
 - Grandchildren, Step Grandchildren
 - Relative Living in same household
5. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.
6. Once per calendar year, employees may use the paid bereavement day benefit as outlined above upon the death of an individual with whom the employee has a close association that is the equivalent of a family relationship, but who is not already defined as family in this section.

B. Family Medical Leave

1. Kaiser Permanente will grant a Family Medical Leave of Absence in accordance with State and Federal Laws and Kaiser Permanente Family Medical Leave Policy.
2. Provisions of federal and state law will apply to employees in both Oregon and Washington. The law that advantages the employee the most will be applied.
3. If applicable law or policy is to be modified or amended, the Union is to be notified 30 calendar days in advance of any change to the Kaiser Permanente Family Medical Leave Policy.
4. For eligible employees, Kaiser Permanente's Family Leave Medical Leave policy generally provides twelve weeks of protected leave per rolling twelve month period for the birth, adoption, placement of a child, to care for a family member with a serious health condition or the employee's own serious health condition, pregnancy disability, or to care for a sick child who does not have a serious health condition but requires home care.
5. An eligible employee is one who meets the eligibility requirements under either one or both the applicable state and federal law. Generally, under Oregon law an employee must be employed by

Kaiser Permanente for 180 calendar days prior to the start of the leave, and worked an average of 25 hours per week during that period. For the Federal law, the employee must be employed by Kaiser Permanente for twelve months prior to the start of the leave and worked a cumulated 1250 hours during that period.

6. Leaves under state, federal, contract and workers compensation will be administered concurrently where applicable.
7. The request for Family Medical Leave shall be written and submitted in advance when possible to do so. In cases of emergencies, the employee will notify the employer as soon as reasonably possible. The written request shall be on the form provided and must specify the reason for the leave of absence, the relationship of the employee to the person needing the care and the anticipated length of the leave.
8. Medical certification may be required from the employee's treating health care provider or the provider of a family member to substantiate the leave request within fifteen (15) calendar days of written request from the employer. In addition, a fitness-for-duty certification may be required before an employee returns to work following leave for his/her own serious health condition.
9. Employees will be required to use any accrued PTO, vacation, sick or ESL hours until they are exhausted. An employee must use accrued sick or ESL for their own serious health condition. To care for another family member whose condition qualifies for Family Medical Leave, an employee may use accrued PTO, vacation, ESL, or sick leave.
10. Upon return from an approved Family Medical Leave, the employee shall be reinstated to his/her former job assignment or alternate arrangement as mutually agreed upon and provided by law.
11. Eligible employees who are receiving Employer paid benefits shall continue to receive such benefits while on a Federal Family Medical Leave.

C. Jury Duty

The Employer and the Union jointly recognize the need to balance the civic responsibility of performing jury duty with the need to maintain coded hours and staffing levels.

1. Employees with at least thirty (30) days employment in a Full-time, Part-Time, Float or Short-Hour coded hour status who are required to report for jury service will be excused from scheduled work on such days. Such employees shall receive on days they otherwise would have worked, their regular straight time pay, including differentials.
2. The employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received. In cases where there is a combination of work and jury service, hours paid for jury service shall not count as hours worked in determining eligibility for overtime.
3. For scheduling purposes, a regularly scheduled employee on jury service shall be considered a day shift employee for days scheduled for jury duty. The employee will not be required to work regularly scheduled weekends, nor will the employee be required to make up weekends when excused from jury duty if the employee has performed jury duty equal to the employee's coded hours.

4. If the employee is excused from jury duty for an entire day, or is excused early enough in the day to permit working one-half (1/2) of a regularly scheduled shift, the employee will call the supervisor or designee to make known their availability to work.
5. Suitable work will be provided for the employee at their worksite or at a site within a reasonable commute from their normal work location. Failure to notify the Supervisor, or designee, of an excused jury duty will result in no payment of wages for that day.
6. If the employee's regularly scheduled shifts are evenings or nights, the employee and the supervisor may agree to have the employee work their regular shift on a canceled jury duty day.
7. Reimbursement for jury service as provided for in this Article shall be limited to service on one (1) jury assignment in any one (1) calendar year, unless additional jury service is mandated by the court.
8. Employees will be paid for time spent in a recognized court or government hearing or civil deposition when requested to appear or subpoenaed by the Employer.
9. An employee may use PTO, vacation time, or float days, if available, for other court appearances, provided the employee furnishes the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

D. Medical Leave

1. Non-Work-Related

- a) Employees disabled by a medical condition or injury not connected with their employment will be granted an unpaid Medical Leave of Absence (MLOA) after exhaustion of Employer-paid sick leave. A MLOA will be granted for the term of medical disability as estimated and certified in writing by the health care provider. Leaves will be granted in increments up to ninety (90) days, or a total maximum leave of twelve (12) calendar months per disability. By mutual agreement, leaves of absence can be extended beyond twelve (12) calendar months. If no job is found after twelve (12) months or further agreed upon extensions, the employee will be put on a thirty (30) day Personal Leave of Absence to find work within the organization. If no job is found, employment will be terminated. Requests for all initial leaves and all extensions must be submitted in writing to the employee's supervisor along with the health care provider's written certification of disability. Requests for urgent leave must be submitted as soon as circumstances permit. Non-urgent leaves must be requested in writing at least four (4) weeks prior to the anticipated period of disability whenever possible.
- b) Expiration of a MLOA is determined by the date the health care provider certifies an employee may return to work, or the last approved date, whichever comes first. An employee wishing to remain off work beyond that date must apply for Personal Leave of Absence.
- c) An employee with eighteen (18) months or more of continuous employment will receive employer paid benefits on the same basis as an active employee during non-work-related medical leave of absence up to a maximum of six (6) months provided that three (3) calendar months of active employment elapse between incidents of application.
- d) An employee who returns from a Medical Leave of Absence must present a health care provider release to return to work, upon request by the employer.

- e) An employee who returns from a Medical Leave of ninety (90) days or less shall be returned to their former job assignment. An employee who returns from a Medical Leave in excess of ninety (90) days shall return to their former job assignment if the position is available. If the position is not available the employee shall be returned to any open assignment of comparable status for which they are qualified.

2. Work Related

- a) An employee injured on the job or who contracts a disease or an illness from work shall notify the supervisor immediately after the incident giving rise to the injury or after becoming aware of the disease or illness.
- b) The Employer will provide assistance to the employee in applying for workers' compensation benefits.
- c) When an employee is able to work at less than full capacity on the recommendation of their health care provider, the Employer will make a reasonable effort to provide the employee with a temporary, modified work assignment. The temporary modified work assignment will take into account the employee's medical restrictions.
- d) Employer-paid sick leave will be integrated with workers' compensation payments, unless declined by the employee, to provide normal take-home salary until sick leave has been exhausted. Initial requests for leave and requests for extension must be submitted in writing to the employee's supervisor, along with the physician's written certification of disability. Leaves will be granted in increments up to ninety (90) days, to a maximum of one (1) year. During Work Related Leave, service credit toward tenure step increase will continue to accrue for the period of the Work Related Leave. Employees returning from Work Related Leave and/or modified work assignment will be reinstated at the appropriate step rate in their former position as determined by the Employer, provided the physician has released the employee to return to their regular employment and provided the combined length of Work Related Leave and modified work assignment has not exceeded one year. In the event the absence is greater than one (1) year, the Employer will return the employee to suitable and available work.
- e) An employee who has incurred a compensable work related injury, which by medical certification permanently prevents the employee from performing the duties of their regular employment, will be offered a suitable position which becomes available for which the employee is qualified after a reasonable orientation. Employees who do not meet the qualifications for suitable positions will be provided vocational assistance in accordance with State Law. Placement of injured workers will take precedent over posting and bidding rights of other Bargaining Unit members except employees affected by a permanent reduction in force. An employee who rejects an offer of a suitable position may be terminated.
- f) An employee on a Work Related Leave will receive employer paid benefits on the same basis as an active employee for a maximum of six (6) months after exhaustion of extended sick leave accrual. The employee will continue to accrue paid time off benefits while their accumulated sick leave is integrated with workers' compensation payment.

E. Military Leave

All employees will be afforded the opportunity for military leave in accordance with the policy as established and negotiated by the National Agreement, and available through the Human Resources Department.

F. Parental Leave

1. The Employer shall grant Parental Leave to any employee regardless of marital status, without pay for a period of up to ninety (90) calendar days in cases of birth or adoption. The period of Parental Leave shall begin with the birth or adoption of a child unless the mother is incapacitated. If so, Parental Leave shall begin for the mother when she is certified by a health care provider that she is no longer incapacitated. Employees on Parental Leave must first use 24 hours of Paid Time Off, exhaust all Extended Sick Leave and remaining PTO accruals before taking leave without pay.
2. Employees who have at least two (2) years' continuous service may request extensions to Parental Leave. Such extensions may be requested in increments up to one hundred twenty (120) days. Approval for extensions will be subject to departmental staffing requirements. Total Parental Leave shall not exceed a total of twelve (12) consecutive months. All leaves and extensions must be requested as far in advance as possible, with extension requests requiring a minimum notice of thirty (30) days.
3. An employee returning from a Parental Leave of ninety (90) calendar days or less will be returned to their former job assignment. A reasonable effort will be made to reinstate an employee to their former job assignment upon return from a Parental Leave in excess on ninety (90) calendar days, but not over one hundred eighty (180) days. If such a return is not possible, the employee will be reinstated in any vacant comparable position, with the same number of scheduled hours, for which they are qualified. Any employee returning from a Parental Leave in excess of one hundred eighty (180) days shall be given consideration for openings for which they are qualified. Employees on Parental Leave shall give the Employer at least thirty (30) days notice of intent to return to work.

G. Personal Leave

1. The Employer will grant Personal Leaves without pay upon an employee's written request when personal considerations justify such action and when staffing requirements permit. Such requests shall not be unreasonably denied. An employee must have at least six (6) months of continuous service to be considered eligible for a Leave of Absence for personal reasons. Leaves may be authorized for a period up to ninety (90) days. Leaves may be extended beyond the initial ninety (90) days, at the Employer's discretion. Any extension, (not to exceed an additional ninety (90) days) must be requested in writing and must be authorized, in writing, by the Manager. All leaves and extensions must be requested as far in advance as possible to allow for adequate replacement planning. Requests for emergency leaves must be submitted as far in advance as circumstances permit.
2. An employee who returns from a Personal Leave of ninety (90) days or less shall be returned to their former job assignment. The employee must contact the supervisor two (2) weeks prior to the end of the Leave of Absence to confirm the return to work date.
3. The Employer will make a reasonable effort to reinstate an employee who returns from a Personal Leave of more than ninety (90) days and less than one hundred eighty (180) days to their former job assignment. However, if the Employer is unable to provide such a placement the employee will be returned to a comparable, vacant position for which they are qualified. If no appropriate opening is available an employee will be granted a thirty (30) day extension to the leave and will be considered

for any openings according to the Seniority Article for which they qualify during that time.

4. Employees returning from a Personal Leave in excess of one hundred eighty (180) days will be given consideration for openings for which they are qualified according to the Seniority Article.
5. Employees who have at least two (2) years continuous service may request a Personal Leave of up to twelve (12) months for reasonable purposes, or may request an extension up to one hundred eighty (180) days beyond the six (6) month limit defined above. Such leave or extensions shall not exceed a total of twelve (12) consecutive months. Approval shall be at the Employer's discretion and subject to departmental staffing requirements. Employees on extended Personal Leaves, as provided for in this paragraph, shall give the Employer at least thirty (30) days notice of availability to return to work. Such employees will be given consideration for openings for which they may apply and are qualified according to the Seniority Article.

H. Union Representative and Union Activity Leave

Please refer to the National Agreement, Section 1.K.1 – Union Leaves of Absence

I. Continuation of Benefits While on Leave of Absence

Current employer paid benefit coverage may continue at the employee's expense during leaves, except as specifically provided for in preceding Sections. Arrangements must be made in advance to pay premiums for all benefits the employee wishes to continue while on leave. If the employee elects to discontinue benefit coverage, such coverage will be terminated while the employee is on leave and will be reinstated the first of the month following return to work.

ARTICLE 9 – EDUCATION PROGRAM

A. Bargaining Unit Education Program

1. Description: The Bargaining Unit Education Program is developed in recognition of the need for employees to receive continuing professional education. The Bargaining Unit Education Program includes an education leave component and an expense reimbursement component to use for education or professional development that contributes to continuing professional education or the enhancement of an employee's professional expertise and knowledge.
2. Eligibility: Employees working on a permanent employment status are eligible for the education program. Employees working between .5 FTE and 1.0 FTE will be provided a prorated education benefit based on FTE status. On-call and short-hour employees shall be eligible as established below.

B. Education Leave

Education Leave hours are provided to employees as paid time to pursue professional educational goals. The following qualify for use of Education Leave: courses, conferences, seminars, and other professional programs; home study, which may include studying for board examinations, subspecialty certification, or recertification or compensatory time related to education. Home study may qualify for education leave if specific goals and programs for home study are outlined and presented for approval. A leave of absence request form will be filed in advance, in no less than 1-hour increments, for all education leaves.

A Bargaining Unit member's normal compensation and benefits will not be affected while taking education leave. Patient access in the department will be taken into consideration when granting education leave.

Compensatory time off will be granted for travel related to education or education taken on a day that the employee is not scheduled to work.

1. Education Leave Hours

Forty (40) hours of education leave (prorated based upon eligible employee's FTE) is credited to the Bargaining Unit member's education leave account on January 1 for the current year. Education leave hours allotted on January 1 shall not change if the employees' FTE changes within the same calendar year. New employees eligible for education leave will receive less than forty (40) hours of education leave during their first year of employment—the amount of education leave will be determined by the Bargaining Unit member's hire date. New employees shall have access to education leave hours upon completion of their probationary period. A maximum of forty (40) hours of unused education leave may be carried over from one year to the next and shall not exceed eighty (80) hours. Upon separation, any positive education leave balance will be forfeited.

C. Education Fund Committee

1. The Education Fund Committee shall facilitate the equitable distribution and promote the use of the education fund to all Professional Bargaining Unit members. This committee shall be composed of three (3) members appointed by the Professional Bargaining Unit and no more than three (3) members from the Employer, who shall serve as regular members of the committee.
2. During September of each year of this agreement, the committee shall meet to determine the total number of budgeted FTE's in the bargaining unit. Once determined, the Employer shall pay into the fund \$1200 times the total number of budgeted FTEs.
3. An annual audit will be provided to the committee each March to include annual employee usage and residual amount. Any residual monies in the fund will be made available for that calendar year to all Professional employees, up to an additional \$2000 per employee for eligible education reimbursement. If the residual monies are less than \$600 times the total budgeted FTEs in the bargaining unit, no additional money will be available for that year. The Education Committee shall notify the bargaining unit of the audit results determining residual funds allotted for that year.
4. The committee shall determine the amount of money an Employee coded at .5 FTE or greater may roll over to the following year.
5. The committee shall meet at least once per quarter.

D. Education Reimbursement

1. An Employee who is coded at .5 FTE or greater shall be eligible for reimbursement up to \$1200 (prorated based upon FTE), plus available residual allotment, per calendar year. The calendar year for education reimbursement will begin on January 1 and will end on December 31.

2. **New Employees:** A new employee can apply for reimbursement from the education fund during their first year of eligible employment. The amount of education funds will be prorated based upon hire date. If hired during the first half of the year (January 1 through June 30) the full amount of education funds will be available – if hired during the second half of the year (July 1 through December 31) half of the annual amount will be available. (Annual amount will also be prorated for FTE). Probationary employees will accrue but may not access fund until completion of probationary period (conventionally 180 days for coded employees, one year for on-call).
3. **Submitting Expenses for Reimbursements:** Employees will need to submit their education expenses for reimbursement within two months of incurring the expense. Expenses more than two months old may not be accepted.
4. **Education Fund—Eligible Expenses:** The following education expenses are eligible for reimbursement from the Education Fund.
 - a) Professional Practice License fees for initial license and renewal
 - b) Board Certification fees
 - c) Continuing Professional Education or Professional Development Seminar and Conference fees and related expenses
 - d) Travel and lodging expenses (i.e., airfare, mileage reimbursement when using own vehicle according to mileage policy, auto rental fees, gas for rental vehicle, parking fees, travel insurance, required transportation, etc.)
 - e) Childcare or dependent care expenses which allow a Bargaining Unit member to attend a conference or seminar
 - f) Meals while attending conferences or seminars
 - g) Professional organization membership fees
 - h) Professional publications
 - i) Textbooks, audio books, ebooks, apps, podcasts, software, computer programs
5. **Business Expense and Training Reimbursements:** The following expenses will be reimbursed as business expenses and do not apply towards the Education Fund. To assure that these items are processed appropriately, submit them separately from all education fund expenses.
 - a) DEA license fees.
 - b) Professional Practice license fees for secondary license (if KPNW requests licensure in a second state).
 - c) Professional Practice license change fees (i.e., practice location changes, address changes, etc.).
 - d) Administrative Leave expenses.
 - e) Advanced Life Support Certification fees if required by employment position.

- f) Certification for neonatal resuscitation fees if required by employment position.
 - g) Professional recertification and/or additional certifications required by the Employer.
 - h) Employer mandated training not listed above.
6. An employee may submit a request in writing to their manager for consideration in having the department purchase a device or equipment as an outcome of training. Vetting will need to occur per current protocol for final approval. Purchase will be made solely at the discretion of management.

E. Bargaining Unit Administrative Leave Policy

This policy applies to attendance at meetings by employees in an official capacity as a speaker for Kaiser Permanente.

- 1. Administrative Leave: A Bargaining Unit member may apply for up to a maximum of three days of administrative leave within each six-month period. One day is granted for the presentation and up to two days for travel to and from the meeting if the meeting is outside the Portland, Oregon metropolitan area.
- 2. Expense Reimbursement: KPNW will reimburse one-half of all expenses up to a maximum of \$500 per six-month period. The speaker may retain any stipend or honorarium received.
- 3. Approval: Approval must be obtained prior to the requested leave from the appropriate manager.
- 4. Submitting Expenses for Reimbursements: Employees will need to submit their education expenses for reimbursement within two months of incurring the expense. Expenses more than two months old will not be accepted.

F. Tuition Reimbursement

The Tuition Reimbursement Program on the Human Resources Policies and Procedures website will remain status quo.

ARTICLE 10 – ETHICAL PRACTICE AND PROFESSIONAL ROLES

The Employer recognizes the standards for professional practice of employees governed by State and Federal laws and regulations. Employees will not be required to follow any practice contrary to Federal or State laws and regulations, or contrary to established standards for professional practice.

ARTICLE 11 – EVALUATIONS AND PERSONNEL FILES

A. Departmental Evaluations

- 1. Employees will be evaluated in writing at the end of the probationary period (and at the end of any extension of the probationary period) and thereafter, at least once per year by their immediate supervisor or departmental designee. The next higher level supervisor or departmental designee

will review the evaluation. Evaluations are for constructive employee development and shall be based on objective job-related criteria. Evaluations shall not be used in place of discipline, but may be used in conjunction with the disciplinary process.

2. The evaluating supervisor or department designee shall give the employee a reasonable advance notice of the time for the evaluation and shall schedule sufficient time for the evaluation process. The evaluating supervisor or department designee shall discuss the evaluation with the employee. The employee shall have an opportunity to read the evaluation at that time and to attach any relevant comments to the evaluation prior to its placement in the employee's personnel file. The employee shall sign the evaluation upon completion and that signature shall only indicate that the employee has read the evaluation. The employee shall receive a copy of the signed evaluation and of any attachments.
3. The supervisor or department designee shall provide timely and ongoing feedback pertaining to any job-related skills or behavior that fails to meet the minimum standards established for the employee's job category. A plan for improvement shall be worked out between the supervisor and the employee.

B. Personnel Files

1. The Employer shall maintain one (1) official personnel file and one (1) supervisory file for each employee. These files shall include records pertinent to their employment such as performance evaluations, written disciplinary notices, Leave of Absence forms, Personnel Action Forms, commendations and awards, and state or national registry, certification or licensure.
2. Each employee shall have the right to review the contents of their personnel file and supervisory file upon request. The employee shall be allowed to bring a Union representative. The Employer shall, upon request, provide copies for the employee of any information in their files.
3. All disciplinary notices and documentation of counseling sessions shall become invalid and shall be removed from the employee's supervisory files after one (1) year from the date of issue provided that no new material of the same or related nature has been entered into the file during the one (1) year period.
4. If there is any discipline or personnel action, which is grieved, and the Union has been denied the right of inspection of any material related to the discipline, these materials shall not be utilized in any step of the grievance procedure.
5. All access to personnel files shall be controlled by Human Resources. All access to supervisory files shall be controlled by the supervisor or authorized designee. All personnel and supervisory files shall be kept under lock and key.
6. Access to the personnel and supervisory files shall be limited to the employee, the employee's immediate supervisor, manager, bona fide Human Resources personnel, or clerical personnel responsible for maintaining the files. Any exception to the above access restrictions must have prior written authorization by the employee.

ARTICLE 12 – DISCIPLINE, CORRECTIVE ACTION AND DISCHARGE

A. Goal of Corrective Action

The goal of Corrective Action is to correct performance or conduct/behavior deficiencies, rather than to punish employees. In that spirit, the Employer and Union agree to work together to identify problems and craft solutions. This may include the use of other employees as mentors as is mutually agreed appropriate.

B. Location

The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.

C. Union Representation

An Employee shall have the right, and shall be informed thereof, to have a Union representative accompany them to any meeting which could result in Corrective Action, and to participate in the joint discovery process.

D. Just Cause

Corrective Action shall be for just cause only and will embody the principle of progressive discipline, where the Employer reserves the right to determine the appropriate level of Corrective Action. However, the Employer acknowledges that prior to making a decision, the Employer shall engage in joint decision-making with the Union and consider utilizing the Issue Resolution Procedure where appropriate.

E. Definition

Definition: Corrective Action (the parties agree to refer to the Labor Management Partnership's *Issue Resolution and Corrective Action, User's Guide and Toolkit* for guidance during the Corrective Action process).

The Problem Solving phase of the process:

- Level 1: Initial Discussion
- Level 2: Develop Action Plan

The Formal Disciplinary phase of the process:

- Level 3: Corrective Action Plan
- Level 4: Day of Decision
- Level 5: Termination

F. Record Keeping

A copy of the written Corrective Action, no matter what Level, shall be provided to the Union office upon completion. The employee is required to sign such a notice to acknowledge receipt.

G. Dispute

If the Employee disagrees with the Corrective Action administered, the employee may pursue the matter through the contractual grievance procedure.

ARTICLE 13 – BENEFITS, INSURANCE AND RETIREMENT

A. Paid Time Off

The paid time off program consists of various paid time off elements that work together under the direction of the employee to make sure that time away from work can be enjoyed without a reduction in pay. The program allows for the accrual of paid time off based on the longevity of the employee.

PTO is used for time that an employee is away from work for vacations or other elective time. PTO can be taken in partial increments. The Employer may not mandate the use of partial day PTO when not explicitly requested by the employee.

PTO is also used in conjunction with Short-Term Disability pay to maintain the full income level while disabled until the PTO is exhausted.

No Extended Sick Leave (ESL) balance will be required to access Extended Sick Leave (ESL) for “day one” of an illness or injury qualifying for this benefit.

1. All regular status employees shall begin accrual of PTO beginning on the date of hire or eligibility date. An employee will be eligible to access accrued time from their PTO account following the completion of the 90 days of work.
2. If an employee is concerned about exceeding the PTO cap, the employee can request to meet with their manager to develop a plan to use PTO hours.
3. Employees may cash out their PTO hours during open enrollment through the employer In-Service Cash Out (ISCO) process.
4. Requests for time off will be granted or denied within 14 days of submission of the request. Request for reconsideration will be made to the requesting employee’s manager and will be considered in accordance with the business needs of the department/service.

Full time

Length of services years (months)	Accrual rate per hour	Maximum Annual hours	Maximum Annual Days
0-2 years (0-35)	0.0731	152	19
3-6 years (36-83)	0.0923	192	24
7-11 years (84-143)	0.1115	232	29
12+ years (144+)	0.1308	272	34

Length of service begins at hire or eligibility date, whichever is later in any KFHP/H region.

B. Sabbatical Leave

(See Appendix E)

C. In Lieu of Benefits Differential

All short-hour, temporary, and on-call employees shall be ineligible for employee benefits provided under this Agreement except for premium pay of time and one-half (1-1/2) for worked holidays, shift differential pay and tenure increase eligibility.

In lieu of eligibility for employee benefits as referred to above, short-hour, temporary, and on-call employees shall receive a premium in-lieu of benefits. In no event will there be a duplication of the in-lieu-of-benefits premium and accumulation of or rights to employee benefits other than those specified above. Employees who are eligible for benefits, as provided for in this Agreement, may not elect to receive the in-lieu-of-benefits premium.

D. Sick Leave

Employees who are advised not to work by Employee Health for a non-industrial infectious disease will have those absences excused under the attendance policy. Employee and manager will explore opportunities for modified work activities as an alternative to absence.

ARTICLE 14 – RETIREE HEALTH AND DENTAL BENEFITS

A. Retiree Qualification

All Kaiser Permanente retirees must meet one of the following rules to qualify for retiree health benefits at age 65, unless modified below by Section B 1, 2, or 3.

1. Age 65 or older on their last day of employment and have fifteen (15) years or more of Service on their last day of employment, or
2. Younger than age 65, but age 55 or older and have fifteen (15) or more years of Service on their last day of employment, or
3. Younger than age 55, and their age plus years of Service total seventy-five (75) or more on their last day of employment.

A year of Service is defined as any calendar year in which the employee is paid for 1,000 or more hours.

The retiree health and prescription drug benefit coverage will be the same plan as the benefits for active employees, any changes that may occur to the active plan will also apply to the retiree coverage. Only the employee and any eligible dependents enrolled for health coverage on the date of retirement will qualify for retiree health coverage.

Coverage under the retiree medical plan will be provided through the Kaiser Permanente Medical Care Program (KPMCP). Retirees and eligible dependents who enroll in the retiree medical plan who are eligible for both Parts A and B of Medicare benefits are required to assign their Medicare benefits to the KPMCP. Failure to notify Kaiser Permanente and to maintain and assign all Medicare benefits for which the retiree and dependents are eligible will relieve the Employer from its obligation to provide retiree medical benefits.

If the current Medicare program is discontinued, substantially modified or replaced by a national health care program, these benefits will terminate; provided, however, that the retiree will be offered as an alternative plan substantially equivalent to that provided the active Kaiser Permanente employees covered under this agreement.

If a retiree is not eligible for enrollment in the KPMCP due to residence outside of the Kaiser

Permanente Northwest Service Area, they will be offered benefits as established under the National Labor Management Partnership Agreement. These coverage plans address those living in another Kaiser Permanente region and those living outside of a coverage area. (There are no dental or Part B Medicare reimbursement benefits provided for retirees who move outside of the Kaiser Permanente Northwest Service area.)

Coverage described in this Article will be provided for the life of the retiree and continue to a surviving spouse or domestic partner in the event of a retiree's death. If the retiree should die before the benefits commence at age 65, the coverage for the qualified dependents would commence when the retiree would have become eligible. Coverage for eligible dependents will end when they no longer meet eligibility rules, or upon the death of the retiree or surviving spouse. Reimbursements described below will be provided during the life of the retiree.

B. Benefit Differences Based on Hire Date

Following are differences in benefits available, based on the original date of hire, and the first date a retiree is eligible for benefits.

1. Hired on or before December 31, 1984, and eligible to retire on or before December 31, 1996 (although actual retirement is delayed to a later date)

The Employer will provide 100% of the plan cost for retiree health and dental coverage at the point of retirement. The coverage will include copays of \$0/\$1/\$2 for Medical, Prescription, and Dental respectively.

Kaiser Permanente will reimburse the retiree, and any eligible dependents, for full Part B of Medicare. Payments will be made on a quarterly basis. This benefit is only available if the retiree remains within the Kaiser Permanente Northwest Service area and maintains enrollment in the KPMCP.

2. Hired on or before December 31, 1984, and eligible to retire on or after January 1, 1997

The Employer will provide part of the cost for the retiree health and dental coverage at the point of retirement. The Employer and retiree will each share one-half of the future retiree medical and dental plan cost over the January 1, 1997 plan cost with the employee cost not exceeding 30% of the total plan cost.

Kaiser Permanente will reimburse the retiree and any eligible dependents \$43.80 per month for Part B of Medicare. Payments will be made on a quarterly basis. This benefit is only available if the retiree remains within the Kaiser Permanente Northwest Service area and maintains enrollment in the KPMCP.

3. Hired on or after January 1, 1985

The Employer will provide part of the cost for the retiree health coverage at age 65. The Employer and retiree will each share one-half of the future retiree medical plan cost over the January 1, 1997 plan cost with the employee cost not exceeding 30% of the total plan cost.

ARTICLE 15 – PENSION AND RETIREMENT FUNDS

- A. The parties agree to the following regarding the retirement plans which apply to all members of the OFNHP Professional Unit 2025

bargaining unit:

Current plans and benefit levels will be maintained during the agreement, until such time as modified as a result of a contract re-opener.

Kaiser Permanente Salaried Retirement Plan with the formula for benefits set at 1.5% of the final average pay over the highest 60 months of employment multiplied by the credited years of service. Plan B with the Employer contribution set at 5% of wages or a plan of equivalent value.

- B. Either party is permitted to open the agreement regarding pension within 20-50 days following the conclusion of the Defined Contribution and Defined Benefit subcommittee recommendations or discharge of the committee. If the agreement is re-opened to negotiate pension benefits, the union retains the right to strike.
- C. The employer agrees to provide a tax sheltered annuity program for employees.

ARTICLE 16 – HEALTH AND SAFETY

Please refer to the National Agreement, Section 1.J - Workplace Safety

A. General

The Employer shall take measures to promote the safety and health of employees during the hours of their employment, to promptly review safety or health concerns brought to the Employer's attention, and to take reasonable corrective action it determines to be necessary regardless of care delivery setting.

1. Appropriate protective equipment and clothing shall be provided by the Employer for all employees engaged in work where such devices and clothing are necessary to meet the requirements of all applicable laws, and the Employer will review recommendations of regulatory agencies and implement those that are appropriate.
2. The Employer shall provide adequate orientation, training, and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.
3. Employees assigned to locations where exposure to ionizing radiation is possible in the course of the work assignment shall be issued a film badge or similar detection device upon employee request. The Employer will maintain records of employee exposure.
4. The Employer will provide all commonly accepted or governmentally required and recommended tests and immunizations for exposure and contact with infectious diseases and hazards in the workplace at no cost to the employee or Bargaining Unit.
5. The facility specific safety committees will regularly review Safety Hazard Identification Forms and Incident Reports to determine whether the areas are unsafe and will promptly notify employees of all areas designated as unsafe and the specific hazardous conditions and engage in resolution of the problem.
6. The Employer shall take reasonable measures to prevent employees from being in an isolated situation with a person who is a potential safety risk.

7. The employees acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer. All proper safety devices and clothing required and provided shall be used and worn according to policies. The Employer, the Union and the employees recognize their obligations and/or rights under Federal and State laws, regulations and recommendations with respect to safety and health.
8. Facility specific safety committees, with an equal number of Employer and employee representatives, which reflect the general composition of the workgroup will regularly meet and formulate plans for implementation on how to eliminate hazards and unsafe work practices and to improve accident and illness prevention programs, including maintaining a map identifying all safe rooms in each facility that are available to all employees. In the event an employee believes an unsafe environmental condition exists, the employee shall immediately bring the situation to the attention of their supervisor. The employee may report the condition in writing to the Safety Officer and the Safety Committee Chairman.

All information shall be promptly forwarded to the appropriate facility specific safety committee for its investigation and a copy of the report and final decision shall be returned to the initiating department and employee.

9. It is understood that some departments (for example, Continuing Care Services) have unique health and safety issues. A department or facility Committee of Labor and Management will be established within 30 days of ratification of this contract to evaluate and create policies and procedures for managing high risk care environments. If this committee fails to come to an agreement, these employees would have recourse to the resolution procedures established under the National Partnership Agreement.

B. Equipment and Supplies

The Employer will provide all necessary and adequate equipment and supplies for the performance of employee duties.

C. Uniforms

1. The Employer will launder employee's personal work clothing in the event of contamination with hazardous substances or bodily fluids and will provide scrubs to complete the assigned shift.
2. The Employer will provide white cover jackets and/or scrubs based on the employer's inpatient and outpatient policy covering these items. Orthopedic and Operating Room employees will continue their current practice with regard to scrub use.
3. The Employer will continue to provide and launder lab coats and scrubs as per current practice. One year from ratification of contract, the employer shall expand the above benefit to all employees who are required to wear them.

ARTICLE 17 – MISCELLANEOUS

A. Rest and Meal Breaks

1. The parties acknowledge that the schedule practices of the Bargaining Unit vary dependent upon department, clinic, or workgroup needs.

2. The schedule will be constructed to allow for breaks and meals. If difficulties arise, the parties will have access to available issue resolution processes.
3. For so long as it does not violate state and federal law, Management at its discretion may authorize employees who are otherwise entitled to rest breaks and meal periods to combine rest breaks and meal periods. Such authorization will be by workgroup/department and shift. Requests for authorization shall not be unreasonably denied. Management shall have the right to cancel such authorization. In a workgroup and shift in which management has authorized combination of rest breaks and meal periods, and consistent with state law, an employee will continue to be permitted to take their rest breaks and meal periods separately if they prefer. Nothing in this Article shall modify the paid or unpaid status of rest breaks and meal periods.

B. Non-Discrimination

The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such person's race, color, ethnicity, ancestry, religion, gender, gender identity, gender expression, sex, sexual orientation, age, national origin, marital status, disability, familial status, physical or mental handicap, pregnancy and veteran status, or the membership in and/or activity on behalf of the Union, including but not limited to service as an elected official of the Union or the Professionals Bargaining Unit.

Both parties agree to encourage any employee who believes there has been a violation of this section of the Agreement to utilize internal review procedure established by the employer with union participation if they believe there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, they shall not waive their right to use the grievance procedure and shall have the option of filing a grievance starting at STEP TWO within ten (10) days of the decision resulting from the internal review procedure.

C. Orientation Program

1. New employees shall receive orientation to the Region, their facility and area of work.
2. The employee shall be paid for the duration of the orientation period.

D. Payroll Checks

1. Payroll checks will be issued on Friday, corresponding to the biweekly payroll cycle. Checks or Direct Deposit Advice slips will indicate the employee's name and address, hours worked and rate of pay per hour, shift, description of hours, amount of pay per description of hours, current and year to date gross and net pay, current and year to date taxes and other deductions, and vacation hours earned and accrual, and holiday pay. Direct Deposit Advice slips will also include the bank account number and date of deposit.
2. Errors in paycheck information or amount paid should be brought to the attention of the Payroll Department or departmental authority. A good faith effort will be made to correct errors on the next paycheck. Where the amount is an under payment equal to one regular day's pay or greater, a check in the amount of the difference due will be issued within two (2) working days. If an under payment is less than one (1) regular day's pay, the amount will be included on the next check. Where the amount is an overpayment, the employee may request a new check or an adjustment on the next succeeding paycheck.

E. Timekeeping

1. The parties agree that employees may elect to complete their own time records if they are in the same cost center and location. All of the employees in those cost centers must agree to complete their time records.
2. For those employees who choose to not complete their time records, the payroll department will continue to do this.

The employer will not make any changes in the time records without the knowledge of the employee. Errors in time records should be brought to the attention of the payroll department or departmental authority. Disputes regarding pay shall be subject to grievance procedures.

F. Harassment

The Employer acknowledges a responsibility to provide a work environment free of any type of harassment, including sexual harassment. Both parties agree to encourage any employee who believes they have been subjected to harassment to utilize the internal review procedure established by the Employer with Union participation if employee believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, they shall not have waived their right to use the grievance procedure and shall have the option of filing a grievance, starting at STEP TWO, within ten (10) calendar days of the decision from the internal review procedure. If a manager and a steward jointly agree harassment education is necessary or requested, training will be provided on paid time.

G. Employee Assistance Program

Employees shall have an Employee Assistance Program available to them for use at their own initiative. The program shall have service available that provides commonly accepted forms of assistance for work related or personal health or emotional and other problems arising from any source.

1. Objective

The objective of the program recognizes the value and contribution of current and continuing employees and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the employee's work.

4. Request for Employee Assistance

The Employer recognizes alcoholism, drug abuse and emotional problems as illnesses that are treatable. An employee's request for assistance under the Employee Assistance Program will not jeopardize their employment, job rights, or job security. The program is intended for assistance and rehabilitation of employees as a better course than discipline or discharge.

An employee may be referred to the program by a supervisor or Union representative. Confidentiality of all parties shall be strictly maintained.

ARTICLE 18 – SEPARABILITY

If any provision of this Agreement is found to be in conflict with the laws of the States of Oregon or Washington, Federal Law, or is invalidated by judicial ruling, the remaining provisions of the Agreement shall

remain in effect. In such cases, the parties will negotiate terms to bring this Agreement into compliance.

ARTICLE 19 – GRIEVANCE PROCEDURE

(Refer to National Agreement Section I. L .1 and Appendix C Issue Resolution)

A. Grievance

The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between employees and supervisors. Each party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. Issues may be resolved utilizing the Issue Resolution Process or the Grievance Procedure.

Some legitimate differences regarding interpretation and/or the application of this Agreement may, in fact, require a formal grievance process. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances. The Employer and the Union agree that all disputes will be settled as hereinafter provided. The parties also agree that there shall be no lockouts on the part of the Employer nor suspension of work on the part of the employees for the duration of the Agreement.

Any problems arising in connection with the application or interpretation of this Agreement may be submitted as a grievance by any employee or group of employees in accordance with the procedures provided in this Article. Class action, termination, discrimination, and workplace harassment grievances may be filed at Step 2.

The Employer and the Union agree that each shall have the right to file a grievance on their own behalf regarding problems that may arise regarding interpretation or application of the Agreement. All grievances shall be submitted in writing and explicitly cite the Article allegedly violated and the requested remedy. All grievances and related requests for review shall be signed by the Grievant or union representative.

Grievances, requests for review and decisions shall be delivered in person or via email to the appropriate management representative, Grievant and Union representative. If the response is by electronic mail, the date the response was sent will mark the beginning of the next step or process.

Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

The time limits contained in this procedure may be extended by mutual, written agreement of the Employer and the Union. If the Grievant or union representative fails to file an appeal within the time limit provided, the grievance will be deemed to have been resolved by the decision at the prior step. If the Employer fails to maintain the time limits provided, the Union representative may advance the grievance to the next step.

The Grievant and the Union steward participating in the grievance and arbitration meetings shall not lose pay associated with regular scheduled work hours for time spent in meetings unless there are “class action” grievances involving more than one Grievant, in which case the parties shall mutually agree on pay issues. Witnesses may be asked to appear at grievance meetings without loss of pay by mutual agreement. Meetings held in accordance with the steps provided in the following procedure shall be scheduled at mutually agreed upon times.

1. STEP 1

It is the intent of the parties that grievances be adjusted informally and/or at the first level of supervision whenever possible. Settlements reached at step one of the grievance procedure shall not be precedent setting for future similar or dissimilar cases unless specifically agreed to. If an employee has a grievance, she/he shall present it on the appropriate form to the immediate supervisor within 15 calendar days from when the employee became aware of the event from which the grievance arose. The grievance shall contain a statement of the issue being grieved, identification of the contract provision violated and a proposed resolution. The immediate supervisor shall meet with the Grievant and representative within 10 calendar days of the receipt of the grievance and attempt to resolve the grievance. The immediate supervisor or a steward for a Management grievance shall give a written decision to the Grievant, with a copy to the union, within 10 calendar days after the meeting (steward to supervisor if management grievance). If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within 10 calendar days after receipt of step 1 response.

2. STEP 2

Within ten (10) calendar days of receipt of the appeal to the Step 1 decision, the employee(s), the Union representative(s), a manager that has not heard the grievance, and the Human Resources Consultant or designee shall meet for a Step 2 meeting. Class Action, discrimination, termination, and workplace harassment grievances may be filed initially at step 2. The Human Resources Consultant (Union representative if Employer grievance) or designee shall give a written decision to the Union representative within ten calendar days after the meeting.

3. STEP 3

By mutual agreement, within ten calendar days of receipt of the appeal to the Step 2 decision, the parties may hold a Step 3 meeting. Participants at the Step 3 meeting should include the employee(s), the Union representative(s), a manager that has not heard the grievance, and a Labor Relations representative. The Labor Relations Consultant (Union representative if Employer grievance) or designee shall give a written decision to the Union representative within ten calendar days after the meeting.

If a grievance is not resolved at Step 3, or at Step 2 if the parties did not mutually agree to hold a Step 3, the Union or Employer shall have (90) ninety calendar days after receipt of

the step 2 or Step 3 response to notify the other party of its intent to advance the grievance to Arbitration.

B. Arbitration

At any time after receipt of an appeal of a Step 2 decision and before arbitration, by mutual agreement, the parties may seek mediation. The cost of mediation shall be shared equally between the parties.

Within ten calendar days following receipt of a notice of intent to arbitrate, the parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the parties may avoid the use of any arbitrator. Either party may avoid the use of one arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.

The parties by mutual agreement may use an expedited arbitration procedure.

The arbitrator shall hold the hearing in a convenient location as agreed to by the parties. The hearing shall commence within twenty-one days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty days following the close of the hearing or the submission of briefs, whichever is later. The decision of the arbitrator shall be in writing and set forth findings of fact, reasoning and conclusions on the issue(s) submitted.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

The arbitrator shall not, without written agreement of the parties, be authorized to add to, detract from or in any way alter the provisions of the Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

The arbitrator's pay and all incidental expenses of the arbitration shall be borne equally by the parties. However, each party shall bear the expense of presenting its own case.

If the grieving party believes there are specific documents or information in existence that are pertinent to the resolution of the grievance, that have not been presented, the Grievant may request such documentation. No violation of another's right to privacy shall occur.

The parties shall meet immediately after the execution date of the Agreement to mutually agree on 10 (ten) arbitrators who will serve as a panel during the term of the Agreement. If the parties cannot reach mutual agreement, each party shall select 4 (four) arbitrators for the panel and the parties will reach mutual agreement on the ninth (9th) and tenth (10th) panel members. If the parties cannot reach mutual agreement on the ninth (9th) and tenth (10th)

panel members, a list shall be solicited from the Federal Mediation and Conciliation Service (FMCS). The FMCS will be requested to submit a list that does not contain any of the eight (8) previously selected panel members. Selection of the ninth (9th) and tenth (10th) panel members will be made from that list either by mutual agreement or by alternately striking names until two are left. The first party to strike a name will be determined by the flip of a coin.

ARTICLE 20 – SCHEDULING AND TEMPLATES

C. Scheduling

1. Departments will work collaboratively to develop work group schedules, including holiday accountability.
2. The joint decision making process will be used to determine the number of employees that are prescheduled for time off to maintain integrity of patient care delivery requirements and address the need for employee work life balance.
3. Requests for time off will be granted or denied within 14 days of submission of the request.
4. In consideration that continuing education is a professional requirement for employees all attempts will be made to grant requests for education leave.
5. Seniority will be applied to resolve conflicting requests for time off.

D. Orientation of New Employees

Departments will recognize the employees additional responsibilities associated with orienting new employees to the department and will make the appropriate adjustment to schedules and caseloads to reflect the orientation work.

E. Teaching Non-KP employees/students

The below can be modified through labor and management agreement.

Teaching Duties, which do not involve an active KP employee, but instead involved a student, intern, resident or fellow will have held time on their schedule as listed.

1. Shadowing / Pre-professional Student Experience: no held time. (Student to arrive before clinic for orientation)
2. Clinic based professional student learners (e.g. MD/DO/PA/NP/CNM/MSW programs) with employee on set template / outpatient clinics:
 - a) Typical face to face clinic day hold two (2) appointment slots per day for oversight / supervision, not to exceed 60 minutes per day.
 - b) In addition to above, 15 minutes held time for orientation day one (orient to space, team, location of equipment, goals and expectations for rotation.

3. Non-templated professional student supervision: (e.g. Urgent Care, Emergency Departments, In-patient departments, Labor and Delivery, etc.) Clinical instructor will be allowed to decrease “quota” expectations to allow safe supervision of student work. Reasonable decrease quotas may include:

- a) ER/L&D/UCC, etc. – allow clinical instructor to decrease shift quota by 2 patients per shift to allow supervision of student work.
- b) In-patient: adjust patient census/assignment or quota (as operations allow)

For hospital and hospital based surgical services: employee will be excused from “floor duty” for 30 minutes midday to allow review of day and care plan with student and manage supervision.

F. Virtual Conversion

1. Virtual Conversion only applies to Departments where the Employer determines that virtual care is clinically appropriate and meets operational needs.
2. Professional employees will have the option to convert their daily schedule or shift to a virtual format and work remotely should they be unable to work on-site. The professional employee must have a remote work environment which allows them to fully focus on their work and is free of distractions.
 - a) When conversion to virtual occurs, the employee will be expected to complete their normal workload.
 - b) If the employee is unable to perform their normal work after conversion occurs, the employee shall contact their supervisor within thirty (30) minutes to discuss options to minimize patient care impact.
 - c) The employee may be required to contact their patients scheduled for the day and notify them that the appointment will be completed virtually.
3. Utilization of a work from home option would be limited to a maximum of two (2) days in a rolling six-month period. The employer retains the ability to extend beyond 2 days by exception on a case-by-case basis.
4. The Employer retains the ability to prohibit conversion to virtual on an individual basis if undesirable patterns emerge or the type of care is not conducive to virtual visits (e.g. scheduled procedures and any exam requiring a patient to have a physical examination). Undesirable patterns may include but are not limited to conversion before or after holiday or pre-scheduled vacation, a previously denied day off, prior to or after weekends or regular days off, recurrence of certain days of week or month. The employee must have the necessary resources to perform work assignments at home and a current telecommuting agreement. Departments that have the ability to provide virtual care will ensure all eligible employees have the necessary resources and a telecommuting agreement in place.

5. For employees that do not provide virtual care on a regular basis, the internet reimbursement stipend will not apply.
6. The Employer will notify the Union if there are concerns over Virtual Day Conversion and meet and confer on ways to address those concerns.
7. The Employer retains the right to cease a department's ability to convert if determined virtual conversion is no longer clinically appropriate or meets operational need to a virtual format.

G. Short Notice Cancellations

1. Classes

Bargaining Unit members scheduled to teach a Kaiser Permanente sponsored class will be paid for their regular preparation and presentation time if the class is canceled with less than 48 hours notice.

2. Facility Closure

- a) If the Employer closes a facility or a service and work is canceled prior to the scheduled shift, the employee may be offered work at an alternate location.
- b) If work is available at an alternative location, but the employee declines the work, the employee will be charged PTO for the day. If no work is available at an alternative location, the employee will be paid their regular salary for the day (exempt employees must be paid the daily salary if no work is available).
- c) If the Employer decides to keep some facilities or services open during adverse conditions, and all shifts cannot be filled by offering work to regular staff, "backups" may be called. If shifts are still vacant, the supernumerary list will be used to fill the shifts (areas/departments without supernumerary lists are encouraged to create one and forward it to the Emergency Operations Center care of Human Resources).
- d) If there is doubt regarding the availability of work, employees should contact the Emergency Operations contact telephone number (will function when there is an emergency event).

H. Primary Care

1. Creation of the schedule will occur at the local level. There will be no overbooks without individual nurse practitioner or physician assistant approval until such time that the local scheduling processes are resolved via joint decision making.

2. Pay Practice

Primary Care nurse practitioners and physician assistants, when patient care demands additional availability, may prospectively add appointment time to their daily schedules. They will be paid at their hourly equivalent rate for this work. This will follow local approval processes for extra clinics.

I. Templates

1. The intent of this parties is that the process described below will supersede all prior agreements regarding templates or modifications to templates going forward.
2. Existing templates will remain in effect until modified using this process. Those include but are not limited to:
 - a. Letter of Agreement: Speech Pathology Scheduling, KPNW, and OFNHP Local 5017, Revised 10.31.12
 - b. Letter of Understanding between OFNHP and Kaiser Foundation Health Plan Regarding Scheduling Templates in the Outpatient Physical and Occupational Therapy Departments, November 2023
 - c. Mental Health LOU Generalist LOU, April 2024
3. Template Changes
 - a. Upon written request by either the Employer or the Union to modify a template, the Employer and the Union shall engage in a collaborative process prior to implementing any future template changes.
 - b. The process may include using existing UBT teams, or a team representing the group of no more than two (2) management and two (2) labor representatives selected by labor. By mutual agreement, additional subject matter experts may also participate but their participation cannot delay scheduling of meetings. These discussions and input around templates should be held at the lowest applicable level.
 - c. The following can be considered or addressed when modifying templates, but not limited to:
 1. Census
 2. Complexity of specialties / caseloads
 3. Access
 4. Affordability
 5. Type of patient care
 6. UBT goals related to access, or scheduling, or patient satisfaction
 7. Quality metrics
 8. Appointment completion or schedule rates
 9. Days wait between treatment
 10. Length of service

11. National Standards and professional guidelines
 12. Documentation and coordination requirements
- d. The Parties will complete this process within thirty (30) calendar days of the first meeting unless extended by mutual written agreement. The work will be completed in a reasonable amount of time (meeting frequency and duration). The Labor Representatives should be released from their schedules to participate in the meetings. If the Parties do not reach agreement on a new template within this new timeframe, the right to implement a new or modified template rests solely with the Employer.
 - e. If grieved, an arbitrator's decision shall be confined solely to the application of the process outlined above and may not modify or reverse template changes implemented by the Employer.
 - f. The Employer may defer or decline requests to participate in the process if submission volume exceeds operational capacity or if the Union submits an excessive number of requests to modify a specific workgroup's templates; the Employer retains its rights under the law.

ARTICLE 21 – DURATION

This agreement shall be effective October 1, 2025 and shall continue in full force and effect up to and including June 1, 2029.

This Agreement shall be automatically renewed from year to year thereafter unless either party serves upon the other a written notice to modify or terminate the Agreement at least ninety (90) calendar days prior to the expiration date of this Agreement, specified herein. See Section 3D of the National Agreement between Kaiser Permanente and the Coalition of Kaiser Permanente Unions for additional applicable duration provisions which are hereby adopted and incorporated into this Agreement.

In witness whereof, the Parties hereto have executed this Agreement this 8th day of December 2021.

For the Employer:
Kaiser Permanente Medical Care Program

For the Union:
Oregon Federation of Nurses and Health
Professionals, Local 5017, AFT, AFL-CIO

DRAFT

APPENDIX A: WAGE SCALES

Wage Scales: OFNHP Professional Unit (with LMP reduction)

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APPENDIX B: SCHEDULING

1. OUTPATIENT PHYSICAL AND OCCUPATIONAL THERAPY

- A. Base schedules will be created that include the following configuration of new and return patients:

Eight Hour Schedules

- Four new patients at 45 minutes
- One new patient at 60 minutes (or at Therapist's option, one 30 minute new patient and one return patient at 30 minutes)
- Five return patients at 30 minutes
- Charting time total of 60 minutes

Ten Hour Schedules

- Five new patients at 45 minutes
- One new patient at 60 minutes (or at Therapist's option, one 30 minute new patient and one return patient at 30 minutes)
- Seven return patients at 30 minutes
- Charting time total of 75 minutes

- B. Canceled return patients will first be scheduled with a return patient; however, after checking with the Therapist, a canceled return appointment may be filled with a new patient.
- C. The above schedules do not include specialties (For example: bariatric, pelvic pain, vestibular).
- D. The new schedule will be implemented in all Portland and Southwest Washington Kaiser Permanente Northwest Medical Offices (not to include Salem). Transition will take place in January 2006, with full implementation in February 2006.
- E. Parties agree to review the above scheduling system quarterly after the implementation date and make necessary adjustments using an LMP process.

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APPENDIX D

LETTER OF AGREEMENT ON JOINT DECISION MAKING

Between Kaiser Foundation Health Plan of the Northwest
and Oregon Federation of Nurses and Health Professionals (Professional Unit)

In recognition of our mutual desire and obligation to engage in joint decision making in support of the KP Labor Management Partnership as embodied in Pathways to Partnership and the National Bargaining Agreement, we agree to the following principles:

1. The elements of KFHP of the Northwest, the OFNHP Professional Unit, and Northwest Permanente, P.C., commit to work together in good faith to further the interests of all these organizations.
2. We will make use of existing organizational and professional decision making bodies at the appropriate forums for joint decision making and whenever possible minimizing the creation of new "parallel" structures or groups.
3. The membership of the existing decision making bodies will perform and act as co-equal decision-makers when the following requirements are met.
 - Necessary training and education efforts have been completed and all members are sufficiently knowledgeable to function as informed and thoughtful decision-makers.
 - Participants understand and agree on what issues or items require recusal for discussion or abstaining from decision making. Such issues may include, but are not limited to, the fiduciary, representational, and professional requirements of the participants.
4. The joint decision making process should support initiatives for joint staffing as defined in the National Labor Management Agreement. These processes should not interfere with day to day staffing decisions necessary to meet patient needs.
5. The process needs to acknowledge Northwest Permanente's contractual accountability to determine physician staffing within KPNW.

To enact/activate these principles, we agree to:

1. Convene representatives of the employer and the union (Design Group), including appropriate professional resources, not to exceed eight members, to:
 - Determine and arrange for delivery of training;
 - Identify the existing groups appropriate for joint decision making recognizing the differences between groups involved with operational and clinical strategies;
 - Determine what resources are needed to implement this agreement;
 - Identify those stakeholders who should be directly engaged in joint decision making activities;

- Oversee the integration of new members into decision making bodies; and
 - Develop model charters for groups to guide integration and develop joint decision making.
2. The Design Group will be accountable to the Partnership Steering Committee and should continue to meet until integration is achieved and/or the Partnership Steering Committee determines that its work is complete. The first meeting of the Design Group shall take place no later than 90 days after ratification of the labor agreement.

To ensure the success of our efforts, we expect that participants in joint decision making groups will adhere to the values and principles of the Pathways to Partnership and National Labor Management Agreement.

APPENDIX E

SABBATICALS

Summary: Sabbatical leave is a significant block of time for a health professional to pursue professional medical education goals or medical social service goals. If a Sabbatical is primarily for educational purposes, that training should be performed at an institution that provides accredited medical education or other acceptable setting.

Purpose: The purpose of the Sabbatical leave is to enhance the recipient's ability to contribute to Kaiser as a Health Professional, Researcher, or to perform significant social service. They are an investment of Kaiser funds designed to increase the efficiency of the Health Professional Group.

Eligibility: OFNHP Professionals who work a minimum of 50 percent of a full-time schedule are eligible for Sabbatical Leave after seven years of consecutive service in the Northwest Region. An employee will submit a Sabbatical Leave Request form to their manager and the Professional Bargaining Unit Chair (or designee) for consideration. After approval of the Sabbatical, the Sabbatical request must be submitted, to Human Resources. Human Resources will notify the Health Professional and manager when the Sabbatical is approved (see also "Procedure" on next page).

Compensation: Health Professionals on authorized Sabbatical receive 50 percent of their expected compensation for up to six months in addition to a pro-rated TEAM payment and benefits. Expected compensation is defined as the employee's current base salary. All Sabbatical pay will be prorated based on the FTE level of the Health Professional one year prior to taking Sabbatical. An employee can work for Kaiser during their Sabbatical. But the employee during the Sabbatical cannot work more hours per month (actual hours worked + sabbatical time) than the average hours per month over the last 12 months, unless the employee is needed to provide adequate staffing.

Health Professionals on authorized Sabbatical leave will accrue PTO, ESL, CME, and Plan A pension credit based on coded hours. Plan B contributions will be based on actual pay received. Medical and Dental will continue based on coded hours according to the contract.

PTO and ESL may not be used when employee is on Sabbatical except to replace scheduled hours if employee is also working hours for Kaiser Permanente. If employee is ill or injured to extent Sabbatical cannot be continued, employee should notify Supervisor to end Sabbatical and return employee to regular employment and benefit status.

Repayment: A Health Professional who terminates from Kaiser Health Plan for any reason, within 12 months after returning from a Sabbatical will be required to repay a portion of salary received during the Sabbatical on demand, without interest. The portion of total salary paid during the Sabbatical will be prorated to the fraction of the 12 months the Health Professionals failed to remain with KAISER HEALTH PLAN.

Termination or Retirement: Since Sabbatical Leave is not accrued, there is no payout at retirement nor termination.

Malpractice Insurance: Health Care Professionals intending to practice for another organization while on Sabbatical should require that institution to provide malpractice insurance and provide documentation of same with the Sabbatical application.

SABBATICAL LEAVE REQUEST

Form: The required Sabbatical leave request form is available from your Health Plan Manager or Human Resources. The completed form along with communications of agreement from the sponsoring institution should be sent to Human Resources.

Attachments: Please include supporting acceptance documents from the hosting institution(s), if applicable.

Procedure:

1. The Health Professional requesting the leave completes the form and obtains approval from their manager and the Professional Bargaining Unit Chair (or designee). The applicant has the right to be present in the discussion between their manager and the Professional Bargaining Unit Chair (or designee). The request form and supporting documents are sent to Human Resources.
2. Human Resources will review form for completeness and approve the request as long as no more than ten (10) professionals are on leave at any one time. Seniority will be used if there are more applicants than slots.
3. All questions about implementation of the Sabbatical Policy will be decided using a joint decision making process outlined in the LMP process of the National Contract.
4. A copy of the approved request is placed in the employee's personnel file.
5. The start date for the Sabbatical must meet current staffing needs.

SABBATICAL LEAVE REQUEST FORM

[Send completed form via Interoffice mail or email to your manager and Bargaining Unit Chair (or designee)]

OFNHP Professional Unit _____ Application Date: _____

1. Name: _____
- Specialty: _____
- Work location/Facility: _____ Extension: _____
- Work Email: _____ Other Email: _____
- Home Address and Phone: _____
- _____
- _____
- Health Plan Manager and Contact Phone Numbers: _____
- _____

We certify that the above Sabbatical Applicant and Plan has been approved.

Signed: _____
Health Plan Manager _____ Date

Signed: _____
Bargaining Unit Chair (or Designee) _____ Date

2. Kaiser length of service anniversary date: _____

Complete years of full time service: _____

3. Sabbatical Leave: _____
From (Date) _____ To (Date)

4. Objective: Describe how this Sabbatical will enhance your clinical performance, ability to contribute to Kaiser as a Health Professional, Researcher, perform social service, and/or benefit the greater community:

SABBATICAL LEAVE REQUEST FORM

PAGE 2

5. Give a detailed description of your Sabbatical program:

6. List goals of your Sabbatical program:

7. Plan for how experience will be shared at Kaiser:

8. List agencies and/or organizations you will work with to accomplish the outcomes:

SABBATICAL LEAVE REQUEST FORM

PAGE 3

9. Identify a mentor, if necessary, to facilitate formation and implementation for your Sabbatical plan:

10. Lists dates you will submit updates to your manager regarding the progress of your project towards measurable outcomes:

11. If expecting to practice for another organization other than Kaiser Permanente while on Sabbatical, include documentation of malpractice insurance from that organization:

APPENDIX F

BACKFILL

In recognition of the shared value in the LMP, the parties agree to support the activities of stewards and labor partners by sanctioning and facilitating their inclusion in LMP meetings and steward activities. Both parties also declare a shared value in maintaining optimal patient care access and quality of care when arrangements are made for inclusion in such meetings. In order to improve the means by which stewards and union partners are excused for these activities, the parties agree to the following:

1. In order to implement the provision of the 2005 National Agreement that LMP and Union Steward activities be embedded in operational budgets starting with the 2007 budget season, the Union and the Employer will identify strategies that can be identified and leveraged between ratification of this agreement and January 1, 2006.

To this end, those units with Union Stewards and Partners and, where appropriate, Clinician Leads, shall work in partnership to develop a coverage plan for both planned and unplanned LMP and Steward activities.

In developing each coverage plan, the Union and the Employer shall consider the following interests:

- Support LMP work: optimize the ability of labor partners to attend LMP activities;
 - Steward representation of employees: support for Steward representation of employees throughout the Corrective Action process;
 - Maintenance of patient access to medical care: minimize/eliminate cancellation of patients due to LMP meetings and Steward activities;
 - Maintain quality patient care: ensure quality of care by allowing adequate time to accomplish clinical work;
 - Create a plan that fits within the current financial constraints of the 2005/2006 budget and LMP funds: must work within the 2005/2006 operational budget and LMP coverage fund.
2. The Union and the Employer commit to develop regional and local plans to implement the backfill language specified in the 2005 National Agreement by the beginning of the 2007 budget cycle.
 3. In order to aid local leadership groups to successfully develop and implement the plans resulting from the charge set forth in #1 above, the brainstorm options offered and discussed during the 2005 negotiations are set forth below:

Charge 1 Brainstorm Options:

- Avoid “just in time” meetings, plan ahead, stop last minute calls, triage identify key stakeholders.
- Regularly scheduled times set for LMP meetings.
- Charge each department with coming up with a coverage plan; i.e., each department figure out how to cover for those out (local work group).
- Joint pre-planning of meetings.
- For Corrective Action use any OFNHP steward for non-technical issues up to level 3 (good problem solving, blend of license and general competence).
- Steward to contact scheduler and manager as soon as they are notified about meetings allowing for pre-planning.
- Backfill Options (Backfill yourself, co-workers backfill for one another, Steward Council-paid for extra hours-trade day, come in on time you would normally be off).

Charge 2 Brainstorm Options:

- Create system to determine amount of time for LMP and Steward activities.
- Based on finding, then put cost in operating budget (fund for it).
- Dedicate time for LMP.
- Appropriate funding for coverage.
- Capitate positions.
- Capitate with representatives labor positions.
- Publish on website: partners and stewards name, manager and scheduler, and contact information.
- Create a list of stewards and who they represent.
- Backfill for positions; hire floats / on-calls to cover for staff.

MISC – Brainstorm Options to Build Union Capacity

- Improve steward mentoring (buddy system between junior and senior stewards).
- Joint supervisor-steward training.
- Active mentoring system.
- Have two stewards attend corrective action meetings (see buddy system for mentoring above).
- Paid training for stewards during off-work hours.
- Steward training during work hours.

APPENDIX G

Kaiser Permanente Northwest Region and Oregon Federation of Nurses and Health Professionals Professional Agreement

Letter of Understanding

The following represents agreement between Kaiser Permanente and Oregon Federation of Nurses and Health Professionals Technical Employees. This agreement is effective October 1, 2005 through September 30, 2011.

ATTENDANCE

We will resolve at local tables and attempt to implement in 2006 as soon as possible. (See pg. 14 of the draft National Agreement.)

BACKFILL

By December 1, 2005 Medical, Dental and Human Resource senior leaders will meet with union leaders to consider how to implement the backfill commitments of the National Agreement, taking into account consideration of the concept of core staffing.

They may appoint an oversight and planning group.

HRIS

August 30 memo from Peter DiCicco and Leslie Margolin

We will incorporate from the August 30 memo from Peter DiCicco and Leslie Margolin the consistency provisions into local contracts. The provisions on that memo should “replace any sections of the language that are contrary to (these) provisions, or be added where the current language is silent.”

HRIS Local List

Mid-year open enrollment. There will be one open enrollment. It will be in January. This does not affect current practices regarding BAH and changes due to changes in major life circumstances

Vacation "lump sum" deposit on anniversary dates. Lump-sum vacation payments typically given on the anniversary date at which time vacation or PTO accrual increase will be discontinued. Instead, the higher accrual rate will begin one-year prior.

Vacation accrual goes to on-call in Local 555 Pharmacy Contract. On-call employees in the pharmacy will not accrue vacation.

Medical, Dental, and Group life Insurance eligibility is sometimes defined as after 30-31 days or after 90 91 days –

In all contracts where applicable, these references need to change to 1 month and 3 months

INCLEMENT WEATHER

By January 1, 2006 Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to review the inclement weather policy.

Inpatient Site Specialists, Inpatient Application Coordinators, Inpatient Training/Curriculum Developers and other related positions.

By November 1, 2005, the parties will develop a process to resolve the union representation questions of these positions. The parties will rely on the process outlined in the KP HealthConnect Effects Bargaining Agreement to resolve these questions.

Language for bargaining unit jurisdiction while in the IDM program

An employee who is returned to work in a temporary assignment, as designated by the Integrated Disability Management Program, will continue membership in their original bargaining unit, will accrue seniority as defined in the collective bargaining agreement, and will pay dues and fees to their current union.

When it is determined an employee with an accepted Workers Compensation claim may not return to their job due to permanent disability/work limitations but is able to perform work with the employer in a different position and/or job title, the employee will be awarded an available and suitable job for which they are qualified. When it is determined an employee who has a non-occupational injury or illness may not return to their job due to permanent disability, the employee will be awarded an open and appropriate job for which they are qualified as part of the normal job bidding process for the open position, recognizing the contractual seniority provisions. In both circumstances, the employees will be given preference for placement over outside applicants. At such time as the employee is permanently placed into a new position, they will become a member of the new bargaining unit and will assume all rights and responsibilities of that bargaining unit position, without loss of seniority as defined by their previous bargaining unit position. (Refer to the National Agreement, Workplace Safety)

PENSION TRUST FUND

The parties agree to review the status of the Oregon Federation of Nurses and Health Professionals Kaiser Foundation Health Plan Retirement Plan and Trust during the life of the agreement to consider whether to change this plan to a Kaiser-sponsored pension plan. Any change will be by mutual agreement - and for the unions – all three unions must make a consistent decision.

Post Ratification Economic Issues

Certain unresolved compensation-related issues may be resolved after ratification. In cases where processes developed at local bargaining table do not resolve the issue, either party may refer unresolved issues to the senior medical or dental manager in the Health Plan who will work with the senior leader of the local union(s) to resolve the matter. Decisions or a failure to reach agreement at this point are final and binding.

SHOP STEWARDS

In support of commitments in the National Agreement, the parties agree to:

- Continue the shop steward councils at 4 hours of paid time per month
- Provide for up to 8 hours of training for new shop stewards.
- Provide additional training as mutually-agreed and with mutually-developed curriculum
- Explore opportunities to jointly train managers/supervisors and shop stewards in Partnership.

WORKFORCE PLANNING

By December 1, 2005 Medical, Dental and Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to consider how to implement the workforce planning commitments of the National Agreement in collaboration with the Northwest Workforce Planning Committee.

DRAFT

Appendix for Approved Advanced Certifications

This appendix was created in collaboration between Management and Labor. Management and Labor use the following criteria when creating the following list:

- Regulated by a recognized professional organization/entity.
- Requires continuing education/coursework specific to the clinical specialty.
- Requires an exam, supervision, and/or consultation.
- Must be recertified at a regular interval via an exam, additional continuing education, coursework, supervision and/or consultation.
- Relevant to the employees' clinical work at KPNW.

This list includes all approved certifications. Any additional certifications must be approved by both Labor and Management.

Approved Certifications:

Dietitians:

Certification:	Regulatory Entity:
Certified Eating Disorder Specialist (CEDS-C)	International Association of Eating Disorder Professionals (IAEDP)
Certified Intuitive Eating Counselor	Intuitive Eating Professionals
Integrative and Functional Nutrition Certified Practitioner (IFNCP)	Integrative Functional Nutrition Academy
GEI WPATH Certification	The World Professional Association for Transgender Health

Health Educators:

Certification:	Regulatory Entity:
Certified Health Educator Specialist	National Commission for Health Education Credentialing
GEI WPATH Certification	The World Professional Association for Transgender Health

Mental Health and Addiction Medicine Clinicians:

Certification:	Regulatory Entity:
Biofeedback Advanced Certification / Specialist	Biofeedback Certification International Alliance (BCIA)
Certified Brainspotting Practitioner	Brainspotting Trainings, LLC
Certified Case Manager (CCM)	The Commission
Certified in Dialectical Behavioral Therapy	DBT-Linehan Board of Certification
Certified Eating Disorder Specialist (CEDS-C)	International Association of Eating Disorder Professionals (IAEDP)
Therapeutic Pain Specialist (TPS) Certification	Evidence in Motion
EMDRIA Certified Therapist	EMDRIA
GEI WPATH Certification	The World Professional Association for Transgender Health
Internal Family Systems Certification	IFS Institute
Pediatric Primary Care Behavioral Health	University of Michigan
Perinatal Mental Health (PMH-C)	Postpartum Support International

Nurses:

Certification:	Regulatory Entity:
Certified Case Manager (CCM)	Commission for Case Manager Certification
Certified Clinical Transplant Coordinator	American Board of Transplant Certification
Certified Professional in Healthcare Quality (CPHQ)	National Association for Healthcare Quality (NAHQ)
GEI WPATH Certification	The World Professional Association for Transgender Health

NP/CNM's (Advanced Practice Nurses):

Certification:	Regulatory Entity:
Certificate in Thanatology or Fellowship in Thanatology	Association for Death Education and Counseling
Certified Eating Disorder Specialist (CEDDS-C)	International Association of Eating Disorder Professionals (IAEDP)
Therapeutic Pain Specialist (TPS) Certification	Evidence in Motion
Emergency Nurse Practitioner Certification	American Academy of Nurse Practitioners
GEI WPATH Certification	The World Professional Association for Transgender Health
HIV Specialist (AAHIVS)	American Academy of HIV Medicine
International Board-Certified Lactation Consultant (IBCLC)	International Board of Lactation Consultant Examiners (IBLCE) and IBCLC Commission
Midwife Surgical First Assist	American College of Nurse-Midwives
Wound Care Certification	National Alliance of Wound Care and Ostomy

Occupational Therapists:

Certification:	Regulatory Entity:
Certified Hand Therapist	Hand Therapy Certification Commission
International Board-Certified Lactation Consultant (IBCLC)	International Board of Lactation Consultant Examiners (IBLCE) and IBCLC Commission
GEI WPATH Certification	The World Professional Association for Transgender Health
Neuro-Developmental Treatment Certification	NDTA
Therapeutic Pain Specialist (TPS) Certification	Evidence in Motion
Pelvic Rehabilitation Practitioner Certification (PRPC)	Herman and Wallace.
Vestibular Assessment and Management Certification	The American Institute of Balance
Fellow of the American Board of Vestibular Rehabilitation	American Board of Vestibular Rehab

PA's (Physician Associates/Assistants):

Certification:	Regulatory Entity:
Cardiovascular and Thoracic Surgery (CVTS)	National Commission on Certification of Physician Assistants (NCCPA)
Certificate in Thanatology or Fellowship in Thanatology	Association for Death Education and Counseling
Certified Eating Disorder Specialist (CEDDS-C)	International Association of Eating Disorder Professionals (IAEDP)
Therapeutic Pain Specialist (TPS) Certification	Evidence in Motion
Dermatology	National Commission on Certification of Physician Assistants (NCCPA)
GEI WPATH Certification	The World Professional Association for Transgender Health
HIV Specialist (AAHIVS)	American Academy of HIV Medicine
Nephrology	National Commission on Certification of Physician Assistants (NCCPA)
OBGYN	National Commission on Certification of Physician Assistants (NCCPA)
Orthopaedics	National Commission on Certification of Physician Assistants (NCCPA)
Palliative Medicine and Hospice Care	National Commission on Certification of Physician Assistants (NCCPA)
Pediatrics	National Commission on Certification of Physician Assistants (NCCPA)

Physical Therapists:

Certification:	Regulatory Entity:
Board Certified Geriatrics Clinical Specialist	APTA
Board Certified Neurology Clinical Specialist (NCS) or Neuro Practitioner (CNP)	APTA
Board Certified Oncology Clinical Specialist	APTA
Board Certified Orthopedic Clinical Specialist (OCS) Board Certified Pediatric Clinical Specialist	APTA
Board Certified Specialist in Swallowing & Swallowing Disorders – Adult or Pediatric (BCS-S)	American Board of Swallowing and Swallowing Disorders
Board Certified Sports Clinical Specialist (SCS)	APTA
Board Certified Women’s Health Clinical Specialist	APTA
Board Certified in Wound Management Clinical Specialist	APTA
Certified Lymphedema Therapist (CLT-LANA)	Lymphology Association of North America
International Board-Certified Lactation Consultant (IBCLC)	International Board of Lactation Consultant Examiners (IBLCE) and IBCLC Commission
GEI WPATH Certification	The World Professional Association for Transgender Health
McKenzie Diplomat: Mechanical Diagnosis and Therapy (MDT) – CERT or DIP level	McKenzie Institute
Neuro-Developmental Treatment Certification	NDTA
Therapeutic Pain Specialist (TPS) Certification	Evidence in Motion
Pelvic Rehabilitation Practitioner Certification (PRPC)	Herman and Wallace
Vestibular Assessment and Management Certification	The American Institute of Balance
Fellow of the American Board of Vestibular Rehabilitation	American Board of Vestibular Rehab

Speech Language Pathologists:

Certification:	Regulatory Entity:
International Board-Certified Lactation Consultant (IBCLC)	International Board of Lactation Consultant Examiners (IBLCE) and IBCLC Commission
GEI WPATH Certification	The World Professional Association for Transgender Health
Neuro-Developmental Treatment Certification	NDTA
Board Certified Specialist in Swallowing & Swallowing Disorders – Adult or Pediatric (BCS-S)	American Board of Swallowing and Swallowing Disorders

Social Workers:

Certification:	Regulatory Entity:
American Case Manager Association Certification (ACM-SW)	American Case Manager Association
Biofeedback Advanced Certification / Specialist	Biofeedback Certification International Alliance (BCIA)
Certified Clinical Transplant Social Worker (CCTSW) or Certified Clinical Transplant Social Worker - Mechanical Circulatory Support (CCTSW-MCS)	Society for Transplant Specialists
Certified Eating Disorder Specialist (CEDDS-C)	International Association of Eating Disorder Professionals (IAEDP)
Therapeutic Pain Specialist (TPS) Certification	Evidence in Motion
Certificate in Thanatology or Fellowship in Thanatology	Association for Death Education and Counseling
Certified Oncology Social Worker (OSW-C)	Board of Oncology Social Work Certification
GEI WPATH Certification	The World Professional Association for Transgender Health
Perinatal Mental Health (PMH-C)	Postpartum Support International