

# AGREEMENT

BETWEEN

KAISER FOUNDATION HOSPITALS

AND

KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST

AND

OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS

AFT LOCAL 5017, AFL-CIO

## REGISTERED NURSES

October 1, 2025 – June 1, 2029



KAISER  
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**AGREEMENT BETWEEN  
KAISER FOUNDATION HOSPITALS AND KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST AND  
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS**

**PREAMBLE**

This Agreement is entered into on October 1, 2005, between KAISER FOUNDATION HOSPITALS AND KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST (hereinafter collectively referred to as “Employer”) and the OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5017, AFT, AFL-CIO (hereinafter collectively referred to as the “Union”).

**ARTICLE 1- RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for RNs in the Bargaining Unit for the purpose of collective bargaining with respect to compensation, hours of employment, and other terms and conditions of employment.

**ARTICLE 2 - SCOPE OF AGREEMENT**

This Agreement covers Registered Nurses from two National Labor Relations Board Certifications as defined below.

- 2.A. NLRB Case No. 36-RC-4209 - Full-time and regular part-time emergency room Registered Nurses employed by Kaiser Foundation Health Plan at its Sunnyside Medical Center facility and all full-time and regular part-time Registered Nurses employed by Kaiser Foundation Hospitals at its Sunnyside Medical Center facility, excluding after hours Nurses, Public Health Nurses employed in the Home Health Agency, Nurse Anesthetists, Coordinators, Skilled Nursing Facility Coordinators, Guards and Supervisors as defined in the Act. Ambulatory Care Nurses at Sunnyside Medical Center shall be included in this Bargaining Unit.
- 2.B. NLRB Case No. 36-RC-4162 - All Registered Nurses employed by Kaiser Foundation Health Plan at its outpatient clinics and after hours or ambulatory care clinics at specific locations as defined in the certification, and excluding all Emergency Room Nurses, Nurse Practitioners, Nurse Clinicians, Ambulatory Care Nurses at Sunnyside Medical Center, Guards, Supervisors as defined in the Act and all other RNs.
- 2.C. In 2000, this Agreement was amended to include all Registered Nurses employed in Continuing Care Services.
- 2.D. Also, excluded are Registered Nurses utilized by the Employer through arrangements made with any Nurse registry; Registered Nurses employed by the Employer who are temporarily reassigned to work that is covered under the scope of this Agreement or Registered Nurses primarily assigned to

another of the Employer's facilities.

- 2.E. In 2005, the parties agreed to include any new inpatient medical facility within ten miles of the Sunset and Beaverton Medical Office Buildings as an accretion to the bargaining unit. That inpatient facility, Kaiser Westside Medical Center, opened in 2013 and is included in this agreement.
- 2.F. Other classifications of Registered Nurses employed by the Employer, as accreted by the OFNHP RN Bargaining Unit, and not explicitly excluded above.

### **ARTICLE 3- Bargaining Unit**

The Bargaining Unit shall be comprised of all registered nurses covered by this Agreement as described in "Article 2 – Scope of Agreement" above.

### **ARTICLE 4- UNION SECURITY**

#### **4.A. REQUIRED MEMBERSHIP**

All present RNs 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.

All RNs in classification 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.

Any RN who transfers to a position covered under this Agreement from a position in a comparable classification covered under a separate labor agreement with the Employer shall not be required to pay any initiation fees upon transfer but shall pay Union monthly dues or fees equal to such dues.

RNs 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 of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any RN 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. Such an extension shall not be unreasonably denied by the Union.

As provided by Federal Law, RNs of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled, and the Nurse shall make contributions to a tax-exempt, non-religious charitable organization of their choice.

The Employer and the Union shall equally share expenses for the printing of an adequate supply of copies of this Agreement by a Union print shop. Copies of this Agreement shall be

provided to all current employees by the Union. Copies of this Agreement shall be provided to all new employees at the time of employment by the Employer. Specific attention shall be called to the obligation of this Article.

#### 4.B. PAYROLL DEDUCTION OF DUES

The Employer shall deduct from each RN's wages the amount of Union dues or fees, as specified by the Union, from all RNs 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. Deductions for dues or fees shall be made on each pay period biweekly and shall be promptly remitted to the Union.

#### 4.C. NEW EMPLOYEE NOTICES

No later than the first (1st) and the fifteenth (15th) of each month, the Employer shall forward to the Union the names, addresses, telephone numbers, department & shift, classifications, Social Security numbers and dates of employment of new RNs and the names of RNs who have resigned, or change in status, terminated or been granted a leave of absence.

#### 4.D. NO CONFLICTING AGREEMENTS

No RN shall be required nor permitted to make a written or verbal agreement with the Employer that conflicts with the terms of this agreement. Unit/Department agreements or practices shall not supersede any portion of the terms of this agreement.

#### 4.E. BARGAINING UNIT WORK

Supervisory, managerial, or temporary personnel shall not be used to perform work customarily performed by Bargaining Unit RNs except for meeting peak loads, temporary/emergency needs or providing special skills not found among current employees.

4.E.1 Contracted Agency: The Employer shall only hire and assign Bargaining Unit work to contracted agency RNs ("travelers") after the following conditions are met:

- a. The Employer and the Union (RN scheduling champion as defined in Article 9) jointly review traveler needs.
- b. Each traveler is associated with an open RN position.

4.E.2 Traveler Review Process

The use of travelers, including the designation of hard-to-fill positions and compliance with this section, shall be subject to ongoing review and

oversight by the RN Alliance Staffing Committee, as mutually determined by the Employer and Union. Such review shall occur no less than quarterly.

Prior to each quarterly review, the Employer shall provide the Union with data on traveler utilization, including the number of travelers, assigned units, assignment lengths, and the justification for continued use. The Employer shall also present documentation of recruitment efforts undertaken to fill the position(s).

#### 4.F. NEW POSITIONS

The parties recognize that new job titles may be developed to reflect the evolving care delivery model. Prior to the posting of the newly created job, the parties shall meet to determine representation status. Any newly created job agreed upon by the Employer and Union shall be accreted into the agreement for the relevant bargaining unit. This section shall apply to newly created Professional/Technical positions related to direct/indirect patient care delivery. Positions to which this section shall apply shall include, but not be limited to, any newly created position that shall perform duties currently performed by bargaining unit employees, RNs, or for which the educational, certification, credential, or licensure requirements are equivalent to existing represented positions. The above paragraph does not apply to positions that meet the criteria for management/supervisory employees or confidential employees, as defined by the National Labor Relations Act. NWIT and CHR positions would not be covered by the above language unless or until the Union represents one or more job classifications in these areas.

*Refer to National Agreement Section 1.K.5.*

#### 4.G. 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.

#### 4.H. CONTRACT

The Union and the Employer agree to equally share expenses of contract printing after ratification, to be completed by an agreed-upon Union print shop. The Employer shall provide office support for the data entry of the ratified contract and shall make good faith efforts to provide the Union with a printable document (in both .DOC/DOCX and .PDF formats) in a timely manner.

#### 4.I. CONTRACT LANGUAGE ADOPTION

Either Kaiser Permanente or the Oregon Federation of Nurses and Health Professionals (OFNHP) may request, and after the request, the parties shall meet to consider the adoption of contractual language agreed to by any Union at Kaiser Permanente. The IBPS/CDM process will be used. Upon mutual agreement, such language shall be implemented.

## **ARTICLE 5 - NON-DISCRIMINATION AND WORKPLACE HARASSMENT**

### **5.A. NON-DISCRIMINATION**

The Employer and the Union agree that each shall fully comply with applicable laws and regulations regarding discrimination and shall not discriminate against any RN because of such person's race, color, ethnicity, ancestry, religion, gender, gender identify, gender expression, sex, sexual orientation, age, national origin, marital status, disability, familial status, physical or mental handicap, pregnancy and veteran status.

Both parties agree to encourage any RN who believes there has been a violation of this section of the Agreement to utilize the 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 RN 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) calendar days of the decision resulting from the internal review procedure.

### **5.B. WORKPLACE 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 RN who believes they have been subjected to harassment to utilize the 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 RN 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) calendar days of the decision from the internal review procedure.

## **ARTICLE 6 - UNION REPRESENTATIVES AND UNION ACTIVITY**

### ***Refer to the National Agreement Section 1.K.1***

**The parties agree that union membership in or activity on behalf of the union is protected.**

#### **6. A Steward List**

The Union shall provide the Employer with a current list of its officers and stewards who are accredited to represent the Union every six (6) months.

#### **6.B Union Representatives**

Duly authorized staff representatives of the Union and its affiliates shall be granted access at reasonable times to enter the Employer's facility where RNs covered thereunder are employed when such visits are necessitated by matters concerning the administration of this Agreement. observing the conditions under which the RNs are employed and assisting in processing grievances.

No interference with the work of RNs or the confidentiality and privacy of patient care shall result, and such right of entry shall be subject to general organizational rules applicable to non-RNs, except that access shall not be restricted to any particular time of day.

The Employer maintains the right to amend or modify the access provisions outlined above, subject to notice to the Union and in accordance with applicable law.

#### 6. C Union Leaves:

Officers, delegates, and stewards of the Union or RNs designated to attend programs of the Union, including, but not limited to, conventions, may be granted a personal leave of absence/time off without pay and without loss of seniority credit except as specified by this Collective Bargaining Agreement. Such leaves shall not be unreasonably denied.

6.C.1 RNs shall be granted partial or complete Leaves of Absence without pay while conducting business pertaining to the Union.

6.C.2 Requests for such leave shall be made in writing to the Employer by the Union and shall contain the reasons for the requested Leave of Absence. RNs requesting extended Union leave shall give their supervisors thirty (30) days' notice prior to the commencement of the leave.

6.C.3 The Leave of Absence without pay granted by the Employer for Union business, shall be for an initial period of not less than thirty (30) calendar days and not to exceed one (1) year. Any leave requiring more than one (1) year of leave is subject to management approval. An RN serving as OFNHP President shall be granted two (2) years of leave for each term. Seniority and tenure credit shall accrue during such leave.

6.C.4 During such leaves of absence, the RN shall be eligible to continue coverage in the Bargaining Unit group Health Plan, Dental Plan, Life Insurance, and Disability Insurance at the RN's expense.

6.C.5 The Employer shall allow a maximum of two (2) inpatient RNs from different arenas and two (2) Outpatient RNs from different buildings (inclusive of float pool) to be on Union-related leave at any one time.

6.C.6 The Employer may hire a temporary RN to replace RNs on Union-related leave. The temporary may be hired for the duration of the leave.

6.C.7 Union-related leaves may not be added to other types of leaves of absence.

#### 6.D Return Rights

Upon application for reinstatement at the expiration of the leave of absence, RN(s) shall be returned to their former job assignment. RN(s) who request reinstatement prior to the expiration of their leave shall be given preferential consideration for openings for which they are qualified.

6. E New RN Orientation: Union representatives shall have the opportunity to meet with newly hired RNs as part of the orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process shall be for thirty (30) minutes and shall be considered as paid time for the orientee.

#### 6.F Shop Stewards:

Stewards shall be paid for time spent in the following activities:

- New shop steward training up to eight (8) hours

- Steward council up to four (4) hours per month
- Monthly Labor/Management meetings
- Retreats
- Joint training
- Shop Steward/MOA/Director meetings

#### 6.G Union/Management Activities:

- 6.G.1 The Employer agrees to provide additional training as mutually agreed upon and with a mutually developed curriculum. and to explore opportunities to jointly train managers/supervisors and shop stewards in Partnership.
- 6.G.2 Union pension trustees shall be paid for time spent in trust meetings by the Employer when the meetings occur during the RN's normal work shift.
- 6.G.3 RNs working in the Salem or Longview-Kelso area medical offices shall be paid travel time (one [1] hour each way).

### **ARTICLE 7 - BULLETIN BOARDS**

A designated OFNHP Bulletin Board for the posting of appropriate matters pertaining to Union business shall 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 shall 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 8 - RN CATEGORY DEFINITIONS**

#### 8.A. REGULAR RN

A regular RN is one who is permanently assigned to work a schedule of twenty (20) or more hours per week.

#### 8.B. SHORT-HOUR RN

A short-hour RN is one who is regularly scheduled to work less than twenty (20) hours a week.

#### 8.C. ON-CALL RN

An On-call RN is one who is coded zero (0) hours, has no permanent work assignment, and is employed to work on an intermittent work basis.

- 8.C.1 On-call RNs must be available to work at least six (6) shifts over three (3) pay periods of the six (6) week schedule. Availability must match the Employer's projected needs per scheduling period at least fifty percent (50%) of the time. If applicable, at least two (2) of those six (6) shifts shall be on the weekend. These requirements may be adjusted and/or waived by mutual agreement. The RN must be eligible to be booked at straight pay for it to count towards the availability requirement (e.g., for

twelve (12)-hour shifts, availability of four (4) days in a row shall only count for three (3) shifts of availability, as booking all four (4) would drive consecutive pay).

- 8.C.2 On-call RNs shall be available to work on one (1) Group A holiday, defined as Thanksgiving Day, December 25th, and New Year's Day.
- 8.C.3 Unbenefited on-call employees may use four (4) "zero (0) coded unavailability" days per year in place of a required shift availability.
- 8.C.4 Benefited on-call RNs may use vacation and float holidays in place of a required shift availability. If applicable, at least two (2) of those six (6) shifts shall be on the weekend. Availability must match the Employer's projected needs per scheduling period at least fifty percent (50%) of the time. These requirements may be adjusted and/or waived by mutual agreement.
- 8.C.5 Casual: On-call RNs shall be required to be available to work a minimum of 12 shifts per year, including at least one (1) shift every three (3) months.

#### 8.D. EXTERNAL TEMPORARY RN

An external temporary RN is an RN who is hired from outside the Bargaining Unit to work for a specific period not to exceed one hundred and eighty (180) days, and shall be non-benefited and shall not accrue BAH. Positions may be posted for up to one hundred and eighty (180) days, or to replace a permanent RN not to exceed six (6) months, or to replace an RN on Union-related leave not to exceed twelve (12) consecutive months.

Specific exceptions to provide for an additional, limited time period in a temporary status may be made by mutual agreement in writing between the parties. External temporary RNs shall be paid a twelve percent (12%) differential in addition to all other applicable shift differentials and shall be required to comply with all requirements of dues/fees for OFNHP representation.

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

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

#### 8.E. SEASONALLY CODED RN

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

#### 8.F. UNION TEMPORARY RN

A current Bargaining Unit RN may temporarily fill a temporary position without loss of benefits, if applicable under Article **18.D** and return to their former position and benefits, if applicable, when the temporary position ends. The temporary position shall not exceed three (3) consecutive months, or to temporarily replace a permanent RN for no more than six (6) consecutive months, or to temporarily replace an RN on Union-related leave not to exceed twelve (12) consecutive months. Specific exceptions to provide for an additional and limited time period in a temporary status may be made by mutual agreement in writing by the parties.

#### 8.G. CORE RN

For the purpose of this Agreement, the term core RN is used to describe an RN in a single inpatient nursing unit and/or outpatient nursing module/department.

#### 8.H. FLOAT RN

For the purpose of this Agreement, the term “float” is used to describe how an RN derives a daily work assignment. A float RN works a variable work schedule at multiple Inpatient nursing units or Outpatient nursing modules/departments within or between facilities. Float RNs are recognized in all the RN definitions above, but are distinct in the variability of their work assignments. The float RN’s primary purpose is to provide a replacement for scheduled and unscheduled absences of regularly scheduled RNs, and to enhance the stability and flexibility of the staffing model for selected populations of clients by responding to workload fluctuations.

### **ARTICLE 9 - HOURS, OVERTIME AND SCHEDULES**

*Refer to the National Agreement, Section 1.F.1 and 1.F.2 for additional language.*

#### 9. A. DEFINITIONS

##### 9.A.1 Workday

*The Workday is defined as beginning at 0001 (12:01 am).*

##### 9.A.2 Work Week

*The workweek is defined as a seven (7) day period beginning at 0001 Sunday.*

#### 9.B. CHANGE IN SCHEDULES/HOURS OF OPERATIONS

##### 9.B.1 Change in Schedules

a. The parties agree that changes in RN work-shifts or work schedules may be necessary to maintain the quality of healthcare delivery. The Employer and the Union mutually recognize the benefit innovative work schedules may have on retention and recruitment of qualified nurses. If a need to change schedules is identified, the agreed-upon LMP entity and process shall be utilized.

Labor and management shall apply the decision-making language, as stated in the “Reaffirmation and Understandings” document (pp. 14-16), with regard to changes in work schedules. If consensus cannot be reached, management retains the right to make and implement decisions regarding work schedules. The Union retains the right to respond.

b. Regularly scheduled days on/off and start/stop time shall be developed between managers and RNs to the extent possible to achieve stability among affected RNs. When the Employer requires permanent changes to days on/off or start/stop times of two (2) hours or less to work groups or individual RNs, and when volunteers cannot be obtained, the least senior RN(s) shall accept the required change. Permanent start/stop time changes greater than two (2) hours may be voluntarily accepted by a work group, RN, otherwise the position shall be posted.

#### 9.B.2 Changes in Hours of Operation

The hours of operation are determined solely by the Employer. If the Employer proposes a change in current hours of operation, the Employer shall confer with the Union and employee RNs to arrange mutually satisfactory schedules; however, it is understood that management retains the right to establish schedules consistent with operational needs.

#### 9.B.3 Changes to Regularly Scheduled Day Off

In the event a scheduling hole persists after other alternatives backfill options have been exhausted (on-call staff, float RNs, volunteers, voluntary trades, etc.), staff schedulers may change an RN's regular day off to meet operational needs after communicating the change with the RN. Changing a regular day on and off should be the exception. When a change to the regular day off occurs, the RN shall be notified of the change no later than the Friday before the schedule posts. The parties' intent is that no single RN will be consistently burdened with accepting changes on their regular day off.

### 9. C. SCHEDULING OPTIONS

Management and the Union agree that the majority of positions shall be benefit-eligible, and all shifts shall be non-split. Individual departments shall utilize the LMP process to create scheduling options that work best for patient and staff needs. These options shall be reviewed by both Management and the Union.

### 9.D. SCHEDULES

9.D.1 The Employer agrees to create and post full-time positions wherever possible. This is subject to efficient operations and recruitment conditions.

9.D.2 Coded RNs shall not be required to rotate shifts.

9.D.3 Weekend shall mean shifts starting on Saturday and Sunday, except in the case of the night shift, which shall mean shifts starting on Friday and Saturday.

9.D.4 An RN's scheduled workdays shall include rest periods, meal breaks, and time to prepare for essential patient care or job responsibilities, including but not limited to changing into unit-specific attire.

9.D.5 RNs shall be responsible for advising the Employer of their desire to work additional pre-scheduled hours beyond their coded hours.

### 9.E. FLOAT POOL

#### 9.E.1 Float Positions

a. Float positions may be posted for any shift and/or fixed schedules.

b. Primary Care Service Area

i. ESA/CSA

- ii. NSA
- iii. MVSA
- iv. WSA

c. Primary Care Float RN

An RN who is cross-trained across all assignments within Primary Care MOBs and floats between locations within the service area to provide backfill.

- i. Service Area Floats shall be eligible for travel time and mileage per the CBA and KPNW policy.

9.E.2 Weekend Availability for Float RNs

Weekend requirements shall be established through a workplace agreement utilizing arena UBT or an LMP process if no UBT is in place.

9.E.3 Non-Availability

No more than fifteen percent (15%) of float pool RNs may elect to be unavailable at the same time.

9.E.4 Change of Designation

Part-time Float Pool RNs may elect to become on-call at any time, but they must meet the minimum work requirements identified for on-call RNs and are required to go through the application process if they desire to return to a part-time float status. Two (2) weeks' written notice of intent is required to move from part-time float pool status to on-call status.

9. F. VOLUNTARY ADDITIONAL HOURS

9.F.1 Overtime

RNs coded or prescheduled to work thirty six (36) or more hours in a week who work on a scheduled day off shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for work performed on such days except when there is a schedule change agreed upon between the RN and the Employer or has ill time, vacation, float holidays or bereavement leave in the same week. An approved trade or a day off following a double shift shall not constitute a break in the 7/70 rotation.

9.F.2 Mandatory Overtime Limitations

- a. No worked time over twelve (12) hours in a twenty-four (24) hour period. The twenty-four (24) hour clock for this purpose begins with the start of the shift. Registered Nurses who work an evening shift with no additional hours shall not be prevented from working the following day due to this provision.
- b. Total worked hours in a pay period shall not exceed one hundred ten (110) hours. Paid non-productive hours (such as standby, bereavement, vacation, holiday, training, or education) shall not be included in this calculation.
- c. Overtime in excess of these parameters may be approved by the Nurse Manager/Director on a case-by-case basis after consideration of the potential impact of the overtime on patient care and the employee's performance. Surgical services are excluded from these parameters.

9.H. OVERTIME AND CONSECUTIVE DAY PREMIUM CALCULATIONS

9.H.1 General

- a. Exemptions-overtime: sick time, vacation, float holidays, and bereavement leave shall not be counted in the computation of overtime.

- b. Holidays taken, float holidays taken, sick time taken, education days, stand-by hours, vacation taken, and flex days taken shall not be included in the compensation of consecutive day pay.
- c. For the purposes of this provision, the following shall count in calculating consecutive days of work and shall be eligible for the consecutive day premium pay: all core shifts, all clinical time above coding, mandatory training events, nursing unit retreats, and bereavement leave.
- d. Double shift overtime hours worked will not be included in the consecutive day premium calculation except as specified in Article 9.F.2.
- e. For all shifts shorter than twelve (12) hours, RNs' work schedules shall provide for a minimum of twelve (12) hours between two (2) consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one half (1-1/2) the regular straight-time rate, including shift differential, if applicable.
- f. For twelve (12) hour shifts, RNs' work schedules shall provide a minimum of ten (10) hours between two (2) consecutive work shifts. Work performed prior to the expiration of the ten (10) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the regular straight-time rate, including shift differential, if applicable.
- g. When counting consecutive days of work for the purposes of premium pay, KP shall count shifts commencing on continuous calendar days. The Employer shall not count "core shifts" first before counting "extra" shifts.
- h. Consecutive days of work may cover two (2) consecutive payroll weeks.
- i. There shall be no duplication of overtime payments for the same hours worked under any of the provisions of this Agreement. To the extent hours are compensated for at overtime/premium rates under one provision, those same hours shall not be counted in determining overtime/premium pay under the same or any other provision. However, if more than one provision is applicable, the higher rate shall apply.

#### 9.H.2 7/70 Schedule RNs

RNs shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate, including any shift differential, for all hours of work performed in excess of ten (10) hours in any twenty-four (24) workday and for all hours compensated in excess of forty (40) hours within the work week, except as provided in paragraph 1 in this section.

All hours worked on the eighth (8th) consecutive day worked shall be paid at the rate of one and one-half (1-1/2) except when there is a change of schedule agreed upon between the RN and the Employer, and all hours worked on the ninth (9th) consecutive day worked shall be paid at the rate of double time.

#### 9.H.3 5/40 Schedule RNs

RNs shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate, including any differential, for all hours compensated in excess of forty (40) hours within the workweek, and for all hours of work performed in excess of eight (8) hours in a workday (except as provided in paragraph 1 of this section and in the next paragraph).

All hours worked on the sixth (6th) consecutive day worked in the workweek shall be paid at the rate of one and one-half (1-1/2), and all hours worked on the seventh (7th) consecutive day of work shall be paid at double time.

9.H.4 Registered Nurses working less than ten (10) hours in the 7/70 pattern as described in this Article shall:

- a. Be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) in a workday and in excess of forty (40) in the workweek.
- b. Be considered as working a separate and distinct shift for the purpose of temporary layoff and shall be considered a full-time 7/70 RN for the purpose of a permanent layoff.
- c. Be paid to attend all in-service sessions and staff meetings offered to all 7/70 RNs.

9.H.5 Registered Nurses Working a 4/40 or 4/36 Scheduling Pattern

- a. All Registered Nurses assigned to work within a 4/40 or 4/36 scheduling pattern have agreed to do so as a result of the development of an alternate schedule according to the process provided for in this Article.
- b. All Registered Nurses shall be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) in a workday for 4/40 and nine (9) in a workday for 4/36 and on their fifth (5th) consecutive day of work. They shall be paid double their regular rate of pay on their sixth (6th) consecutive day of work.
- c. Approved traded shifts that result in working five (5) consecutive 9-hour shifts shall be allowed without premium pay.

9.H.6 Registered Nurses Working in a Twelve (12) Hour Scheduling Pattern

- a. All Registered Nurses assigned to work a twelve (12) hour scheduling pattern have agreed to do so as a result of the development of an alternative schedule according to the process provided in this Article.
- b. All Registered Nurses shall be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of twelve (12) in a workday and on their fourth (4th) consecutive day, regardless of the length of shift on the fourth (4th) day.
- c. They shall be paid double their regular rate of pay on their fifth (5th) consecutive day of work.
- d. Approved traded shifts that result in working four (4) consecutive twelve (12) hour shifts shall be allowed without premium pay.

9.H.7 7/70 Trade Shifts

- a. RNs who trade work shifts within two (2) 7/70 positions in a 30/40 split are participating in a mutually agreed-upon schedule change.
- b. The RNs shall be paid one and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) hours in a workday and forty (40) hours in a workweek.
- c. These RNs shall remain in their 30/40 split until either individual request a return to the 7/70 schedule or vacates their position. The remaining individuals shall go back to a 7/70 schedule, and the vacated position shall be posted as a 7/70 position.

9. I. STANDBY SCHEDULING (see also Article 9 Section E)

9.I.1 General

- a. The Employer may initiate a voluntary standby program in any unit or department.

b. RNs may communicate their desire to be on standby for a shift with the staffing office and may be voluntarily placed on standby. Standby shall be offered to RNs working overtime first, then on a first-come, first-served basis. If no staff have communicated their desire to be on standby for a shift, the staffing office may then send out a broadcast offering standby to all staff.

### 9.1.2 Surgical Services

a. The maximum standby obligation for an RN shall include one (1) weekday standby shift per week, Monday through Friday, and three (3) weekend standby shifts per six (6) week equivalent scheduling period. Where the scheduling period differs from six (6) weeks, the maximum standby obligation shall be prorated based on the length of the scheduling period. Standby assignments shall be distributed as equitably as practicable among qualified RNs within the affected work unit. Standby assignments shall be reasonably distributed throughout the scheduling period.

b. UBTs shall review current standby schedules and shall mutually agree upon any amendments or necessary changes. Decisions shall utilize consensus decision-making and shall require a two-thirds (2/3) consensus of impacted staff members, whether present in the UBT meeting or not. Management maintains the right to facilitate the distribution of standby shifts to all RNs.

- i. All regular, full-time, and short-hour RNs in the affected patient care area are obligated to participate in any standby scheduling system.
- ii. Participation in the standby schedule shall be offered to qualified RNs outside of the patient care area only after the RNs from the affected patient care area are permitted to be scheduled within a designated time period.
- iii. Any scheduling mechanism shall include a pre-scheduling and short notice vacancy process to schedule shifts on an equitable basis among all RNs. The process shall incorporate RN shift preferences to the extent possible.
- iv. Scheduling of holidays for the year shall follow the process in Article 19.
- v. No RN shall be required to be scheduled for standby during a scheduled vacation, leave of absence, or sick leave.
- vi. During the pre-scheduling process, any unfilled standby shift shall be filled by a rolling system based on rolling reverse seniority among all RNs. The rolling reverse seniority list shall carry over month to month.
- vii. The Employer shall provide electronic beepers, when appropriate, for RNs who are required to perform standby duty--
- viii. If the Employer seeks a second team to report for work, volunteers shall be sought; if no volunteers are available, the second team shall be identified through a system of reverse seniority. The Employer shall maintain a list of those RNs who are willing to volunteer for such duty. The double time incentive shall apply as applicable. RNs who are called in as a second team will receive a minimum of three (3) hours' pay.

### 9.J. GUIDELINES FOR TIME OFF

## 9.J.1 Guidelines

### a. Limits Per Patient Care Units in a Twenty- Four (24) Hour Unit or Department

- i. Patient care units that have twenty-five (25) or fewer coded RNs shall be limited to one (1) RN off per Shift (e.g., Day shift, Evening shift, Night shift). With a maximum of two (2) in a twenty-four (24)-hour period.
- ii. Patient care units that have twenty-six to sixty-nine (26-69) coded RNs shall be limited to two (2) RNs off per shift. With a maximum of four (4) in a twenty-four (24)-hour period.
- iii. Patient care units that have seventy (70) or more coded RNs shall be limited to three (3) RNs off per shift. With a maximum of six (6) in a twenty- four (24)-hour period.
- iv. Non-24-hour departments within the hospital (e.g., CVL, CVOR, SPA/PACU, Dialysis, etc.) that have between one and fourteen (1-14) coded RNs shall be limited to one (1) RN off, departments that have between fifteen and twenty-five (15-25) RNs coded positions shall be limited to two (2) RNs off per day, departments that have twenty-six to sixty-nine (26-69) RNs shall be limited to two (2) RNs off per shift. With a maximum of four (4). Patient care units that have seventy (70) or more coded RNs shall be limited to three (3) RNs off per shift. With a maximum of six (6).
- v. The quantity of RNs off per shift may be reviewed through the Joint Staffing process, to be adjusted for the specific needs of each individual unit. Approved changes to the number of RNs off per shift must be reached through consensus decision-making.
- vi. On-call unavailability (paid or unpaid) shall not be counted in the number of coded nurses allowed off per day.

b. Outpatient Staffing Rules for Time Off: Baseline staffing levels shall be established to meet known patient demand. These levels shall be developed by each outpatient module/department within the Medical Office Building (MOB), with final approval resting with management. Time off shall be approved when staffing is assured at the module and facility level. The quantity of RNs off per shift may be reviewed through the Joint Staffing process to be adjusted for the specific needs of each individual unit. Approved changes to the number of

RNs off per shift must be reached through consensus decision-making.

c. When an RN is denied a stretch of time off because one (1) or two (2) shifts have been granted off during that stretch and the limits are exceeded on those single shifts, the Employer shall make every effort to grant the stretch off, and the RN can appeal the denial to their supervisor/manager. It is expected that RNs shall be able to use their accrued vacation time in the year in which it was accrued.

d. When an RN is denied time off that is within their contractual accrual the RN may secure an RN(s) to work the requested time off as a one-way trade at straight time, as long as the replacement RN(s) is able to work the requested shift in addition to fulfilling their contractually required schedule and availability obligations. The RN initiating the trade must utilize applicable PTO time (vacation, flex time, float holiday, education). If the RN is able to secure another qualified RN to work the shift, it shall not be denied.

e. Other leaves would be as provided for in Article 19 and would not be unreasonably denied.

f. The timetable in Appendix B shall be utilized. Time off requests shall be accepted on the first day of each month for the same month in the following year. Requests for time off shall be granted or denied within fourteen (14) days of submission of the request.

g. Requests shall be granted in the order in which they are received. Requests received on the same date shall be resolved by seniority.

h. Scheduled RNs may trade work shifts with the concurrence of their supervisor. This trade shall not result in overtime.

j. The Employer shall not include RNs outside of the Bargaining Unit for determination in time off guidelines as specified in this Agreement.

k. For the purposes of time off, shifts shall be defined as when the majority of hours worked fall into the timeframes below:

- Day Shift: 0700-1500
- Evening Shift: 1500-2300
- Night Shift: 2300-0700

## 9.K. TEMPORARY RE-ASSIGNMENT OF INPATIENT RNs AT ALL KAISER PERMANENTE HOSPITALS

### 9.K.1 Reassignment Intro:

The parties recognize that there may be times of emergent patient need that require a temporary re-assignment of Inpatient RNs. All Inpatient RNs shall be apprised of the possibility of temporary re-assignment upon hire at Kaiser Permanente Hospital.

#### 9.K.2 Purpose

To staff based on the needs of an identified unit and distribute the workforce to adequately cover patient care needs; to prevent disruption of patient care that has been initiated in the event these needs change.

#### 9.K.3 Process

- a. Patient care needs shall always be considered first, prior to initiation of floating any RN between units.
- b. Each unit shall develop their own float/rotation order through the UBT or another LMP process that shall be re-evaluated every January.
- c. Every attempt shall be made to avoid an RN floating twice in one shift.
- d. Every effort shall be made to avoid floating an RN out of their arena; however, in time of extreme need/emergency, an RN may be required to float out of their arena once all other options have been exhausted, and patient safety is at risk.
- e. Under normal circumstances, RNs shall be floated within the following arenas based on qualifications and competency:
  - i. Critical Care
  - ii. Med/Surg
  - iii. Family Birth Center
- f. An RN's skills, including the units they are cross-oriented to, shall be maintained in the Scheduling system by the manager or designee.
- g. When RNs are required to float, they shall be given a brief orientation, as needed, to the unit at that time by the Charge Nurse.
- h. New Graduates completing their nursing orientation shall not be floated from their home unit for 6 (six) months (starting after the completion of their preceptorship), or as specified by the Unit Manager, whichever is longer. The only exception to this shall be in the name of patient safety, and that at least fifty percent (50%) of the staff on the unit have at least 1 (one) year of experience on the unit.

#### 9.L. REGIONAL ADVICE NURSING

##### 9.L.1 One Way Trades – Regional Advice Nursing Only

In addition to the provision regarding "Guidelines for Time Off" in Section J, all shifts included in a one-way trade agreement between RNs will include the following:

- a. If two (2) RNs trade a shift between each other, there will be no restrictions based on the length of the shift being traded or taken.
- b. Once two (2) RNs have made trade agreements, they are personally responsible for the shifts accepted during the trade and may not trade it with a third party.
- c. If an On-Call RN agrees to a one-way trade, this is above and beyond their contractual agreed-upon shifts. In other words, that employee will be required to meet

the agreed-upon shifts, not including the one-way trade.

d. A trade cannot be made if it will result in overtime, double-time, or double back pay for any of the RNs making the trade.

e. RNs may make a trade without being required to use benefitted time; they have the option of working without pay, using accrued vacation, or floating flex time to cover the shift not worked.

## 9.M. Staffing Process

See Appendix B for specific dates.

*The parties agree to meet post-ratification to re-review and, by mutual agreement, adjust the dates as necessary.*

### 9.M.1 Pre-Phase (105-91 days from first shift)

a. During the pre-phase, RNs shall submit time-off requests for vacation, education leave, and float holidays.

b. The Employer shall approve or deny all time-off requests by the end of the pre-phase in accordance with Appendix B.

c. The Employer shall make available time off approval and denial data for each pre-phase to UBT and/or Alliance Staffing Committee, provide the Alliance Staffing Committee and applicable UBT all relevant data on number of requests, approvals, and denials for each pre-phase period on a quarterly basis.

### 9.M.2 Phase 1 (90-75 days from first shift)

a. During Phase 1, the schedule shall be populated in the following order:

i. The Employer shall open the schedule template.

ii. The Employer shall populate patterned schedules (if applicable). All scheduling shall be conducted by seniority, unless the parties establish an alternative scheduling process.

iii. The Employer shall populate vacation, education leave, and float holidays.

iv. RNs (with support from RN scheduling champion) shall populate self-schedules (if applicable).

v. The Employer shall provide all RNs with open shift needs.

vi. Zero-coded and part-time RNs shall provide availability.

vii. The Employer shall book zero-coded and part-time RNs up to full-time if available.

### 9.M.3 Phase 2 (74-61 days from first shift)

a. During Phase 2, the schedule shall be further populated in the following order:

i. The Employer and Scheduling Champion may balance schedules if the number of RNs on a shift exceeds a unit/department's matrix.

ii. The Employer shall consult the RN Scheduling Champion(s) to assist with scheduling existing contracted agency RNs where remaining open shifts exist or if additional balancing is required.

iii. The Employer shall award additional open shifts at straight time by seniority in the following order (if applicable):

1. Home Department

2. Within Arena
3. Out of Arena (including competency shifts)

iv. The Employer shall award additional open shifts at one-and-a-half times (1.5x) by seniority in the following order (if applicable):

1. Home Department
2. Within Arena
3. Out of Arena

v. The Employer shall award additional open shifts to RNs who are eligible for the double-time (2x) incentive as outlined in Appendix D (if applicable).

a. The Employer may not schedule an RN for more than two (2) double-time (2x) shifts per pay period in Phase 2.

b. Consecutive day premium pay for day shift at double time (2x) times rates are not awarded until phase 4.

vi. Prior to contracting additional agency RNs, the Employer shall offer any additional open shifts to KP RNs, up to and including shifts which qualify for one-and-a-half (1.5x) times.

#### 9.M.4 Phase 3 (60 days from first shift)

a. The Employer may contract additional agency RNs to fill remaining open shifts (refer to Article 4).

b. The Employer shall publish the schedule.

c. The Employer shall approve trade requests (one-way or two-way) between RNs from the time the schedule is published up until twenty-four (24) hours prior to the start of the shift, subject to qualifications, competencies, and skill mix (if applicable). PTO shall be used for one-way trades to maintain the employee's coded FTE. Trades shall not result in premium pay unless the traded shift is already designated as a premium shift and continues to meet all criteria for premium compensation.

d. RNs shall maintain their availability for future operational needs. RNs on the availability list are contacted for scheduling of shifts. RNs are not required to work if contacted.

e. If, after the schedule is published, a vacancy occurs, the shift(s) shall be filled in the following order:

i. The Employer shall adjust the schedule of contracted agency/traveler RNs, if appropriate.

ii. The Employer shall promptly notify staff RNs of new open shifts.

iii. The Employer shall award new open shifts at straight time and time-and-a-half (1.5x).

#### 9.M.5 Phase 4 (7 days from the first shift)

a. The Employer shall award open shifts to RNs at straight time, then one-and-a-half (1.5x) times, then double-time (2x), including consecutive day shifts.

#### 9.M.6 Active Schedule

a. If an RN requests time off during an active schedule, the Employer shall approve

- requests up to shift limits per contractual thresholds (outlined in Article 9. J).
- b. The Employer will approve time off requests that exceed shift limits based on operational needs. If a time off request is denied, the Employer shall document the applicable dates and times and the reason for tracking purposes.
- C. If no RN(s) remain on the availability list, the Employer shall broadcast new open shifts and award them on a first-come, first-served basis at whatever contractual rate the first responding RN is entitled to.
- D. If the Employer determines additional staffing is required in an active schedule due to patient care needs, the Employer shall follow the process outlined in Phases 2 and 3. The Employer shall also actively recruit and hire additional FTEs.
- E. If no KP RNs are available, the Employer may utilize per-diem agency RNs to fill open shifts, but would be reduced day of, if internal staff are available. If guaranteeing a shift for an agency RN is required, an internal RN may not displace a per-diem agency RN with less than seven (7) days' notice.
- F. The Employer shall continue to approve trade requests as outlined in 9.J..
- G. The Employer shall, upon request, provide the Union with a report of awarded shifts.

#### 9.M.7 RN Scheduling Champion(s)

- a. The RN Scheduling Champion is one or more union stewards who are selected by the workgroup's UBT.
- b. The RN Scheduling Champion(s) have a role responsible for overseeing and optimizing scheduling processes within an organization or team. They play a crucial role in enhancing productivity and ensuring that teams collaborate effectively by managing time and resources wisely.
- c. The RN Scheduling Champion(s) shall have the following responsibilities:
  - i. Coordination: Ensuring that meetings and deadlines are effectively aligned across teams.
  - ii. Communication: Acting as a liaison for scheduling-related queries and concerns between management and the staffing office.
  - iii. Optimization: Analyzing scheduling practices to identify inefficiencies, understanding the unit/department matrix, implementing improvements, and ensuring adequate skill set needs are met for the department or arena.
  - iv. Tool Management: Utilizing scheduling tools and software to streamline processes and enhance collaboration.

## **ARTICLE 10 – PUBLIC HEALTH NURSES (PHN) and CONTINUING CARE SERVICES (CCS) DEPARTMENT: HOURS, OVERTIME, SCHEDULES, AND, TERRITORIES**

### 10. A. DEFINITIONS:

- 10.A.1 Field: Unless there is a specific alternate schedule, the “workday” begins between 0800 and 0830 and ends between 1630 and 1700 for the day shift, and 1300 to 2130 for the evening shift. Recognizing that the field of PHNs practices a form of telecommuting, there are certain defined activities done routinely from the staff person’s home; for example: computer data transfer, voicemail, contacting the scheduler, documentation in the electronic record, and telephoning patients to set up home visits. The employee may begin the

workday with these activities; however, the time spent on non-work-related activities and travel to the first work location of the day are unpaid. Similarly, although there may be work done by the employee at the end of the day from their own home, the time spent traveling from the last work location of the day to their “home” is non-paid time.

10.A.2 Non-Field: The Resource/Referral hours of operation begin at 0800 and end at 1730, seven days per week, including holidays, with a half-hour for lunch break, unless a routine alternate schedule has been specifically approved by the immediate supervisor.

10.A.3 After-hours call: The call shift covers the hours of 1700 to 0800 on Monday through Friday, 1700 – 0830 Saturday, Sunday, and holidays.

10.A.4 Should the field PHN anticipate the work assignments (visits, documentation and follow-up telephone calls) would be completed in less time than the scheduled workday, the PHN is to contact the scheduler (contact the Supervisor after 15:00 until the end of the shift, and within two hours of the end of shift for additional work assignments.

10. B. Work Week:

10. B.1 The “work week” is defined as a seven-day (7) period beginning at 0001 Sunday to 2400 Saturday.

10.C. Change in Schedule/Hours of Operation:

10.C.1 The parties recognize that changes in employee work shifts and hours of operation may be necessary for the quality of health care delivery. If a need to change schedules outside of current hours of operation is identified, the agreed-upon LMP entity and process shall be utilized. Labor and management shall apply the decision-making language, as stated in the “Reaffirmation and Understanding” document (pp. 14-16), with regard to changes in work schedules. If consensus cannot be reached, management retains the right to make and implement decisions regarding work schedules. The Union retains the right to respond.

10.C.2 Regularly scheduled days on/off and start/stop time shall be developed between managers and employees, to the extent possible, to achieve stability among affected employees. When the Employer requires permanent changes to days on/off or start/stop times of two (2) hours or less to work groups or individual employees, and when volunteers cannot be obtained, the least senior qualified employee(s) shall accept the required change. Permanent start/stop time changes greater than two (2) hours may be voluntarily accepted by a work group or employee, otherwise the position(s) shall be posted.

#### 10.D. Method for Establishing Alternate Schedule Patterns:

The Employer and the union mutually recognize the benefit of innovative work schedule patterns may have on the recruitment and retention of qualified PHNs. Alternatives to the OFNHP/Kaiser Permanente Labor Agreement may be tentatively agreed upon by shop stewards, supervisors, or managers when approved by the CCS Department's Retention and Recruitment Committee, under the following conditions:

- 10.D.1 Alternatives must be described in writing, and signed and dated by a representative appointed by the Union and a supervisor (hereafter called an experimental agreement).
- 10.D.2 Alternative schedule patterns may include weekends, holidays, and days off.
- 10.D.3 The experimental agreement must specify the work group and time frame to which applies.
- 10.D.4 The department Retention and Recruitment Committee shall review each experimental agreement at its next regular meeting. These experimental agreements shall be instituted, extended, and evaluated by the Committee, with decision-making based on the consensus model.
- 10.D.5 Both the Union and management have the right to request a change or make permanent an alternative schedule.
- 10.D.6 If the alternative schedule has been satisfactory to both Union and management, they shall submit, in writing, a request to the Retention and Recruitment Committee to make the staffing pattern permanent for this work group.
- 10.D.7 If the parties cannot agree whether to continue or discontinue the alternative schedule, the original proponents of the request shall work within the dispute resolution process described in the National Labor-Management Agreement.
- 10.D.8 Work group(s) that have an alternative schedule may elect to change to another alternative schedule using the same method as described in this Article.
- 10.D.9 Both parties shall try to ensure that copies of all new, changed, or discontinued alternative schedules shall be forwarded to the OFNHP office.

#### 10.E. SCHEDULES:

- 10.E.1 The Employer agrees to create and post full-time positions whenever possible.
- 10.E.2 Weekend shall mean shifts starting on Saturday and Sunday, except in the case of the night shift, which shall mean shifts starting on Friday and Saturday.
- 10.E.3 Employee's scheduled workdays shall include rest periods, meal breaks, and time to prepare for essential patient care or job responsibilities. Recognizing that the workday for field PHNs is mostly self-managed, field staff are responsible to assure that rest periods and meal breaks are taken. See Article 13, Section I.

- 10.E.4 Each PHN is scheduled to work every fourth weekend (unless they were hired on a more frequent schedule) and two holidays per year.
- 10.E.5 By 20:00 the night before, the RN who is available to work the next additional shift shall be messaged with one of two options:

Option A: "Yes, we will use you, and we are committing." At this point, CCS is committed and will not be cancelled, and the RN is committed to working unless ill, or

Option B: The RN will be in available status, and will be notified if needed on the shift by 08:00 of the available day. The RN may cancel availability CCS may indicate the RN is not needed up to 08:00 of the available day.

#### 10.F. WEEKEND/EVENING BACKUP

- 10.F.1 For the purpose of providing adequate PHN staffing on weekends and evening shifts without having to increase the frequency of weekend rotation schedule, a back-up PHN staffing system is used in Continuing Care Services. It is our intent to reduce the need for use of these backup systems. This may be appropriately discussed by the department Retention and Recruitment Committee.
- 10.F.2 All PHNs assigned to every four (4)-week weekend rotation (Home Infusion Team [HIT] and Hospice Night Nurse are exempt from Backup) shall also sign up for a minimum of two weekends per year to serve as back-up. Back-up PHNs are activated to backfill for staff absences due to position vacancies and leaves of absence. The activation notification must occur with one (1) week's advance notice. To minimize hardship for individual staff, activation shall first go to the PHN who has been assigned fewer times in the calendar year, and then proceed in reverse seniority order. Back-up PHNs shall not be used to cover call replacement or staffing needs due to a higher-than-expected patient census. Sign up for the coming year's weekends, which shall occur in the month of September of the prior year. Sign-up conflicts are resolved as follows:
- a. PHNs who sign up for four or more weekends receive first choice, then
  - b. Seniority

#### 10.G. JOB SHARE RESPONSIBILITIES, VACANCIES AND APPLICATIONS:

- 10.G.1 Job share positions shall consist of one (1) full-time equivalent shared by no more than two (2) qualified PHNs. Each partner of a job share is expected to work at least forty (40) hours per pay period, with the exception of approved time off.
- 10.G.2 Job share partners shall be expected to cover the duties and responsibilities of a full-time position/case manager.
- 10.G.3 Both jobs share partners who share the documentation and case conferencing responsibilities equally for all patients on their caseload.
- 10.G.4 Each job share partner shall work one weekend out of four on a rotating basis or as per the full-time PHN weekend schedule rotation. The assigned

weekend may be shared by the job share partners, but must cover both Saturday and Sunday of the same weekend.

- 10.G.5 Each job share partner shall work two (2) holidays each year on a rotating basis or as per full-time PHN holiday expectations.
- 10.G.6 Each PHN job share partner shall meet the same after-hours nurse call responsibilities as a full-time PHN.
- 10.G.7 Job share partners shall submit a monthly plan, in writing, one month in advance, for how they shall divide their work schedule responsibilities.
- 10.G.8 Individuals within the job share who are interested in working more than their coded hours shall submit in writing one month in advance their availability to work above the coding level.
- 10.G.9 Job share partners are expected to make reasonable efforts to cover for one another during scheduled absences so as to maintain maximum continuity of care for their assigned caseload.
- 10.G.10 Job share partners shall not be routinely granted vacation time for the same time period.
10. G.11 In the event that one of the partners within the job share position resigns or takes another position is taken, the following steps shall be taken:  
After half of a job share is vacated, the remaining job share may be asked to float rather than following a caseload. If unable to successfully fill the vacancy after a two (2)-month posting, the remaining partner will be offered a twenty to twenty-four (20 – 24) hour Float position or may apply for any open position, and the territory shall be posted as a full-time position.
- 10.G.12 When a job share position vacancy exists, the following process shall occur:
  - a. All job share positions shall be posted within the department for a period of at least fourteen (14) days.
  - b. Individuals interested in job sharing shall be expected to submit a written application for the posted job share position.
  - c. Applicant(s) shall be interviewed for the job share position, and the job share position shall be awarded to the most qualified applicant(s).

#### 10.H. ON-CALL PHN UTILIZATION

- 10.H.1 On-call personnel are called into work based on the following criteria:
  - a. To fill in for a specific staff person for a specific length of time (education leave, vacation, leave of absence for illness, etc.), which is agreed upon mutually in advance.
  - b. Insofar as department needs are predictable, and with the exception of extreme emergency, every attempt is made to contact the on-call person no later than Friday of the preceding week, if services shall be required for Monday of the following week. On-call PHNs have the option of nonacceptance of work with the understanding that their availability must be “reasonable” (i.e., that too frequent refusal to work could result in the elimination from “on-call” status with the Employer).
  - c. If at any time an on-call person should become essentially unavailable, it is expected that they shall inform the Employer. Likewise, if the department can no longer use the services of an on-call person, that shall

be communicated with an explanation.

d. If sick when expected to work, or unable to work due to unforeseen circumstances, it is expected that the supervisor shall be called prior to beginning of the assigned shift.

e. For a definition of "on call", see the definition under Article 8.

10.H.2. The CCS department may post Short Hour positions with required availability of every 4th weekend and a specified number of weekday shifts per month.

#### 10.I. VOLUNTARY ADDITIONAL SHIFTS

CCS Staffing Coordinator to keep track of overtime shifts only for weekends, with a rotating seniority-based system by calendar year, with a separate list for HIT, Home Health and Hospice RNs.

#### 10.J. VOLUNTARY OVERTIME

10.J.1. There is no mandatory overtime. Labor and Management agree to the importance of actively engaging in partnership to limit overtime to promote work/life balance. Voluntary overtime may be offered on a limited basis and granted to RN volunteers, and may include the following as strategies to reduce the impact on RN volunteers, tuck in visits, reduced visit load, the following day to complete charting, and other strategies recommended by the CCS department LMP committee.

10.J.2 No worked time over 12 hours (productive) in a twenty-four (24)-hour period. The twenty-four (24)-hour clock for this purpose begins with the start of the shift. RNs who work an evening shift with no additional hours shall not be prevented from working the following day due to this provision.

10.J.3 Total hours paid (worked and non-productive) in a pay period shall not exceed one hundred ten (110) hours.

10.J.4 Overtime in excess of these parameters may be approved by the Nurse Manager/Director on a case-by-case basis after consideration of the potential impact of the overtime on patient care and the employee's performance.

#### 10.K. OVERTIME CALCULATION

10.K.1 Employees' work schedule shall provide for a minimum of twelve (12) hours between two (2) consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1.5) the regular straight-time rate, including shift differential, if applicable.

10.K.2 Consecutive Day Premium and Overtime Rules:

a. Exemptions-overtime: sick time, vacation, float holidays, and bereavement leave shall not be counted in the computation of overtime.

b. Exemptions-consecutive day pay holidays taken, float holidays taken, sick time taken, education days, stand-by hours, vacation taken, flex days taken, and non-clinical time above coding shall not be included in the compensation for consecutive days' pay.

c. For the purposes of this provision, the following shall count in calculating consecutive days of work: all core shifts, all clinical time above coding, mandatory training events, nursing unit retreats, and bereavement leave.

d. When counting consecutive days of work for the purposes of premium pay, KP shall count in a continuous, calendar-based order. KP shall not count "core shifts" first before counting "extra" shifts.

e. There shall be no duplication of overtime payments for the same hours worked under any of the provisions of this Agreement. To the extent hours are compensated for at overtime/premium rates under one provision, those same hours shall not be counted in determining overtime/premium pay under the same or any other provision. However, if more than one provision is applicable, the higher rate shall apply.

#### 10.K.3 5/40 Schedule Public Health Nurses (PHN)

a. Employees shall be paid at the rate of one and one-half (1.5) times the straight-time hourly rate, including any differential, for all hours compensated in excess of forty (40) hours within the workweek, and for all hours of work performed in excess of eight (8) hours in a workday (except as provided in Paragraph 1 of this section and in the next paragraph).

b. All hours worked on the sixth (6th) consecutive day worked in the workweek shall be paid at the rate of one and one-half (1.5) and all hours worked on the seventh (7th) consecutive day of work shall be paid at double time except when there is a change of schedule agreed upon between the employee and the Employer (i.e., trading of scheduled shifts). In all cases, however, overtime shall be paid for all hours worked in excess of forty (40) per workweek.

#### 10.L. NIGHT SHIFT

10.L.1 The CCS Department night call shift is used for Hospice and Home Infusion.

It consists of a fifteen (15)-hour period, from 1700 until 0800, Monday through Friday and until 0830 Saturday, Sunday, and holidays.

10.L.2 PHNs assigned to perform night call shift receive straight time pay for a guaranteed ten (10) hours.

10.L.3 If, based on patient call as and need for home visits, the PHN's actual work time exceeds ten (10) hours, the PHN is paid at a rate of time and one-half (1.5) regular rate of pay for the hours in excess of ten (10) hours.

10.L.4 This shift is exempt from the twelve (12)-hour call-back rule.

10.L.5 If the night shift individual calls in ill, the supervisor shall ask for volunteers, and assign to a volunteer or any Home Health, Hospice, or Home Infusion PHN, at the supervisor's discretion.

#### 10.M. GUIDELINES FOR TIME OFF

10.M.1 The total number of PHNs allowed off on any given day, for the purposes of granting requests for time off, is a formula of 1.25 PHNs off for every ten (10)

regular scheduled PHN positions. The formula for the maximum number of RNs allowed off in the CCS department, for any given day, is twelve and a half percent (12.5%) of productive FTEs from the prior six (6)-month period, with semi-annual adjustments made in January and July of each year. The number of RN's granted time off in each program shall be based on the percentage of PHNs working under each program. The number of PHN's per program may exceed the program maximum by one (1) as long as the department total is not exceeded. Exceptions to this formula may be made with supervisory approval/discretion.

For example: Total department PHN FTE equals sixty-four (64). Maximum PHN's granted time off =  $64 \times 12.5\% = 8$ .

- Hospice RNs are 50% of the RN's working in the department, so maximum Hospice PHNs are granted time off would be four to five (4-5).
  - Home Health PHNs are 40% of the PHNs working in the department, so the maximum number of Home Health PHNs granted time off would be three to four (3-4).
  - Home Infusion PHNs are 10% of the PHNs working in the department, so the maximum Home Infusion PHNs granted time off would be one to two (1-2).
- 10.M.2 Requests for vacation time off are to be submitted in writing to the Staffing Coordinator at least thirty (30) days in advance of the time requested. Final approval of all vacation requests shall be made by the immediate supervisor and based on the department's ability to meet patient care needs.
- 10.M.3 Requests are granted in order received up to the number allowed off based on the formula in this article. When there is a tie between requests, the Staffing Coordinator shall notify all PHNs involved so they can attempt to work out a solution to the conflict. If unresolved, the tie is broken based on seniority.
- 10.M.4 The PHN shall be granted time off on holidays or weekends scheduled to work if they trade the holiday or weekend with another PHN and provide evidence of the agreed-upon trade.
- 10.M.5 Rolling requirement that time off requests may be submitted no sooner than nine (9) months prior to the requested time off dates.
- 10.M.6. Vacation Requests for Peak Time – For the purpose of providing an equitable system of limited access to vacation days to assure adequate staffing during summer and peak vacation times.
- a. Requests may be submitted nine months before the first day of the month of desired time off. Conflicts to be resolved by seniority. An employee may only request time off in each period once every other year.
  - b. Conflicts to be resolved by seniority.
  - c. Summer vacation period of June 1 to August 31, maximum allowed time off for all employees based upon coded hours multiplied by 1.5.

EXAMPLE: 80 hours = 15 days, 64 hours = 12 days and 20 hours = 7.5

days, based upon hours coded per pay period.

d. If all the dates within the summer vacation period are not requested off six (6) months prior to the first day of that month, then those dates may be requested by anyone using seniority without restrictions and counting into the above number.

f. Other peak request times: Thanksgiving week (Monday-Friday), week before December 25<sup>th</sup> (until the 25<sup>th</sup>), week after December 25<sup>th</sup> (12/26-1/1), Spring Break (Local Schools 3/1-4/30).

g. If all peak times are not requested three (3) months before the above dates, they may be requested by anyone without restrictions based on Seniority.

EXAMPLE: An employee requests the Friday after Thanksgiving off this year, they would be unable to request any time off during Thanksgiving week next year, unless the time is available three (3) months before.

10.M.7 Trading Weekends/Holidays: For the purpose of providing adequate PHN staffing of weekends/holidays and promoting flexibility and job satisfaction for the PHNs, trading weekends/holidays is an allowed part of the staffing system in Continuing Care Services. Trading of weekend/holiday between two (2) PHNs is allowed under the following criteria:

a. Schedule neutral: Defined as a clean trade of one weekend/holiday for the other weekend/holiday between the two (2) PHNs and does not drive overtime pay for either PHN.

b. Generally, the two (2) PHNs also trade each other's days off.

c. Home Health, Hospice, and Home Infusion PHNs may trade weekends with each other as long as each weekend is staffed with minimum levels of each. Minimum levels may be established, evaluated, or revised by the Department Retention/ Recruitment Committee.

d. PHNs may keep their own day off schedule, providing the Supervisor approves that it would not adversely impact the ability to provide staffing necessary for quality patient care.

e. All requests are made in writing. Notification should identify the PHN's specialty area (Hospice and Infusion), and how days off are also being traded.

f. Trade requests should routinely be submitted with a minimum of one (1) week advance notice to ensure adequate communication of all parties and inclusion into the scheduling system.

## 10. N GUIDELINES FOR SICK CALL

A sick PHN is responsible for notifying the department no later than 0700 for the day shift, 1000 for the evening shift, and 1500 for the night shift. Notification can be accomplished by:

10.N.1 A telephone call/voicemail to the CCS department's voicemail line for weekdays, day shift only.

10.N.2 A telephone call or direct contact to the supervisor is required for weekend days, holidays, and any shift other than the day shift.

- 10.N.3 PHNs are encouraged to include as part of the illness notification all information concerning patient/caseload needs or issues.
- 10.N.4 The PHN's supervisor may contact the PHN following notification to discuss patient/caseload needs, visit requirements, and probable return to work. Time spent on this activity is compensable in 15-minute increments and not subject to minimum reporting pay agreements.

#### 10.O. PATIENT FUNERAL ATTENDANCE

- 10.O.1 Approval of PHN attendance at patients' funerals shall be subject to the operational and departmental needs
- 10.O.2 Time taken to attend patient's funerals shall be unpaid leave time or vacation.

#### 10.P. TRANSPORTATION

- 10.P.1 PHNs shall always have on-the-job transportation available.
- 10.P.2 PHNs are expected to keep their vehicles in good, safe working order and suitable for inclement weather.
- 10.P.3 If the PHN's vehicle is having operating difficulties, the PHN is responsible for arranging for alternate transportation in a timely manner to provide assigned patient care.

#### 10. Q. GEOGRAPHIC TERRITORIES FOR PHNs

- 10. Q.1 New employees are assigned to the geographic area and primary supervisor where the need exists.
- 10.Q.2 Inasmuch as possible, geographic team assignments are kept intact, so as to provide continuity for the patient and to allow for team building.
- 10.Q.3 Geographic team boundaries may change periodically at the discretion of supervisors when caseload/staffing needs require adjustments so that services continue to be efficiently provided.
- 10.Q.4 Open territories shall be posted in the department newsletter. Additionally, the Supervisor shall do an all-RN voicemail at least 14 days prior to the territory being assigned. Newly hired PHNs may not be assigned a territory until the fourteen (14) day notification period has expired.
- 10.Q.5 Transfer requests for team or territory assignment change are to be submitted to the employee's immediate supervisor in writing. Competing requests shall be decided by seniority.
- 10. Q.6 The PHN may request a territory balancing meeting with the Supervisor, and at least two (2) case managers from bordering territories, and a neutral CCS shop steward, when they determine a pattern of excessive overtime or outside referrals exists. The Supervisor shall facilitate a meeting time and place and take part in the meeting. The participants shall discuss all factors related to the territory assignment. If the participants cannot arrive at a consensus and present a written plan for balancing within one week of the

meeting, the Supervisor and neutral shop steward may establish new territory boundaries based on issue resolution and quality patient care principles.

10.Q.7 Supervisors may not change assigned territories among PHNs who shall not voluntarily agree to the change, without convening a balancing territory meeting. 10.R. CASE MANAGER INPUT ON REFERRALS OUT

For the purpose of obtaining the most complete information about schedules, caseloads, acuity, and discharges, as well as giving the PHN a voice in the process, prior to the final decision to refer out a case in the case manager's territory to an outside Home Health, Hospice, or Home Infusion Agency.

10.R.1 The practice of the Continuing Care Services Department shall be to seek and utilize the input of the PHN case manager prior to referring a case in the PHN's territory to an outside Home Health, Hospice, or Home Infusion Agency, whenever this is feasible.

10.R.2 Process:

a. Supervisor/Scheduler leaves an urgent voicemail message and page to voicemail.

b. Case manager listens to the message and contacts the Supervisor/Scheduler, as soon as possible, should the PHN have some input into the decision to refer out.

c. Staff knowledge that would be helpful in making the referral out decision would be:

1) anticipated discharges

2) acuity

3) geographic distribution of caseload

4) the ability to fit the evaluation into the present schedule or to do it with additional hours/overtime

d. Supervisor decides the status of the referral based on:

1) anticipated staffing factors

2) overview of entire schedule

3) billing status and cost factors

4) case acuity

5) input of PHN

e. If the case manager has an issue/concern with the decision, they should discuss it with the Supervisor.

10.R.3 The final decision rests with the Supervisor and is not subject to Article 26, Grievance, by the PHN.

## **ARTICLE 11 - CHARGE NURSE**

### **11. A CHARGE NURSE**

#### **11.A.1 Definition**

11.A.1.i. A Charge Nurse is a Registered Nurse who has assigned leadership responsibilities within a defined work group. In partnership with lead physicians/HAS and under the direct and

indirect supervision of an exempt manager, the Charge Nurse engages in the following representative activities to continuously improve member care:

- Lead and facilitate the unit's workflow.
- Problem-solving and assisting in the resolution of member care issues.
- Assist with staffing and scheduling issues within approved team staffing rules.
- Participates in staff training and orientation, mentoring, and coaching up to but not including formal disciplinary actions.
- Provides input upon request for personnel evaluations.
- Participates in the evaluation of team performance in meeting member needs.
- Facilitate admissions and discharges to and from the unit.

#### 11.A.2.ii. Hiring and Selection, and Posting of Charge Nurse Position

a. In the event of a vacancy of a Charge Nurse position, the manager will determine its continued need. If validated, it shall be posted in accordance with Article 14. Refer to Article 11. B. Charge Nurses Selection.

#### 11.A.3 Administrative Allotment - Outpatient & All Surgical Services

The Charge Nurse may be allotted the equivalent of one (1) shift per week to perform administrative duties, as determined by the needs of their team and the Manager (hours shall be prorated to match FTE). Additional hours may be mutually agreed upon by the Charge Nurse and Manager.

#### 11.A.4 Administrative Allotment - Inpatient (other than Surgical Services)

The Charge Nurse may be allotted a minimum of one (1) shift per month to perform administrative duties as determined by the needs of their team and the Manager. Additional hours may be mutually agreed upon by the Charge Nurse and Manager.

#### 11.A.5 Education

Opportunities to assist the Charge Nurse in their role will be offered to the Charge Nurse and shall be compensated. When the manager formally requests the Charge Nurse to attend a development opportunity, registration and appropriate paid time shall be approved.

#### 11.A.6 Resolution of Issues

The Union and Employer strongly support problem identification and resolution at the lowest level possible, based on the issue. See the workload dispute resolution process for further alternatives.

#### 11.A.7 Reduction in Charge Nurses

Charge Nurses shall not be floated out of the nursing module/department unless voluntarily. Charge Nurses shall be subject to permanent reductions according to Article 14.G.2

#### 11.A.8 Meetings with Peers - Outpatient

The Employer supports service-area-wide (East, West, Washington) Charge Nurse meetings biannually and regionwide Charge Nurse meetings annually. Agendas shall be co-developed by Charge Nurses, PCMs, and Managers Medical Offices (MMOs). Monthly charge nurse meetings at the facility level shall continue to the extent they currently practice. It is suggested

that these include both MMOs and PCMs.

## 11.B. CHARGE NURSE SELECTION

11.B.1 Due to the nature of the Charge Nurse position and the corresponding leadership responsibilities, Charge Nurse positions shall be filled on the basis of performance, experience, qualifications, and leadership potential.

### 11.B.2 Interview Team

Management and the Union (to include a minimum of three (3) union members chosen by the workgroup) 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.

If the workgroup is unable to choose an interview team within three (3) weeks of process initiation, then the Union designee shall select members to serve on the interview panel within one week of notification. The interview panel shall be reselected every 6 months. Ancillary staff may attend as determined by the interview panel.

### 11.B.3 Interviews

The Interview Team shall conduct interviews and make the hiring decision by consensus. Hiring decisions shall be made using the following guidelines to assist in the selection:

- a. Previous work experience,
- b. Potential leadership abilities
- c. Education and credentials
- d. Seniority.

If no consensus is reached:

If consensus cannot be reached, the Charge Nurse may be selected by a majority vote of the Interview Team. Management and Labor shall have an equal number of votes. Each member of the Interview Team shall have one vote.

If a majority vote cannot be reached, then the graded hiring matrix shall be utilized, and the interviewee with the highest point total shall be selected.

The interview Team shall continue the recruitment process if no qualified candidate is identified.

### 11.B.4 Selection Announcement

When the selection is decided, there shall be a joint announcement to the work group by the Interview Team.

### 11.B.5. Charge Nurse Vacancies and Replacement

If the Charge Nurse wishes to resign or is asked to resign from this position, the employee, supervisor, and other pertinent parties (e.g., HR, Steward) shall meet to

assess the situation and evaluate non-punitive options including a transition of position (without loss of seniority). Options should include an assessment of whether other qualified applicants exist within the workgroup with interest in applying for and switching positions. Charge Nurses shall not be removed from the role without cause. Cause may include failure to meet agreed-upon charge responsibilities, repeated performance concerns, or conduct inconsistent with safe, effective leadership. Any removal must follow a documented review process with the nurse and union representation if requested.

## Relief Charge Nurse

### 11.C.1 Definition of Relief Charge Nurse

A Relief Charge Nurse is a qualified staff nurse who assumes the responsibilities of the Charge Nurse during their scheduled or unscheduled absences.

### 11.C.2 Duties of the Relief Charge Nurse

See 11.A.1

### 11.C.3 Qualifications and Selection Process

Eligibility: Candidates for Relief Charge Nurse must have:

- A minimum of one (1) year of clinical nursing experience in the unit or clinic/ specialty.
- A minimum of six (6) months' experience in the unit or clinic.
- Demonstrated leadership skills and a strong working knowledge of unit operations.
- A willingness to assume the responsibilities of the role.

Selection Process of Relief Charge Nurse:

When a need for Relief Charge Nurses is identified, the Manager shall post notice for a minimum of seven (7) calendar days on a designated physical bulletin board and a mutually agreed-upon electronic platform. Interested nurses shall submit their names for consideration annually or upon a vacancy in the Relief Charge role. Relief charge nurses shall be selected using the process outlined in 11.B.3

### 11.C.4 Training and Orientation

Newly selected Relief Charge Nurses shall receive adequate training and orientation to perform the Charge Nurse role. Training shall include shadowing current Charge Nurses and receiving instruction and leadership and administrative tasks.

### 11.C.5 Scheduling of the Relief Charge Nurse

Relief Charge Nurses acknowledge and accept that their role is primarily intended to meet staffing and scheduling requirements. Accordingly, they shall be prepared to assume Charge Nurse duties as operational needs arise. Relief Charge Nurses shall be pre-scheduled to cover known absences (e.g. vacations, scheduled leave, education/training, clinical practice days, etc.). Relief Charge Nurse shall be scheduled for one (1) clinical practice shift at least once per scheduling cycle (e.g., twelve (12) to

thirteen (13) weeks. The frequency of such clinical practice shifts may be adjusted based on department size, number of Relief Charges, and existing scheduling practices. Where there is a last-minute need for a Charge Nurse and Relief Charge Nurse(s) are already on duty for that shift, management shall select a volunteer, or if no Relief Charge Nurses volunteer, the shift shall be assigned by reverse seniority or other process as defined within the unit. Should a nurse be reassigned from their regular floor duties to fulfill Relief Charge Nurse responsibilities, the Employer shall make reasonable efforts (see **Article 9. M**) to fill the staffing gap created by that reassignment.

#### 11.C.6 Compensation

Relief Charge Nurses shall receive the Charge Nurse pay differential for each hour worked in the Charge Nurse role.

### 11.E. Designation of Clinical Practice Day for Charge Nurse:

#### 11.E.1 Definition

Charge Nurses shall be scheduled for one (1) clinical practice shift at least once per scheduling cycle (e.g., twelve (12) to thirteen (13) weeks) to work in the capacity of a Staff Nurse within their assigned unit. The frequency of such clinical practice shifts may be adjusted based on department size, number of Relief Charges, and existing scheduling practices 11.E.2

#### Scope of Duties

Charge Nurses shall not assume administrative or charge-related responsibilities on this day to fully immerse themselves in staff nurse duties.

#### 11.E.3 Scheduling

Clinical Practice Days shall be pre-scheduled to ensure adequate coverage for the Charge Nurse's typical duties. Charge Nurse shall only assume Team Lead duties on their clinical practice days in cases of unforeseen emergent circumstances and only when all other staffing alternatives (see Article 9. M) have been employed without success and are documented.

#### 11.E.4 No Loss of Compensation

Charge Nurses shall maintain their pay grade and benefits during their Clinical Practice Day.

## **ARTICLE 12- STAFFING STANDARDS**

### 12.A. OUTPATIENT STAFFING

12.A.1. When outpatient RNs raise concerns regarding staffing adequacy or workload, the Employer shall engage the RN Alliance Staffing Committee in a timely review of staffing conditions and provide relevant staff and workload data necessary to assess the concern, as proposed. The Employer shall respond with identified mitigation strategies or rationale within 60 days.

### 12.B Joint Staffing

12.B.1 The Employer and the Union shall identify (through consensus) departments to begin the Joint Staffing process laid out in Sections **1.F.1, 1.F.2, and Exhibit 1. F of the National**

## **Agreement.**

12.B.2 The joint staffing implementation process shall involve ten percent (10%) of the OFNHP workforce of the unit, not to be less than two (2) OFNHP members or greater than ten (10).

12.B.3 Joint staffing committees shall meet at least once every two (2) weeks and shall complete the process no later than one hundred twenty (120) days from the date of the committee's first meeting.

12.B.4 These joint staffing committees shall engage in the "Budgeting, Staffing and Scheduling" process as outlined in Exhibit 1.F of the National Agreement.

12.B.5 Once the first departments have completed their Joint Staffing processes, the Employer and the Union shall meet to identify (through consensus) the next departments to begin the Joint Staffing process. The parties shall meet every three (3) months thereafter to identify new departments to begin the Joint Staffing process. During these meetings, the parties shall collaborate to continually improve the process.

12.B.6 The stated timelines in this Agreement may be extended by mutual agreement.

12.B.7 If Section 12. B is modified because of the 2025 National Agreement bargaining, the parties agree to meet in good faith to discuss the effect of these changes on this Agreement.

## **ARTICLE 13- COMPENSATION**

*Note: Please refer to the National Agreement, Section 2. A.*

### **13. A. SEE WAGE SCALE IN APPENDIX A**

RNs with 25 years or more of experience, 5 of which are at KP, shall be granted a 2.5% 25-year longevity step.

RNs with 30 years or more of experience, 5 of which are at KP, shall be granted a 2.5% 30-year longevity step.

### **13.B. PERFORMANCE SHARING PLAN (PSP)**

See *National Agreement* for any applicable plan.

### **13.C. CREDIT FOR PREVIOUS EXPERIENCE**

#### **13.C.1 General –**

a. Newly employed Registered Nurses shall receive credit for prior Registered Nurse experience acquired in acute care hospitals or other facilities acceptable to the Employer. One (1) year of credit shall be granted for every one (1) year of previous experience in a position in which the RN was employed on a regular basis of at least twenty (20) hours per week. Credit for prior acceptable employment of less than twenty (20) hours per week shall be prorated on the basis of one (1) year's credit for every three (3) years' experience. See Appendix A, Wage Schedule Differentials. Credit for experience shall commence on the date satisfactory proof of such prior experience is

provided by the Nurse

b. Tenure credit for previous experience, which does not conform to the above provisions, shall be discussed with the Union, and the parties shall strive to determine a fair application of the principle of tenure credit for previous experience on a case-by-case basis.

#### 13.C.2 International Nurse Experience –

a. The Oregon or Washington State Board of Nursing credentialing criteria shall be used to determine whether international nursing experience is counted toward tenure step placement upon hire.

b. If the RN qualifies, takes and passes the NCLEX nursing exam, then the previous nursing experience shall be counted for tenure step placement upon hire.

c. If the RN must take additional remedial nursing or otherwise clinical classes prior to taking the nursing exam, their international nursing experience shall not be counted, and they shall be placed on the lowest wage step upon hire.

### 13.D. TENURE INCREASES

#### 13.D.1 REGULAR NURSES

Upon completion of each twelve (12) months of continuous employment, the RN shall receive the appropriate tenure increase in accordance with the established wage schedule.

#### 13.D.2 SHORT-HOUR AND ON-CALL NURSES

Short-hour RNs shall be eligible for progression to the next tenure step upon each RN's annual anniversary date, provided that they have accumulated at least one thousand (1,000) hours of work. In the case where a Nurse has not worked at least one thousand (1,000) hours during any anniversary year, progression to the next tenure step shall occur upon accumulation of one thousand (1,000) hours, and a new tenure eligibility date shall be established.

No RN shall advance more than one (1) tenure step during any anniversary year.

#### 13.D.3 GRADUATE NURSES

Time spent by an RN in the category of Graduate Nurse shall be counted as part of the period of continuous employment required for the tenure increase to the next step of the Registered Nurse scale as provided for in this section.

#### 13.D.4 EFFECTIVE DATE

All tenure increases shall become effective at the beginning of the first (1st) full payroll period nearest the RN's tenure increases eligibility date.

### 13.E. STANDBY PAY (see also Article 9, Section I)

The following shall apply to RNs who are scheduled for standby off the Employer's premises:

13.E.1 RNs on standby duty on days other than a recognized holiday shall be compensated at the rate of eight dollars (\$8.00) per hour. Pay for standby duty on a recognized holiday shall be two and a half times (2.5x) the standard standby rate per hour. There shall be no deduction of the stand-by pay for hours worked, and the applicable shift differential shall be paid.

13.E.2 RNs on standby duty who are called in to work on other than a recognized holiday shall be paid for the time worked at one and one-half (1- 1/2) their basic straight-time hourly rate. RNs on standby status who are called in to work on a recognized holiday shall be paid for the time worked at two and one-half (2- 1/2) their basic straight-time hourly rate.

13.E.3 RNs on standby duty shall be guaranteed a minimum of three (3) hours' work or pay for the first (1st) time such RN is required to work in any twenty-four (24) hour period. Such RNs shall be granted a minimum of three (3) hours work or pay for the second, and subsequent times, such RN is required to work in the same twenty-four (24) hour period. An RN's paid hours shall not exceed the number of scheduled standby hours.

An RN may have twelve (12) hours off between the time they complete a standby assignment and the time they report to a regularly scheduled shift. If there are four (4) or fewer hours remaining in the shift, the RN is not required to report for that shift, and hours not worked during the regularly scheduled shift shall not be paid.

#### 13.E.4 SECOND TEAM—SEE ARTICLE 9, SECTION I.2

#### 13.F. SHIFT DIFFERENTIAL

##### 13.F.1 7/70 SCHEDULE RNS

Evening and night shift RNs who work a shift commencing at or after 12:45 p.m. and prior to 6:00 a.m. shall be eligible for a shift differential payment.

##### 13.F.2 NON 7/70 SCHEDULE RNS

Differential Rates: RNs eligible for an evening shift differential shall receive a shift differential for all hours paid.

Shift Differential Schedules: for the purposes of determining shift differential pay the following shall be the recognized shifts:

- · Day Shift: 0700-1500
- · Evening Shift: 1500-2300
- · Night Shift: 2300-0700

Shift differentials RN shall be in effect if a majority of the hours of an RN's shift fall within the standard shift time, in which case the appropriate shift differential shall be paid for the entire shift. If the hours worked fall equally between the two shifts, the RN shall be paid at the higher differential.

### 13.F.3 SHIFT DIFFERENTIAL RATES – SEE APPENDIX A

### 13.F.4 GENERAL

Applicable shift differential pay shall be included in vacation, sick leave, bereavement leave, holiday pay, and overtime hours worked.

## 13.G. TRAVEL/MILEAGE REIMBURSEMENT

RNs who are authorized by the Employer to travel from place to place during the workday to perform work assigned by the Employer shall be compensated for necessary expenses incurred in connection with such travel as follows:

13.G.1 Actual expenses when public transportation facilities are used.

13.G.2 RNs who are required by the Employer to use their own automobiles in the course of their employment and for the business of the Employer shall be compensated therefore at the mileage reimbursement rate established on an organizational basis for such business.

13.G.3 If an RN is assigned to a second (2nd) location after reporting to work or if an RN is assigned to a location other than their regular location, mileage shall be reimbursed to the extent it exceeds the distance that would otherwise have been traveled on that day. Time spent traveling to a second (2nd) location after the start of the workday at the Employer's request shall be considered as hours worked.

### 13.G.4. CONTINUING CARE SERVICES DEPARTMENT

Reimbursement of PHN/CCS for all work-related mileage incurred in the operation of their personal vehicles, and to reimburse the PHN/CCS consistent with the IRS Guidelines for "Non-Home Based" RNs.

## 13.H. REPORTING PAY

13.H.1 RNs who are requested to report for work, or who are scheduled to work and are permitted to come to work without receiving prior notice that no work is available, shall be paid at their regular rate for one-half (1/2) the number of hours they would otherwise have been scheduled to work. Such RNs may be assigned to any work for which they are qualified in lieu of being released. RNs who refuse the alternate assignment shall not be eligible for reporting pay.

13.H.2 Regularly scheduled RNs called to work on what would otherwise have been a regularly scheduled day off, who do not receive at least one (1) hour notice before the start of the required shift, shall be paid for the hours of work actually performed plus one (1) hour at the straight-time rate, but shall be paid not less than four (4) hours nor more than eight (8) hours pay in any one (1) shift (not less than five [5] hours pay or more than ten [10] hours pay for 7/70 RNs).

The provisions of this Article shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the RN not to report for work at least two (2) hours before their scheduled starting time. It shall be the responsibility of RNs to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from the requirements of this Article.

### 13.I. REST AND MEAL PERIODS

Employees are entitled to take rest periods daily, which, insofar as practicable, as determined by the Employer, shall be in the middle of each work period.

13.I.1 Departments shall be staffed appropriately to provide for RN breaks and lunches.

13.I.2 No wage deduction shall be made for such rest periods. Rest periods for employees working an eight (8) hour shift shall be computed on the basis of fifteen (15) minutes during each half (1/2) of their work shift. Rest periods for RNs working a nine (9) or ten (10) hour shift shall be computed on the basis of twenty (20) minutes during each half (1/2) of their work shift. An employee working a twelve (12) hour shift shall be allowed three (3) rest periods of fifteen (15) minutes each. RN working four (4) hours in a workday shall receive one (1) fifteen (15) minute rest period during such work period. RNs are required to remain in the facility during rest periods. Rest periods may be combined or added to a scheduled meal period in the event that workload or scheduling conflicts prevent an RN from taking their rest period as provided for in the preceding paragraph. Such variations shall be arranged between the RN, the work group, and their supervisor.

13.I.3 RNs scheduled to work more than five (5) hours per day shall be entitled to a thirty (30) minute duty-free meal period at, as near as practical, the middle of the workday. RNs who leave the hospital premises during meal periods shall notify their supervisor and may be required to sign in and out. Except as provided below, meal periods shall be on an unpaid basis. In the event an RN is required by the Employer to return to work or to standby for work during a scheduled meal period, the scheduled meal period shall count as hours worked in computing daily overtime eligibility.

13.I.4 Combined rest breaks and meal periods

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 shall 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 work group and shift in which management has authorized a 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

### 13.J. MEETINGS

RNs who are required by the Employer to attend classes or meetings on their off-duty time shall be paid at their regular straight-time rate of pay with a minimum guarantee of one (1) hour pay. The Employer shall make every effort to schedule usual routine business meetings during work hours. The Employer agrees to schedule no more than one mandatory meeting per month during customary rest and meal periods.

If the RN attends a class or meeting for at least four (4) hours and begins after noon, shift differential shall apply. These hours shall be used to determine eligibility for overtime payments.

### 13. K. REIMBURSEMENT FOR RN EXPENSES – CONTINUING CARE SERVICES DEPARTMENT AND WORK FROM HOME (WFH)

13.K.1. RNs shall be reimbursed for home internet and telephone services at applicable rates per the WFH reimbursement policy.

13.K.2. If recall to a KP site occurs during an RN's shift, travel time to and from the worksite shall be paid at the RN's regular rate of pay.

### 13.L. LACTATION CONSULTANTS

Lactation Consultants shall receive an annual certification bonus of \$2,000 (two thousand dollars) in December for certifications mutually agreed upon by the Employer relevant to the Lactation Consultant's practice area, such as International Board-Certified Lactation Consultant ("IBCLC").

### 13.M. BILINGUAL DIFFERENTIAL

13. M. 1. The Employer shall designate up to 10% (10 percent) of RN positions as eligible for a bilingual differential of two dollars (\$2.00) per hour or all productive and non-productive hours.

13.M. 2 The Employer shall make available positions as bilingual that shall include the bilingual differential.

13. M.3 The bilingual assessment tool shall be determined by the Employer.

13.M.4 To be eligible for a bilingual position, RNs shall need to maintain Qualified Bilingual Staff ("QBS") level 2 certification.

13.M.5 The Employer designated QBS2 level 2 Spanish, Russian, or Vietnamese as priority support languages. The Employer may assess whether a specific role should be subject to reclassification where an employee has the qualifications for a bilingual job classification and has a current or planned high utilization of another language in clinical work.

### 13. N. Weekend Differential

#### 13.N.1. Weekend Differential Rates

OFNHP-RN 2025-2029

- a. One dollar and fifty cents (\$1.50) per hour for all hours worked during designated weekend shifts.
- b. The weekend differential shall be in addition to any applicable night shift, evening shift, or specialty differentials.

13.N.2. Eligibility

- a. All registered nurses in any department with weekend operations, regardless of FTE status, are eligible for the weekend differential when working designated weekend shifts.
- b. Weekend differential shall be in addition to any applicable night shift, evening shift, or specialty differentials. picked up voluntarily.

13.N.3. OFNHP Incentive Restrictions:

- a. For nurses who pick up shifts eligible under Appendix D, there shall be no pyramiding of weekend differential.

13. O. RN PROFESSIONAL NURSE ADVANCEMENT PROGRAM (“PNAP”)

13.O.1 The Employer and the Union recognize the importance of professional development, clinical expertise, and leadership amongst RNs. To support this, the Employer shall maintain a Program for OFNHP/ONA RNs and the governing committee.

13.O.2 Participation in the program shall be voluntary and available to all bargaining unit RNs who meet the established criteria. The Employer shall provide clear, transparent, and accessible criteria and application processes for advancement.

13.O.3 Advancement shall be based on documented evidence of professional practice, education, leadership, certification, or other criteria as mutually determined by the Union and Employer.

13.O.4 The Program shall be reviewed annually with the Employer and Union, from the committee’s recommendation, to ensure criteria remain fair, relevant, and equitable. Any changes shall be mutually agreed upon.

13.O.5 No RN shall be denied participation in the program.

**ARTICLE 14- SENIORITY**

14.A Definitions

14.A.1 Seniority is the total length of continuous service with the Employer from the date of hire into an OFNHP or ONA-represented position. If the seniority date is the same, the date of initial licensure shall determine seniority order.

14.A.2 RNs who transfer into a Bargaining Unit job title from a non-OFNHP position (including

former supervisory employees) shall have their OFNHP Seniority based on the most recent date of transfer into the Bargaining Unit.

#### 14.B. Seniority Protection:

- 14.B.1. RNs who return to employment with the Employer within ninety (90) days shall retain previous seniority. After ninety (90) days' separation from the Employer, all seniority shall be lost.
- 14.B.2. Seniority date shall be maintained during the following leaves: Industrial, medical, military, family, and union leaves.
- 14.B.3 Leaves of absence for immigration-related issues such as loss of work authorization or detention.

RNs returning from an approved leave shall retain their seniority and position in the Bargaining Unit.

#### 14.C. Seniority Lists:

The list shall include the RN's name, work location, and hire date into an OFNHP position.

- 14.C.1 An updated seniority list shall be published by the Employer every January and July. Lists shall be provided to the Union when published. Current seniority lists shall be kept on the KPNW Human Resources Intranet Webpage.
- 14.C.2 If an RN believes their seniority date is incorrect, they shall report the issue to their manager who shall assist the RN in making appropriate escalations.

#### 14.D Position Shuffle, Job Bidding, & Vacancies

##### 14.D.1. Position Shuffle:

- a. A position shuffle may be initiated when a vacancy or open position occurs, at the discretion of management, provided that the process outlined in this Article is followed.

##### 14. D. 2 Notification and Transparency

- a. Management shall notify the Union (through a steward, charge nurse, or other designated representative) of the need to conduct a shuffle.
- b. Such notification shall include confirmation of the shuffle date to ensure a labor representative is available on the day of the shuffle to assist and ensure transparency in the process.
- c. Notification of the shuffle shall be posted and distributed to staff at least seven (7) calendar days in advance through established posting location(s) and electronic mail.

##### 14.D.3 Required Posting Information

The shuffle posting shall include the following:

- FTE of the open position
- Shift designation
- Schedule (if applicable)
- Deadline to respond with interest
- Date and time of the shuffle
- Effective date of the change

14. D. 4 Expression of Interest

- a. Within six (6) days, following the posting, employees may notify management in writing of their intent to participate in the shuffle.
- b. The written intent must include the employee's preference for shifts, days, and/or FTEs.

14. D. 5. Management Responsibilities

- a. Management shall collate all expressions of interest to determine which schedules shall become available.
- b. Management shall ensure transparency in the process by involving Union representation during the shuffle.

14. D. 6 Conduct of the Shuffle

- a. On the seventh (7<sup>th</sup>) day after notice, the shuffle shall occur as scheduled.
- b. The shuffle shall be by seniority. In the first (1<sup>st</sup>) round, employees shall select from available positions in order of seniority.
- c. Subsequent rounds shall continue in order of seniority until no positions remain or all interested employees have made selections.

14.D.7 Vacancy Posting

- a. After the shuffle is complete, management shall rebalance FTEs as needed.
- b. If an open position remains after the shuffle, it shall be posted to KP internal applicants for seven (7) days prior to posting externally.

14.D.8. Job Bidding:

RNs who have applied within the seven (7) day posting period shall have priority hiring over all other applicants.

The order of filling positions among such applicants is as follows:  
Regular nurses on the unit (including short-hour, per diem, and on-call),  
Laid-off nurses being recalled,  
Internal qualified applicants,  
External applicants.

14.D.5 Selection Criteria:

Selection shall be made in order of the following:

Minimum Qualifications

Preferred Qualifications

Seniority

Seniority as Deciding Factor. In any case where applicants for a position possess experience and qualifications that are substantially equal, the deciding factor in awarding the position shall be seniority. Should seniority be the same, the deciding factor shall be the date of initial licensure.

For purposes of this article, "qualified" shall mean that the applicant possesses the

requirements and has demonstrated the knowledge, skills, and abilities to perform the essential functions as defined in the position description and unit-specific addendum, including preferred qualifications.

For internal applicants, education identified as a preferred qualification shall not be considered grounds for disqualification or used in a manner that disadvantages the applicant in the selection process.

#### 14.E Additional Hours & Coded Hours Adjustments

When additional hours become available but do not constitute a new full position, these hours shall be posted within the department.

RNs who are qualified for the affected unit and shift may apply for additional hours.

Twice yearly, on January 1 and July 1, the Employer shall review Benefited Average Hours (BAH) of each RN coded at least 20 hours per week.

If any RN's BAH exceeds their coded hours by twenty percent (20%) or more and this pattern is likely to continue, the Employer shall notify the affected RN and recode the RN.

#### 14.F Extra Shifts & Cross-Training

Cross-training opportunities that do not constitute a full job vacancy shall be shared on an electronic platform.

RNs may elect to work extra shifts in another department or facility on an intermittent basis (see seniority process in 9.M)

RNs may only work in environments for which they have been oriented. For the purposes of this section, "oriented" means that the RN has received basic information needed to work on the unit or clinic, such as unit or clinic layout, location of supplies, and essential work protocols. Orientation shall occur before the RN assumes patient care duties. Length of orientation shall be dependent on the RN's previous experience and familiarity to the nursing unit/clinic to which such RN is picking up a shift and patient population to which such RN shall be assigned. All RNs must successfully complete the unit's orientation/competency checklist, before they are considered qualified.

As long as the need exists within the unit or department, RNs shall work a minimum number of shifts (at least 1 shift every 3 months) as agreed to by the RN and manager to maintain competency in that department or facility. These shifts shall be designated as "protected competency shifts" and the RN shall not be floated.

Experienced and qualified ONA RNs shall have the ability to pick up shifts at other locations with manager approval at each location (home unit manager and cross-training manager). OFNHP RNs shall have priority to work shifts prior to shifts being awarded to qualified ONA RNs. See ONA CBA Article 10 when picking up shifts in ONA areas. Pay shall be in accordance with the Parties' CBAs.

This section is not intended to replace new graduate internship(s)/fellowship programs.

#### 14.G. Reduction in Force (RIF) & Bumping Rights

##### 14.G.1 Temporary Reduction:

If a patient care area or facility is completely closed for one (1) but less than thirty (30) days, employees shall not incur a loss of income, provided employees are willing to be reassigned within the ONA or OFNHP bargaining units during this time. No bumping shall occur during such reduction.

##### 14.G.2 Permanent Reduction

Permanent reduction shall be defined as a reduction of hours, reduction in force, or the elimination of an RN's position in excess of thirty (30) days.

When the Employer determines that a reduction in hours or positions is necessary, the decision shall be made and communicated to the Union through a notice of intent in writing, a minimum of sixty (60) days prior to implementation. This notice shall include the number and description of the affected positions and the reason(s) for the reduction.

The parties shall meet, if the Union so requests, to discuss impact and explore alternatives, including a work share agreement to be mutually agreed upon by the employees in the affected patient care area or outpatient facility.

The Employer retains the final right to determine the nature of the layoff.

Permanent reduction in positions or hours shall take place utilizing reverse seniority by patient care area or work group provided that the RNs remaining have the ability to perform the work required with up to a maximum of one hundred and sixty (160) hours of orientation.

Such permanent reduction shall take place in the following order:

Agency/Travel Nurses

Volunteers

Temporary employees

On-call employees

Short-hour employees

Regular employees

The affected employees shall be given at least thirty (30) days' notice of layoff, or compensation at the regular rate of pay to the extent that such notice is deficient.

A more senior RN may be laid off out of seniority if they are not qualified to perform the work of the unit during the layoff or does not possess special skills required in the unit which are possessed by a less senior RN.

##### 14.G.3 Bumping Rights

An RN whose position is eliminated or whose hours are reduced may request in writing and receive transfer to one (1) of the fifteen (15) least senior comparable positions in the bargaining unit for which they are qualified, or any open positions in the Region. If there is no

employee who is less senior than the laid off employee working in a comparable position, the laid off employee shall have the option to bump the least senior position in the Bargaining Unit that is the closest to their own coded hours, regardless of shift. or location.

Employees who exercise seniority and transfer to a different patient care area or facility shall receive an orientation that is comparable to other employees who are hired into the patient care area or facility, and shall be evaluated at the end of the orientation period.

For the purpose of this article, “comparable position” shall mean the same rate of pay, the same shift, the same Bargaining Unit and within five (5) coded hours, and within thirty (30) miles of the former worksite. The employee so displaced shall be placed on layoff status.

#### 14.G.4 Benefit Coverage

An RN on layoff status may, at their option, retain any group coverages for health plan, dental plan and group life insurance programs by tendering premiums to the Employer in accordance with reasonable requirements, subject to any limitations imposed by its insurance carriers.

#### 14.G.5 Severance Benefits

##### a. Severance Pay Eligibility

RNs coded twenty (20) hours per week or more, whose positions are eliminated, and for whom no open position can be found as outlined in this agreement, are terminated and have recall rights. RNs must have a minimum of six (6) months’ service to qualify under this article.

b. Provisions The severance allowance shall be determined by full years of service. Eligible employees shall receive one (1) week severance allowance for each full year of service, but a minimum of one (1) week, maximum of fifteen (15) weeks. A week is computed on current BAH and is issued in a single cash payment. Employees receiving severance allowance are not eligible for rehire for a period which equals the number of weeks of severance.

#### 14.G.6 Medical and Dental Benefits

RNs receiving severance pay shall receive continuation of Employer-paid medical and dental benefits for the same number of weeks as their years of service with a minimum of one (1) month beyond termination and maximum of six (6) months. After the expiration of Employer-paid coverage, RNs have the opportunity to purchase continued group health plan and dental plan coverage for an additional eighteen (18) months.

#### 14.G.7 Outplacement Support

RNs with twenty (20) or more coded hours per week who are terminated because their positions have been eliminated are eligible to receive Outplacement Support as outlined in the Employer’s Employment Stability Policy.

#### 14.G.8 Recall

Recall shall be by seniority.

The Employer shall maintain a list of RNs on layoff status and shall notify the most senior qualified RN when a comparable vacancy occurs.

It shall be the RN's obligation to keep the Employer informed of their current contact information.

The Employer's obligation as defined in this section shall cease after twenty-four (24) months from the day of layoff, or if an RN fails to accept an offer to return to work in a comparable position, or if the RN fails to keep the Employer informed of their current telephone number and address, or if the RN fails to return to work on the date mutually agreed to with the Employer.

The RN may accept any vacancy they can reasonably perform and remain in recall status until a comparable vacancy becomes available.

RNs in this status must notify the Employer of their interest in a comparable vacancy for which they are qualified.

The RN shall have an obligation to confirm acceptance or rejection of an offer to return to work within three (3) business days of the offer.

Such confirmation shall be delivered to the Employer within the above-specified time limit.

An employee on layoff status shall have the right to apply and receive consideration for employment in any vacant position within the Northwest Region for which they are qualified. Such employees shall be given preferential consideration over applicants from outside the Organization.

Employment in a non-Bargaining Unit position shall not affect the RN's rights of recall as defined in this Article.

## **ARTICLE 15 - SICK LEAVE**

15. A. Regular full-time RNs shall accumulate paid sick leave at the rate of eight (8) hours per month for each calendar month of employment, up to a maximum of seven hundred twenty (720) hours. Regular part-time RNs shall accumulate paid sick leave at the rate of eight (8) hours for each one hundred seventy-three (173) compensable hours, provided, however, that no more than eighty (80) compensable hours per pay period shall be used as a basis for accumulation. The maximum accumulation shall be seven hundred twenty (720) hours. If a regular RN changes from a non-7/70 staffing system to a 7/70 staffing system, they shall retain past-accumulated sick leave benefits.
15. B. Paid sick leave begins to accumulate during the first (1st) calendar month of employment, but may not be applied to any illness that occurs during the first six (6) months of employment. Sick leave shall be payable only if authorized as paid sick leave by the RN's supervisor. The Employer may require a provider's certification of illness as a condition of eligibility for paid sick leave.

Pay for sick leave shall be at the straight-time rate plus shift differential, if applicable.

When applicable, Employer-paid sick leave shall be integrated with Workers'

Compensation payments to the extent necessary to permit an RN to maintain her/his regular straight-time earnings during the period of disability. The foregoing shall be applicable to the extent that an RN has accrued but unused sick leave.

For RNs with accrued sick leave, up to four (4) hours sick leave pay will be granted for time off the job due to medical or dental appointments of the RN.

Except in case of emergency appointments, at least seven (7) days prior notice must be given to the supervisor. Whenever possible, non 7/70 RNs shall be expected to schedule their medical or dental appointments at the beginning or end of their workday and 7/70 RNs shall be expected to schedule appointments during overlap times.

RNs shall be encouraged to call in for sick time at least two (2) hours prior to the start of the shift. Paid sick leave shall not be denied if the Registered Nurse fails to meet this notification deadlines due to unexpected or emergent circumstances.

The Employer shall make its best effort to include the sick leave balance on each RN's biweekly paycheck receipt.

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

## **ARTICLE 16 - VACATIONS**

RNs who have been continuously in service with the Employer for a period of one (1) year in a regular RN status shall annually be entitled to two (2) weeks vacation with pay. After the completion of six (6) months employment in a regular RN status an RN shall be entitled to prorated vacation credits which may be accrued.

RNs who have been continuously in service with the Employer for a period of five (5) years as a regular RN shall annually be entitled to three (3) weeks vacation with pay. RNs who have been continuously in service with the Employer for a period of ten (10) years as a regular RN shall annually be entitled to four (4) weeks vacation with pay. Regular RNs scheduled to work less than forty (40) hours per week shall receive prorated vacation entitlement as follows: less than five (5) years continuous service - 3.85 hours per one hundred (100) compensable hours; five (5) or more years continuous service - 5.77 hours per one hundred (100) compensable hours; ten (10) or more years continuous service - 7.69 hours per one hundred (100) compensable hours. In no case, however, shall a regular RN scheduled to work less than forty (40) hours per week accumulate vacation in excess of that to which a full-time RN is entitled.

RNs shall submit vacation requests in writing to the Employer. For the purpose of receiving a timely vacation request response (2 - 4 weeks), prescheduled replacement may occur more than thirty (30) days in advance. Should there be a conflict in the requests of two (2) or more RNs, Bargaining Unit seniority shall be determinative, provided that an RN who has received approval for scheduled vacation shall not be bumped. The Employer shall use its best efforts to schedule the vacation time requested by the RN in a timely manner.

RNs whose BAH exceeds their coded hours may take accrued vacation hours up to their BAH, but not exceeding 40 hours per week.

RNs are expected to take vacation during the year it is earned. In the event an RN is not able to take vacation during the year of entitlement, vacation accumulation shall be allowed to a maximum of two (2) years vacation eligibility.

Monthly vacation accrual shall cease at such time as accumulated vacation equals two (2) years of eligibility. Under no circumstances shall forfeited vacation be reinstated.

If a paid holiday occurs during an RN's vacation period she/he shall, by mutual agreement with the supervisor, receive an additional day of paid vacation or an additional day's pay. Vacation hours paid shall not be counted in the computation of overtime or determination of consecutive day pay.

An RN who is hospitalized or incapacitated for more than seven (7) consecutive days during a paid vacation may elect to substitute accrued sick leave for such time off and may reschedule that vacation time. Certification by the attending physician is required by the Employer.

After completion of six (6) months of continuous service, RNs who terminate for reasons other than discharge for cause are eligible for accrued vacation pay on a prorated basis. The Employer may require at least two (2) weeks' notice by the RN of their intention to quit as a condition of eligibility for prorated vacation pay. If a regular RN changes from a non-7/70 staffing system to a 7/70 staffing system, they shall receive payment for vacation benefits accrued to the time of status change.

Years of Service	Annual Full-time Vacation Accrual*	Maximum Vacation Accrual
1 – 4	80 Hours	160 Hours
5 – 9	120 Hours	240 Hours
10+	160 Hours	320 Hours

\*Part-time RN's accrue vacation at a prorated rate.

## **ARTICLE 17 – HOLIDAYS**

### **17.A. GENERAL**

17.A.1. The following days shall be observed as holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and December 25th. The observed holidays shall be split into Group A and Group B Holidays as follows:

17.A.1.a. Group A Holidays: Thanksgiving Day, December 25<sup>th</sup>, and New Year's Day.

17.A.1.b. Group B Holidays: Martin Luther King Jr. Day, Memorial Day, Independence Day, and Labor Day.

17.A.1.c. All holidays shall be defined as occurring from 0000-2359 on the listed day of the holiday.

17.A.1.d. Holidays shall be in effect if the majority of hours of the RN's shift fall within the holiday, in which case the appropriate holiday pay shall be paid for the entire shift. If the hours worked fall equally between two shifts, the RN shall be paid at the holiday rate.

17.A.2. Paid holidays (not worked) shall be counted into the calculation of overtime and shall not be counted into the calculation of consecutive day pay.

#### 17.A.3 Holiday Scheduling

Volunteers shall be assigned first and shall be offered the shifts in the following order, with manager approval:

Employees regularly scheduled to work the day on which the holiday falls

- i. Core RN staff within the same department
- ii. Qualified and trained RNs within the same bargaining unit
- iii. Qualified and trained RNs within the service line
- iv. Qualified and trained RNs within the NW region

If there are not enough volunteers to cover the holiday shift, the shift shall be filled in reverse seniority from RNs within the department's/worksites core staff on a rolling rotational basis. RNs shall not be required to work the same holiday on consecutive years.

Once staff volunteer or are assigned a holiday shift, they are required to fill that shift unless explicitly released by the staffing office or their direct supervisor.

Management may assign full shifts and will consider partial shifts but are under no obligation to schedule partial shifts.

Holiday shifts shall be awarded via the normal scheduling process.

Holiday shifts shall be staffed so that a minimum of fifty percent (50%) of the RNs are core staff.

RNs shall not be required to work more than one (1) holiday from Group A and one (1) from Group B per calendar year. In departments where staffing does not permit such a schedule, the Union and Employer shall ensure equitable distribution of holiday work amongst RNs.

#### 17.A.4. Pay for Recognized Holidays

17.A.4.a There shall be no reduction in pay for the observance of the designated holidays for any RNs.

17.A.4.b. RNs who work on any of the recognized holidays shall be compensated at one-and-one-half times (1.5x) their regular rate in addition to their regular rate of pay for all hours worked on the holiday.

17.A.4.c. If the Employer-designated holiday differs from the National holiday, the National holiday shall be used to determine holiday pay. RNs working on the Employer-designated holiday shall receive their regular rate of pay.

17.A.4.d. The Employer shall ensure that contractual and regulatory staffing requirements are maintained on holidays.

17.A.5. Pay for holidays not worked shall be on the following basis:

17.A.5.a. If the holiday falls on a normally scheduled workday and the RN is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight-time rate that the RN would have received had they worked.

17.A.5.b. For Facilities/Departments that are closed on a holiday: If the holiday falls on a day normally scheduled off, the RN shall, at the option of the RN, receive a paid day off within two (2) weeks before or after the actual holiday or additional pay equal to the employee's BAH or coded hours, whichever is greater.

17.A.6. Time Off Procedures

RNs desiring time off during a holiday week shall submit time-off requests in accordance with standard procedures. Payroll shall make the necessary adjustments to timecards to ensure accurate compensation, consistent with the provisions outlined above. For example, if an RN requests three (3) days of vacation during a holiday week, payroll shall adjust the timecard to reflect two (2) vacation days and one (1) holiday to ensure the employee receives full pay.

17.A.7. RNs may trade scheduled holidays by mutual agreement if the trade does not drive additional non-holiday overtime.

17.B. FLOAT HOLIDAYS

17.B.1 All bargaining unit members with benefit-eligible employment shall have four (4) float holidays. Float holiday days shall be granted on the first (1<sup>st</sup>) day of the calendar year. These days shall be administered and used in accordance with the National Agreement's attendance language.

17. C. FLEXIBLE PERSONAL DAYS

17.C.1 All benefit-eligible bargaining unit members shall be granted one (1) shift (equal to average shift length or one-tenth (1/10<sup>th</sup>)BAH, whichever is greater) of Flexible Personal Leave on the first (1<sup>st</sup>) day of each calendar year. The hours must be used in the calendar year in which they are issued and cannot be rolled over to the next calendar year.

17.C.1.a RNs in their first (1<sup>st</sup>) calendar year of service shall be granted a pro-rated amount of flex time equivalent to one (1) shift.

17.C.2. Flexible Personal Leave requests shall be granted if the requested time off is submitted at least two (2) weeks before the date of the absence. For requests made within two (2) weeks of the requested absence, the Employer shall make every effort to grant the request, subject to operational need.

17.C.3. RNs are eligible to use Flexible Personal Days after one hundred and twenty (120) days of continuous service as a regular RN.

## **ARTICLE 18 - HEALTH AND WELFARE BENEFITS**

*Refer to National Agreement Section 2.B.*

*Refer to Summary Plan Descriptions for 5017 RNs*

18. A. BENEFITS

### 18.A.1 Medical and Dental Plans

a. RNs hired in a benefit status will be eligible to enroll themselves and their eligible dependents in the Employer-sponsored group medical and dental plan during their first thirty-one (31) days of employment. Medical plan coverage shall be effective on the first day of the month following employment. Dental plan coverage shall be effective the first day of the month following three (3) months of employment in a benefit status. The medical coverage shall be based on the Kaiser Foundation Health Plan of the Northwest "5A5AE" medical plan benefit array and shall include vision and prepaid prescriptions (with a five-dollar (\$5.00) charge). The medical plan shall also include coverage for durable medical equipment and orthotic and prosthetic devices (Plan B) as an amendment to the Employer's Group Medical and Hospital Service Agreement.

The dental coverage shall be based on the Kaiser Foundation Health Plan of the Northwest "5CX" dental plan benefit array.

b. RNs in a non-benefit status will be eligible to enroll themselves and their eligible dependents in the Employer-sponsored group medical and dental plan (as described above) during the first thirty-one (31) days following the date that they enter (or re-enter) a benefit status. Medical plan coverage shall be effective on the first day of the month following the latest date that the RN enters the benefit status. Dental plan coverage shall be effective the first day of the month following three (3) months of employment in a benefit status. The three (3) month waiting period may be reduced if the RN has been employed in a benefit status previously.

c. RNs who become eligible for the medical and dental plan and do not enroll during the first thirty-one (31) days following initial eligibility must wait for the annual open enrollment period in January of each year. January of each year shall constitute the open enrollment period with medical coverage effective February 1. The effective date of dental coverage shall be determined using the rules in this Article for newly eligible RNs based on an RN's actual employment period in a benefit status.

d. RNs who lose medical plan coverage from another source because of the death, divorce, or termination of employment of a spouse may, during the first thirty-one (31) days following the loss of coverage enroll themselves and their eligible dependents in the Employer-sponsored group medical and dental plan without waiting for the open enrollment period. Medical coverage shall be effective the first of the month following the loss of coverage. The effective date of dental coverage shall be determined using the rules in this Article for newly eligible RNs based on an RN's actual employment period in a benefit status.

e. Eligible dependents include an RN's spouse (as defined by Oregon or Washington state law), an unmarried child of the RN or RN's spouse under the age of twenty six(26), an unmarried child of the RN or RN's spouse under the age of twenty- six (26) who is a full time registered student at a recognized educational institution, and an unmarried child of the RN or RN's spouse of any age who is chiefly dependent on the RN or the RN's spouse for support and maintenance of the child incapable of self-sustaining employment by reason of developmental disability or physical handicap

which occurred prior to their reaching age twenty-six (26) or age twenty-six (26) if a full-time student in compliance with applicable state and federal laws.

*Note: Refer to National Agreement Section 2.B.1.*

f. Newborn children shall be covered from birth. A proposed adopted child is covered from the date of placement of the child in the custody of the RN or RN's spouse upon assumption by the RN or the RN's spouse of financial responsibility for the support and care of the child. Coverage shall be dependent upon appropriate enrollment of the child within thirty-one (31) days of birth or placement.

a. 18.A.2. RN Self-pay Medical and Dental Plans RNs who lose medical plan coverage from another source because of death, divorce, or termination of employment of a spouse may, during the first thirty (30) days following the loss of coverage, enroll in the Employer sponsored self-pay group medical plan without waiting for open enrollment.

The coverage shall be effective on the first day of the month following the date the prior medical plan coverage terminates.

b. RNs who lose Employer-paid group medical plan or dental plan coverage because of reduced hours, leaves of absence, termination or retirement, may continue the same Employer-sponsored coverage on the same basis as an active RN in a benefit status for up to eighteen (18) months on a self-pay basis.

c. RNs who lose Employer-paid group medical/dental plan coverage because of reduced hours or early retirement (and are eligible for Employer paid medical/dental plan benefits at a later date) and who do not elect the option identified in D. The above may elect to enroll in Employer-sponsored self-pay group medical/dental plan coverage during the first thirty (30) days following the loss of Employer-paid medical/dental benefits. The coverage shall be effective on the first of the month following the loss of Employer-paid medical/dental benefits and shall be based on the Kaiser Foundation Health Plan of the Northwest "5A5AE-5CX" benefit array. Eligible dependents shall also be eligible for enrollment.

d. Any RN who loses Employer-paid coverage or becomes ineligible for continuing Employer-sponsored self-pay coverage due to termination of employment and does not elect the option identified in D above may be eligible to convert individual plans made available by the medical plan carrier.

### 18.A.3. Group Life Insurance

The Employer shall provide each RN in active benefit status on their coverage effective date with, at no cost to the RN, Life Insurance according to the following formula:

Take the hourly wage rate times the greater of scheduled hours or benefit average hours (not to exceed forty [40]) times 4.3333. Round to the nearest cent. Multiply the above result times 0.002. Round to the nearest cent. Divide the latest result by the appropriate rate charged by the Employer's insurance carrier, round to the nearest cent, and multiply by thousand dollars (\$1,000).

<b>AGE</b>	<b>RATE</b>	<b>AGE</b>	<b>RATE</b>
<del>Under 25</del>	<del>.06</del>	<del>50—54</del>	<del>.46</del>
<del>25—29</del>	<del>.07</del>	<del>55—59</del>	<del>.74</del>
<del>30—34</del>	<del>.08</del>	<del>60—64</del>	<del>1.14</del>
<del>35—39</del>	<del>.10</del>	<del>65—69</del>	<del>1.78</del>
<del>40—44</del>	<del>.17</del>	<del>70—74</del>	<del>2.68</del>
<del>45—49</del>	<del>.28</del>		

The minimum amount of Employer-paid coverage shall be ten thousand dollars (\$10,000). The maximum amount of Employer-paid Life Insurance coverage shall be fifty thousand dollars(\$50,000). In addition, a total and permanent disability benefit of ten thousand dollars (\$10,000) (distributed in equal payments over sixty (60) months) shall be made available to RNs who qualify for total and permanent disability. Any benefits received under this provision shall reduce the ultimate death benefit paid under the plan.

Coverage shall become effective on the ninety-first (91st) day of continuous employment in an active benefit status and thereafter, eligibility shall be based on remaining in active benefit status. If an RN leaves active benefit status after coverage has become effective, and returns to active benefit status at a later date, the ninety (90) day waiting period shall be waived and coverage shall become effective on the first (1st) day that the RN is considered in active benefit status; otherwise, the ninety (90) day waiting period shall be required again.

The Employer shall make available a voluntary and contributory (RN paid through payroll deduction) RN age-rated life insurance program with open enrollment for existing RNs during July 1991. Future RNs shall have open enrollment during the thirty (30) day period following their Employer provided coverage effective date, with age-rated life insurance coverage effective the first (1st) of the month following enrollment. The maximum total of Employer-paid and RN-paid coverage shall be limited to five hundred thousand dollars (\$500,000). To be eligible for voluntary and contributory coverage, the RN must have Employer-provided life insurance in effect.

The Employer shall make a voluntary, contributory (RN paid through payroll deduction) dependent life insurance program available. Future RNs shall have open enrollment during the thirty (30) day period following their employer-provided coverage effective date, with dependent life insurance coverage effective the first of the month following enrollment.

#### 18.A. 4. Disability Insurance

RNs shall receive Employer-paid disability insurance coverage for illness or injury not connected with the job, effective the first (1st) day of the month following completion of one (1) year of continuous employment as a regular RN on a work schedule of twenty (20) or more hours per week. The disability insurance benefits provide income protection amounting to fifty percent (50%) of an RN's regular straight-time earnings

up to a maximum of two hundred ten dollars (\$210.00) per week for twenty-six (26) weeks, commencing on the eighth (8th) day of disability or upon expiration of Employer-paid sick leave, if later. For eligible RNs on a 7/70 schedule, disability insurance benefits provide income protection amounting to fifty percent (50%) of regular straight-time earnings up to a maximum of three hundred sixty-seven dollars (\$367.50) per seventy (70) hour work rotation for thirteen (13) work rotations commencing at the end of a waiting period of thirty-five (35) scheduled hours or upon expiration of Employer-paid sick leave, if later.

#### 18. B. ELIGIBILITY, ENROLLMENT, AND CO-PAYS

Each six (6) months, the hours compensated for each RN shall be reviewed, and a weekly average shall be established. These weekly average hours are referred to as the Benefit Average Hours (BAH). Benefit eligibility is based upon coded hours or benefit average hours, whichever is greater. Open enrollment for employer-provided medical and dental plan benefits shall be as follows:

- 18.B.1. January of each year shall constitute the open enrollment period with effective coverage on February 1.
- 18.B.2. Eligible RNs who lose coverage because of the death, divorce, or termination of employment of a spouse may enroll in medical and dental plan benefits without waiting for the open enrollment period.
- 18.B. 3. RNs who do not have coverage may enroll in medical and dental plan benefits each time they become eligible for benefits through BAH or coded hours.
- 18.B.4. RNs who become and remain eligible for medical and dental plan benefits but reject coverage must wait for the open enrollment to obtain it.

Regular RNs shall be assessed each pay period for health and welfare as follows:

	Deduction	
	Year 1 – 5	Year 1 – 5
Health Plan and Dental Plan	RN Only	RN + Dependent
20 – 25.99 BAH	\$21.64	\$21.64
26 – 31.99 BAH	\$12.43	\$12.43
32 and Above BAH	\$ 6.30	\$ 6.30
Group Disability	Year 1 – 5	
20 – 25.99 BAH	\$ 1.22	
26 – 31.99 BAH	\$ .61	
32 and above BAH	\$0	

During each semiannual review, the Employer shall compare the benefit level for each Registered Nurse with her/his actual hours compensated.

In the event a Registered Nurse's average weekly hours compensated would have qualified her/him for one of the benefit levels and she/he had received the in-lieu-of-benefits differential, the Registered Nurse shall begin receiving benefits at the indicated level. However, the Registered Nurse shall not be reimbursed for benefits for the previous review period.

In the event a Registered Nurse's average weekly hours compensated would have qualified them for a lower benefit level or in-lieu-of-benefits differential, the Registered Nurse shall be reduced to the lower benefit level or in-lieu-of-benefits differential; but they shall not be required to reimburse the Employer for the difference. However, the Registered Nurse's benefit level shall not be reduced below the level indicated by their coded hours.

#### **18.C. DIFFERENTIAL IN-LIEU-OF-BENEFITS**

All casual, short-hour, union temporary, and on-call RNs who do not qualify for benefits per Article 18. B shall be ineligible for RN 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 RN benefits as referred to above, casual, short-hour, union temporary, and on-call RNs shall receive a premium in lieu of benefits. In no event shall there be a duplication of the in-lieu-of-benefits premium and accumulation of or rights to RN benefits other than those specified above. RNs who are eligible for benefits, as provided for in this Agreement, may not elect to receive the in-lieu-of-benefits premium.

#### **18.D. ON-CALL BENEFIT EVALUATION**

Hours worked by an on-call RN shall be evaluated monthly after three (3) consecutive months of employment. If the RN has consistently worked forty (40) or more hours per pay period for the preceding three (3) months, and the Employer determines that such a pattern is likely to continue, the RN shall be eligible for benefits effective the first of the month following and shall remain eligible for benefits as long as the RN continues to work forty (40) or more hours per pay period. If a benefited on-call RN does not work forty (40) hours in a pay period for three (3) consecutive months, benefits eligibility shall be canceled.

#### **18.E. WORKERS' COMPENSATION DEDUCTION**

Workers' compensation deduction shall be deducted by the Employer for all RNs in accordance with applicable state law(s).

### **ARTICLE 19 - LEAVES**

#### **19. A. BEREAVEMENT LEAVE**

Effective the first day of the month following eligibility, all health and welfare benefit eligible RNs are eligible for bereavement leave, unless the bereavement leave has

been waived by participation in an Alternative Compensation Program.

RNs shall be granted up to four (4) days paid Bereavement Leave per occurrence upon the death of their:

- Spouse / Domestic Partner
- Parent / Stepparent / Parent-In-Law / Stepparent-In-Law / In loco parentis Child / Stepchild / Legal Ward / Foster Child / Adopted Child
- Child/Stepchild / In-Law
- Sibling/Step sibling/ sibling-in-law/ Step sibling In-Law
- Grandparent / Step Grandparent
- Grandchildren / Step Grandchildren
- Relative living in the same household

Once per calendar year, employees may use the paid bereavement day benefit as outlined above upon the death of an individual with whom the RN has a close association that is equivalent of a family relationship, but who is not already defined as family in this section.

RNs shall be granted an additional two (2) days of paid time when traveling two hundred fifty (250) miles or more to attend funeral or memorial services.

Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

#### 19. B. JURY DUTY

Preamble: 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.

19.B.1 RNs with at least thirty (30) days of 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 RNs shall receive, on days the RN otherwise would have worked, regular straight time pay, including differentials.

19.B.2 The RN 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.

19.B.3 For scheduling purposes, a regularly scheduled RN on jury service shall be considered a day shift RN for days scheduled for jury duty. The RN will not be required to work regularly scheduled weekends, nor will the RN be required to make up that weekend when excused from jury duty if the RN has performed jury duty equal to the RN's coded hours.

19.B.4 If the RN 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 day, the RN will call the supervisor or designee to make known their availability for work.

- 19.B.5 Suitable work will be provided for the RN 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.
- 19.B.6 If the RN's regularly scheduled shifts are evenings or nights, the RN and the supervisor may agree to have the RN work their regular shift on a canceled jury duty day.
- 19.B.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.
- 19.B.8 RNs 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.
- 19.B.9 An RN may use PTO, vacation time, or float days, if available, for other court appearances, provided the RN 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.

#### 19.C. MILITARY LEAVE

- 19.C.1 Kaiser Permanente will grant a Military Leave of Absence to an RN who leaves to perform military service with the Armed Forces of the United States. The provisions of the Veterans' Re-employment Rights statute will apply to the circumstances of each case.
- 19.C.2 An RN requesting a Military Leave of Absence must apply to their supervisor, and provide a copy of the military orders. A Leave of Absence Request Form must be completed for all Military Leaves in excess of two (2) weeks.
- 19.C.3 Any person who is restored to a position shall retain seniority, credited service date, and tenure step credit as though employment has continued without interruption. Although the length of service benefits (vacation and sick leave accrual) does not continue to accumulate during the Military Leave of Absence, the benefits accumulated at the beginning of the leave will be reinstated when the RN returns from Military Leave.
- 19.C.4 Additionally, Kaiser Permanente provides that a regularly scheduled RN who is required to attend a two (2) week active duty session for the Reserve of the Armed Forces or the National Guard or who is called for service with the Reserve of the Armed Forces or the National Guard during civil emergency will receive for a period not to exceed two (2) weeks in any calendar year, their regular salary reduced by the amount of taxable earnings paid by the Government for military duty. Also, an RN may elect to take vacation pay and time concurrent with military active duty.

#### 19.D. FAMILY MEDICAL LEAVE

- 19.D.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

- 19.D.2 Provisions of federal and state law will apply to RNs in both Oregon and Washington. The law that most benefits the RN shall be applied.
- 19.D.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.
- 19.D.4 For eligible RNs, Kaiser Permanente's Family 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 RN'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.
- 19.D.5 An eligible RN is one who meets the eligibility requirements under either one or both the applicable state and federal law. Generally, under Oregon law, an RN must be employed by Kaiser Permanente for one hundred and eighty (180) calendar days prior to the start of the leave, and have worked an average of twenty-five(25) hours per week during that period. Under Federal law, the RN must have been employed by Kaiser Permanente for twelve (12) months prior to the start of the leave and have worked a cumulative total of one thousand two hundred and fifty (1,250) hours during that period.
- 19.D.6 Leaves under state, federal, contract, and workers' compensation will be administered concurrently where applicable.
- 19.D.7 The request for Family Medical Leave shall be written and submitted in advance, when possible, to do so. In cases of emergencies, the RN will notify the employer as soon as reasonably possible. The written request shall be on the provided form and must specify the reason for the leave of absence, the relationship of the RN to the person needing care, and the anticipated length of the leave.
- 19.D.8 Medical certification may be required from the RN's treating health care provider or the provider of a family member to substantiate the leave request within fifteen calendar days of a written request from the employer. In addition, a fitness-for-duty certification may be required before an RN returns to work after leave for a serious health condition.
- 19.D.9 RNs will be required to use any accrued PTO, vacation, sick or extended sick leave ("ESL") hours until they are exhausted. An RN 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 RN may use accrued PTO, vacation, ESL, or sick leave.
- 19.D.10 Upon return from an approved Family Medical Leave, the RN shall be reinstated to their former job assignment or alternate arrangement as mutually agreed upon and provided by law.

19.D.11 Eligible RNs who are receiving employer-paid benefits shall continue to receive such benefits while on a Federal Family Medical Leave or federal concurrent leave.

#### 19.E. MEDICAL LEAVE - INDUSTRIAL

19.E.1 An RN 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.

19.E.2 The Employer will provide assistance to the RN in applying for workers' compensation benefits.

19.E.3 When an RN is unable to work at full capacity on the recommendation of their provider, the Employer will make a reasonable effort through the early return to work program to place the RN in a temporary, modified work assignment. This assignment will take into account the RN's medical restrictions.

19.E.4 When an RN is unable to work, Employer-paid sick leave will be integrated with workers' compensation payments, unless declined by the RN, to provide normal take-home salary until sick leave has been exhausted.

19.E.5 An RN disabled by an injury or medical condition connected with their employment will be granted an unpaid leave of absence after sick leave is exhausted. Industrial leaves will be granted for the term of disability as estimated and certified in writing by the physician.

19.E.6 Initial requests for leaves and requests for extensions must be submitted in writing to the RN's supervisor, along with the physician's written certification of disability. Leaves will be granted in increments of up to ninety (90) days.

19.E.7 An RN on an Industrial Leave will receive Employer-Paid Health Plan, Dental Plan, and Life Insurance Group coverage on the same basis as an active RN for a maximum of six (6) months after exhaustion of Employer-paid sick leave. The RN will continue to accrue paid time off benefits (e.g., sick leave) while their accumulated sick leave is integrated with Workers' Compensation payments. Such benefits will cease to accrue when sick leave is exhausted.

19.E.8 During Industrial Leave, service credit toward tenure step increases and seniority will continue to accrue for a period of one (1) year after expiration of sick leave at the rate of the RN's coding or BAH, whichever is greater. An RN returning from Industrial Leave and/or modified work assignment will be reinstated at the appropriate step rate in their former work assignment or another position for which they are qualified, as determined by the Employer, provided the physician has released the RN to return to their regular employment.

19.E.9 An RN who has incurred a compensable injury that prevents them from performing the duties of their regular employment will be offered a suitable position that becomes available for which the RN is qualified after a reasonable orientation. RNs 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 precedence over posting and bidding rights of other Bargaining Unit members except RNs affected by a permanent reduction in force. An RN who rejects an offer of a suitable and available position abandons their rights to reinstatement and re-employment under applicable state laws and will be terminated.

#### 19. F MEDICAL LEAVE - NON-INDUSTRIAL

An RN disabled by a medical condition or injury unrelated to their employment will be granted an unpaid Medical Leave of Absence after exhausting Employer-paid sick leave. A Medical Leave of Absence will be granted for the term of medical disability as estimated and certified in writing by the physician. Leaves will be granted in increments up to ninety (90) days, for a total maximum leave of twelve (12) calendar months per disability. Requests for all initial leaves and all extensions must be submitted in writing to the RN's supervisor, along with the physician's written certification of disability. Requests for urgent leave must be submitted as soon as circumstances permit. Non-urgent leave must be submitted as soon as circumstances permit. Non-urgent leaves must be requested in writing at least two (2) weeks prior to the anticipated period of disability. Expiration of a Medical Leave of Absence is determined by the date the physician certifies an RN may return to work, or the last approved date, whichever comes first. An RN wishing to remain off work beyond that date must apply for a Personal Leave of Absence as outlined in Section G.

An RN with eighteen (18) months or more of continuous employment will receive Employer-paid Health Plan and Dental Plan and Group Life Insurance coverage on the same basis as an active RN during a non-industrial 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. In the event of a non-industrial injury/illness, the RN may request a modified work assignment. The Employer may agree to this request, dependent upon their ability to accommodate. Two (2) weeks' written notification of intent to return from leave of absence must be given to the RN's supervisor, unless otherwise specified in preceding Sections. For medical leave, the RN must present a physician's release to return to work. If the RN fails to return to work within three (3) days of the expiration of an approved leave or the date agreed upon with the supervisor, it will be assumed that the RN has voluntarily terminated employment.

An RN who returns from a medical leave of ninety (90) days or less shall be returned to their former job assignment. An RN who returns from medical leave in excess of ninety (90) days shall return to their former job assignment whenever the Employer determines such return is possible. If such a return is not possible, the RN shall be returned to any comparable assignment for which they are qualified.

#### 19. G PERSONAL LEAVE

19.G.1 The Employer may grant personal leave without pay upon an RN's written request when personal considerations justify such action and when staffing requirements permit. Such requests shall not be unreasonably denied. An RN

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 Area Administrator. All leaves and extensions must be requested as far in advance as possible, with a minimum of thirty (30) days' notice for non-emergency leave. Requests for emergency leave must be submitted as far in advance as circumstances permit.

- 19.G.2 An RN who returns from a personal leave of sixty (60) days or less shall be returned to their former job assignment. The Employer will make what it determines to be a reasonable effort to reinstate an RN to their former job assignment upon return from a leave in excess of sixty (60) but not over one hundred fifty (150) days. However, if it is unreasonable to provide such accommodation, the RN will be reinstated in any comparable position, with the same number of scheduled hours, for which she/he is qualified. If no appropriate opening is available, an RN will be granted a thirty (30) day extension to the leave and will be considered for any openings for which they qualify during that time.
- 19.G.3 RNs returning from a personal leave in excess of one hundred fifty (150) days will be given preferential consideration for openings for which they are qualified.
- 19.G.4 RNs 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 leaves 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. RNs on extended personal leave, as provided for in this paragraph, shall give the Employer at least thirty (30) days' notice of availability to return to work. Such RNs will be given preferential consideration for openings for which they are qualified that occur within ninety (90) days of the date the Employer is notified of their availability for work.

## 19. H PARENTAL LEAVE

- 19. H.1 The Employer shall grant Parental Leaves without pay for a period of up to one hundred twenty (120) days in cases of birth or adoption of a child. Any period of certified medical disability due to pregnancy and birth of a child shall be included in calculating such parental leave.
- 19.H.2 RNs who have at least two (2) years' continuous service may request extensions to Parental Leave. Such extensions may be requested in increments of up to one hundred twenty (120) days, and approval of 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.
- 19.H.3 An RN returning from a Parental Leave of one hundred and twenty

(120) days or less will be returned to their former job assignment. A reasonable effort will be made to reinstate an RN to their former job assignment upon return from a Parental Leave in excess of one hundred and twenty (120) days, but not over one hundred eighty (180) days. If such a return is not possible, the RN will be reinstated in any comparable position for which they are qualified, with the same number of scheduled hours. Any RN returning from parental leave in excess of one hundred eighty (180) days shall be given preferential consideration for openings for which they are qualified. RNs on Parental Leave shall give the Employer at least thirty (30) days' notice of intent to return to work.

#### 19. I. EMERGENCY DAY

RNs shall be entitled to two (2) emergency days off as unpaid time. RNs shall not be subject to corrective action for utilizing emergency days off.

#### 19.J GENERAL

19.J.1 Requests and approvals for leaves of absence shall be in writing on forms provided by the Employer, and the RN shall receive a copy of such leave authorization.

Responses to requests shall be made as soon as practically possible.

19.J.2 Two (2) weeks' written notification of intent to return from leave of absence must be given to the RN's supervisor, unless otherwise specified in preceding Sections. In cases of Medical Leaves, the RN must present a physician's release to return to work. If the RN fails to return to work within three (3) days of the expiration of an approved leave or the date agreed upon with the supervisor, it will be assumed that the RN has voluntarily terminated employment.

19.J.2 Health Plan, Dental Plan, and Life Insurance Group coverage may continue at the RN'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 RN wishes to continue while on leave. If the RN elects to discontinue benefit coverages, coverages will terminate while the RN is on leave and will be reinstated on the first (1st) of the month following the RN's return to work.

19.J.3 An RN who returns from a Medical Leave of ninety (90) days or less shall be returned to their former job assignment. An RN who returns from a Medical Leave in excess of ninety (90) days shall return to their former job assignment whenever the Employer determines such return is possible. If such a return is not possible, the RN shall be returned to any assignment of comparable status for which they are qualified.

19.J.4 An RN's benefit and anniversary dates will be adjusted to reflect absences in excess of thirty (30) days, unless otherwise specified in preceding sections.

19.J.5 There shall be no pyramiding or duplication of job return rights as provided for in this Article.

## ARTICLE 20 - PENSION BENEFITS

*Refer to National Agreement Section 2.B (2) and Summary Plan Description (SPD) 5017 NW RN*

### Past Credited Service

20. A. Up to three (3) additional years of credited service will be credited over the next three years (2006, 2007, 2008) for eligible participants who are under sixty (60) years of age or have less than twenty (20) years of vesting service, or both, as of January 1, 2006 as follows: All RNs with twenty (20) or more scheduled hours per week earn double credited service (based on actual hours) in 2006, 2007, and 2008.
20. B. Three (3) years of credited service will be credited immediately for eligible participants who are both age sixty (60) or older and have twenty (20) years or more of vesting service as of January 1, 2006.
20. C. Eligible participants are RNs who were employed as of November 1, 2003, and still employed October 1, 2005, and were not in the defined benefit plan immediately before November 1, 2003.

RNs will be provided retirement benefits through the Kaiser Permanente Northwest Pension Plan (KPNPP), a defined benefit plan, and the Oregon Federation of Nurses and Health Professionals – Kaiser Foundation Health Plan Retirement Plan and Trust (OFNHP-KFHP RP&T), a defined contribution plan, as follows:

#### 20.C.1. Defined Benefit Plan

Each Nurse will accrue both Credited Service (used to determine the amount of benefit) and Service (used to determine eligibility for vesting and early retirement) under the KPNPP. The KPNPP shall provide a monthly income commencing at age sixty-five (65) of 1.45% of the final average monthly compensation over the sixty (60) highest consecutive months out of the last hundred and twenty (120) days of employment. For Participants as of 11/1/03 who had either elected or received only a defined contribution plan as of that time, Credited Service will be modified based on the following:

- a. Up to three (3) additional years of credited service will be credited over the next three years (2006, 2007, 2008) for eligible participants who are under sixty (60) years of age or have less than twenty (20) years of vesting service, or both, as of January 1, 2006 as follows: All RNs with twenty (20) or more scheduled hours per week earn double credited service (based on actual hours) in 2006, 2007, and 2008.
- b. Three (3) years of credited service will be credited immediately for eligible participants who are both age sixty (60) or older and have twenty (20) years or more of vesting service as of January 1, 2006.
- c. Eligible participants are RNs who were employed as of November 1, 2003, and still employed October 1, 2005, and were not in the defined benefit plan immediately before November 1, 2003.

## 20.C.2. Defined Contribution Plan

The employer will also contribute to the OFNHP-KFHP  
RP&T For each compensated hour, 1.5% of Base Wage  
Rate

Contributions made to the OFNHP-KFHP RP&T will become 100% vested six  
(6) months from the Nurse's hire date.

## **ARTICLE 21 – RETIREE HEALTH AND DENTAL BENEFITS**

RNs hired on or before December 31, 1984, who are eligible for employer-paid health care benefits as an active RN at the time of retirement and who are:

- age sixty-five (65) or older on their last day of employment, or
- younger than age sixty-five (65), but age fifty-five (55) or older, and have fifteen (15) or more years of service on their last day of employment, or
- younger than age fifty-five (55), and their age plus years of Service total seventy-five (75) or more on their last day of employment, shall receive employer-paid retiree health, prescription drug, vision, and dental care benefits for themselves and their eligible dependents at the retiree's age sixty-five (65), or later, if termination of employment occurs after age sixty-five (65).

RNs hired on or after January 1, 1985, who are eligible for employer-paid health care benefits as an active RN at the time of retirement and who are:

- age fifty-five (55) or older and have fifteen (15) or more years of Service on their last day of employment, or
- younger than age fifty-five (55), and their age plus years of Service total seventy-five (75) or more on their last day of employment, shall receive employer-paid retiree health care and prescription drug benefits for themselves and their eligible dependents at the retiree's age sixty-five (65), or later, if termination of employment occurs after age sixty-five (65).

**A year of Service is defined as any calendar year in which the RN is paid for a thousand (1,000) or more hours.**

Current retirees and RNs who meet the eligibility rules for retiree medical benefits described above on or before December 31, 1996 (although they may delay actual retirement until a later date) will receive benefits based on provisions in effect prior to January 1, 1997, which includes a one dollar (\$1.00) co-pay for each prescription purchase. The Employer will provide 100% of the plan cost.

RNs who meet the eligibility rules for retiree medical benefits described above on or after January 1, 1997, will receive benefits based on provisions in effect after December 31, 1996, which include a five-dollar (\$5.00) co-pay for medical (and dental, if applicable) office visits and a five-dollar (\$5.00) co-pay for each prescription purchase.

The Employer and retiree will each share one-half of the future retiree medical plan  
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cost over January 1, 1997, plan cost, with the RN cost not exceeding 30% of the total plan cost. 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 to the KPMCP. If the retiree or dependent is eligible for Part A but not for Part B, or for Part B but not for Part A, the retiree and dependents must maintain the Medicare benefits for which the retiree and dependents are eligible and assign benefits thereunder. Failure to maintain and assign all Medicare benefits for which the retiree and dependents are eligible will relieve the Employer from its obligation to provide employer-paid retiree medical benefits.

If a retiree or dependent is not eligible for Parts A and B of Medicare, the Employer will provide a non-Medicare-coordinated coverage. 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 a plan substantially equivalent to that provided the active Kaiser Permanente RNs covered under this agreement.

If a retiree is not eligible for enrollment in the KPMCP due to residence outside of a Kaiser Permanente Service Area, the Employer will provide reimbursement for premiums paid for medical coverage provided by another carrier up to an amount equal to one-half the amount that the Employer would pay for the retiree and eligible dependents had they remained in the Northwest Region Service Area.

RNs hired on or before December 31, 1984, who are eligible to retire on or before December 31, 1996, and actually retire at age sixty-five (65) or later will receive Employer reimbursement for the base rate premium paid to Social Security for their own and/or their eligible dependent Part B Medicare coverage if enrolled in the KPMCP.

RNs hired on or before December 31, 1984 who are eligible to retire after December 31, 1996 and actually retire at age sixty-five (65) or later will receive Employer reimbursement for the base rate premium paid to Social Security for their own and/or their eligible dependent Part B Medicare coverage if enrolled in the KPMCP, not to exceed the base rate in effect on January 1, 1997.

RNs hired on or after January 1, 1985, and any RNs who retire prior to age sixty-five (65), will not receive Employer reimbursement for Part B Medicare premiums paid to Social Security.

Coverage described in this article will be provided for the life of the retiree and continue to a surviving spouse in the event of a retiree's death after benefits commence at age sixty-five (65). Coverage for other eligible dependents will end when they no longer meet eligibility rules or upon the death of the retiree or surviving spouse.

Reimbursements described above will be provided for during the life of the retiree.

Eligible dependents, for purposes of this article, include those dependents eligible for coverage under the RN's employer-paid medical plan on the last day of active employment.

## ARTICLE 22 – TAX SHELTERED ANNUITY

The Employer agrees to provide a tax-sheltered annuity program for RNs.

## ARTICLE 23- EDUCATION

### 23.A. EDUCATION FUND

23.A.1 The Employer recognizes the importance of continuing professional education and agrees to establish a fund to provide RNs with the opportunity to participate in workshops, seminars, and conferences that are relevant to the needs of the RN and to the health care needs of the Kaiser Permanente patients. The fund shall be available for programs not covered by the Employer's tuition reimbursement program or other educational programs. The total fund shall consist of the OFNHP Education Fund of eighty thousand dollars (\$80,000), in addition to the annual twenty thousand dollars (\$ 20,000) certification fund amount. Any fund balance existing as of the effective date of this Agreement may be utilized until depleted. Any fund balance generated in subsequent years shall not roll over and shall expire at the end of each year.

Acceptable continuing education programs shall:

- a. improve and increase the competence and skills of the practicing RN,
- b. assist the RN in utilizing developments in research, nursing education and nursing practice,
- c. assist the RN in defining and meeting changing needs and expectations of the patients in the population served by Kaiser Permanente
- d. defray the cost of RN obtaining and maintaining National certifications.
- e. defray the cost of secondary state RN license (if required by the Employer)

23.A.2 To facilitate the equitable distribution and assure utilization of such funds in an appropriate manner, a Continuing Education Committee shall be established. The Committee shall be composed of six (6) (three (3) inpatient and three (3) outpatient) members elected by the RN membership. The Employer shall appoint at least one (1), but no more than two (2) management representatives who shall serve as regular members of the committee and act as a resource, but shall have no vote in committee decisions.

23.A.3. RNs who have been continuously employed for at least six (6) consecutive months shall be eligible to submit requests for education programs to the Committee. The Committee shall have the final authority to approve the disbursement of funds for programs that do not require replacement time. For programs outside the previous guidelines, the Committee shall submit its recommendation to the appropriate Manager for final approval. All expenditures for which the Committee has final approval shall be submitted to the appropriate Manager a minimum of fifteen (15) days in advance of when the expense is to be incurred to ensure timely disbursement of funds.

23.A.4. Records of all approved expenditures shall be kept by the Committee and shall be made available to the Employer and Union upon request.

23.A.5. The Committee shall meet at regularly scheduled times, and each Committee member shall be allowed a maximum of eight (8) hours paid time per quarter at the regular straight-

time rate for the purpose of attending such meetings. The recording secretary shall be paid the RN wage for the purpose of record keeping and processing requests and shall be paid from the Education Fund. Payment to Committee members and the recording secretary shall not constitute time worked for any purpose under this Agreement and meetings shall be scheduled at times so as not to conflict with routine duty assignments.

## 23.B. EDUCATIONAL LEAVE

23.B.1 Benefitted RNs who have been employed for at least twelve (12) consecutive months shall be entitled to three (3) paid educational days per year for the purposes of attending educational programs as outlined in this Article.

23.B.2 One (1) unpaid education day may be granted if the request is in writing.

23.B.3 For night shift RNs, two (2) unpaid education days may be granted if the request is in writing.

23.B.4 Requests for paid educational leave shall be made in writing, setting forth the details (i.e., dates, hours, subject, purpose for attending, etc.).

23.B.5 Final Approval by the appropriate Managers shall be required where replacement time is needed.

23.B.6 The paid educational leave day shall not accrue from year to year except in any instance in which an RN makes an application for the use of the educational day for an acceptable education program, and the time off cannot be granted.

RNs are expected to make-requests in a timely manner to facilitate granting time off. Educational leave provides mutual benefit to both the employer and the RN. It is the expectation that eligible RNs shall be afforded the opportunity to utilize their allotted educational leave each year. Requests for education leave must be submitted in the scheduling system no later than the prescheduling timeframe. Approvals shall follow the contractual time-off process outlined in Article 9/Appendix B.

23.B.7 Education days shall be paid for the entire shift if taken on a normally scheduled workday. If the education day falls on a regularly scheduled day off, the actual hours of the class attended/continuing education shall be paid. If requested, any awarded educational day shall take the place of a regular scheduled shift during that week.

23.B.8 Educational leave days count in the computation of overtime, but do not count in the determination of consecutive day pay.

23.B.9 RNs approved to complete online Continuing Education equivalent in hours to their shift shall be made whole for their regularly coded hours. Completion certificate(s) must be attached to the timecard adjustment form submitted to the manager.

## 23.C. SHARING OF PROGRAM CONTENT

RNs who attend educational programs, as provided for in this Article, may be required to share program contents with other staff members by the Employer.

## 23.D. GUIDELINES FOR ACCEPTABLE EDUCATION PROGRAMS

Acceptable Education Programs shall assist to:

1. Acquire new knowledge and skills.
2. Update basic knowledge.
3. Make a transition from one area of nursing practice to another.

4. Acquire greater depth of knowledge and skill in particular areas of nursing.
5. Change attitudes and values.
6. Implement concepts of change in an individual's practice and throughout the health care system.
7. Assume responsibility for personal and professional development.
8. Encourage improvement of the abilities of other health care workers to meet the specific needs of Health Plan members.
9. Promote and support innovation and creativity in health care services.

#### 23.E. Employer-Required Certifications

23.E.1 ACLS, BLS, NIHSS, NRP, ONS, and PALS certification is a requirement of employment, as outlined in this Article, for certain RN positions.

23.E.2 The Employer shall pay for the first two attempts at the certification exam, both tuition and wages for the time in the class and exam. If an RN misses a regularly scheduled shift when taking the exam, the RN shall be compensated for the entire shift, rather than just the time in the exam.

23.E.3 For re-certification, the Employer shall pay for the first two attempts to gain recertification. It is expected that an RN shall recertify every two (2) years. If the employee cannot provide documentation of current certification, they shall be reassigned from that position to a comparable vacant position they are qualified for, and their original position shall be posted. If no vacant position exists for which they are qualified, they may be terminated.

23.E.4 The Employer shall only pay for the "recertification" section of the test. The RN is free to use their education day and education fund to cover the cost of the full certification in excess of the recertification portion. If the Nurse Educator or Clinical Nurse Specialist, along with the affected program's Medical Director, deems that there has been a significant change in the certification requirements, the Employer shall announce to all affected RNs that the entire certification process shall be over for the next pass at recertification, rather than only the recertification portion of the process.

23.E.5 If an RN fails to attend a scheduled certification/recertification attempt, the RN shall make up the class in the next available class.

23.E.6 The Employer will provide preparatory classes for Registered Nurses preparing for the required certifications listed in section E.1. These classes will be offered at enough different times so as to be available to all Registered Nurses and may be taken during paid time if the unit is able to release the Registered Nurse for the class. However, no special arrangements will be made, and staffing will not be increased to allow for such releases. There will be no compensation for classes taken during scheduled time off, nor will there be any charges to the employee for preparatory classes.

23.E.7 An RN whose last class attendance expires while on leave of absence shall be expected to attend recertification instruction by the second-class opportunity or four (4) months after returning to work, whichever is longer.

#### 23.F. IN-SERVICE EDUCATION

The Employer shall establish In-service education programs for all RNs. Such programs may include courses in new concepts or innovations and techniques in providing patient care. Governance (oversight, budgeting, etc.) of RN Continuing Education shall be

integrated into LMP.

## **ARTICLE 24 - HEALTH AND SAFETY**

### **24.A. EMPLOYER RESPONSIBILITY**

The Employer agrees to make reasonable provisions for the safety and health of RNs during the hours of their employment, to promptly review unsafe conditions brought to their attention, and to take whatever corrective action it determines to be necessary.

### **24. B MUTUAL RESPONSIBILITY**

24.B.1 The RNs acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer.

24.B.2 The Employer, the Union, and the RNs recognize their obligations and/or rights under Federal and State laws with respect to safety and health.

24.B.3 In the event an RN believes an unsafe environmental condition exists, the RN shall immediately bring the situation to the attention of the supervisor. The RN may report the condition in writing or electronically to the Safety Officer, the Safety Committee Chair, and/or the Workplace Safety Department's RN Concerns Program. The Employer will take whatever action it deems necessary to resolve the situation.

### **24.C SAFETY COMMITTEES**

24.C.1 Facility-specific safety committees, with an equal number of Employer and RN representatives from major work activities, will regularly make recommendations on how to eliminate hazards and unsafe work practices and to improve accident and illness prevention programs.

24.C.2 Facility safety committees review documented safety reports, such as RN injuries, concerns of potential hazards, workplace safety information, and conduct visual environmental safety checks.

### **24.D. COMPUTER WORKSTATIONS**

The Employer shall give consideration to appropriate NIOSH recommendations specific to the purchase, installation and operation of computer workstations. The Employer agrees to comply with all state and federal regulations related to the installation and utilization of computer workstations.

## **ARTICLE 25 - RN TRANSFERS**

### **25.A. PERMANENT**

If an RN is accepted for transfer to another position, due consideration shall be given to the Employer's staffing requirements in determining the effective date of such transfer. The effective date of the transfer shall be mutually agreed upon between the RN and the releasing supervisor. It is the Employer's intent to effect transfers within ten (10) working days. A Director of Nursing or the appropriate Primary Care Service

Area Manager/Specialty Service Manager may approve an earlier or later release date, depending on staffing needs. Transfers shall not be delayed for more than thirty (30) calendar days, except in unusual circumstances. In such cases, the Employer will notify the Union of the nature and reason for the delay. This provision shall not be used to deny or withhold a transfer from any RN.

#### 25. B TEMPORARY

25. B.1 In the event staffing needs require that a Nurse be temporarily reassigned to another area or facility, it is the Employer's intent to reassign such Nurse to an area within their normal clinical area of experience in nursing practice to the extent possible. The Employer shall request volunteers for such reassignments prior to making the reassignment.

25.B.2 Each Nurse may advise the Employer of their areas of preference and the Employer shall honor such preferences whenever staffing requirements permit.

25.B.3 It is the Employer's intent to provide adequate orientation for Nurses who are temporarily reassigned from their regular assignment. The Employer shall determine the content and length of such orientation based on the individual needs of the Nurse.

### **ARTICLE 26 - GRIEVANCE PROCEDURE**

REFER TO THE NATIONAL AGREEMENT FOR RELATED LANGUAGE.

#### 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 electronic mail 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, they shall present it on the appropriate form to the immediate supervisor within fifteen (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 ten (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 ten (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 ten (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 (10) 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 ninety (90) 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.

### C. 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 (10) 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 (21) 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 (9<sup>th</sup>) and tenth (10<sup>th</sup>) panel members. If the parties cannot reach mutual agreement on the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) 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 (9<sup>th</sup>) and tenth (10<sup>th</sup>) 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 27 - CORRECTIVE ACTION**

*Refer to the National Agreement Section 1.L.1(a)*

27.A. 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 mutually agreed upon and appropriate.

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

27. C. An RN shall have the right, and shall be informed of the right, to have a union representative of their choosing accompany them to any meeting that could result in corrective action. Such meetings shall be scheduled and held within fourteen (14) calendar days to allow the RN to secure representation. If the RN's chosen representative is unavailable within this timeframe, the Union may assign its contract specialist or proxy to ensure timely scheduling. If ELR/HR is requested to be present, the fourteen (14) calendar day timeline shall still apply, and a proxy may be assigned to meet the timeframe. The timeline may be waived by mutual agreement.

27.D. Corrective Action shall be for just cause only and shall 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.

27.E. 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

- 27.F. A copy of the written Corrective Action, at any level, shall be provided to the Union office upon completion. The RN shall be required to sign such a notice to acknowledge receipt; such signature shall not be construed as agreement with the Employer's decision to administer Corrective Action. The RN shall have the right to submit a written rebuttal, which shall be attached to the Corrective Action and maintained in the personnel file for the duration of the Corrective Action's retention period.
- 27. G. If notice is sent regarding the need to meet within one (1) calendar year and the meeting could result in progressive discipline, the one (1) year expiration may be extended.
- 27. H. The Corrective Action shall be removed from the RN's employee file upon expiration.
- 27. I. If the RN disagrees with the Corrective Action administered, they may pursue the matter through the contractual grievance procedure.

**ARTICLE 28 - PERSONNEL FILES**

- 28. A. The Employer shall maintain one (1) official personnel file and one (1) supervisory file for each RN, which shall include performance evaluations, written disciplinary notices, and documentation of the RN's performance. Each RN, or her/his designee in writing, shall have the right to review the contents of her/his Personnel File and supervisory file and obtain copies from the file. The RN shall make an appointment on their own time to review the file and shall have at least thirty (30) minutes to inspect the file. An RN may include in their Personnel File and supervisory file any material relevant to their employment, upon review by the Employer.
- 28. B. If there is any discipline that is grieved, and the Union has been denied the right of inspection of any materials related to the discipline, these may not be utilized in any step of the grievance procedure.
- 28. C. The RN shall receive copies of all written disciplinary notices and documentation of RN counseling sessions, which shall be placed in the Personnel File. RNs have the right to respond in writing to any written disciplinary notices and documentation of RN counseling sessions in their Personnel File and have that response attached to the relevant material.
- 28. D. In the event that a disciplinary notice is referred to mediation or arbitration, a copy of such decision shall be incorporated in the RN's Personnel File, providing that such notice is upheld.
- 28. E. Written disciplinary notices and documentation of RN counseling sessions shall be invalid after a period of one (1) year from the date on issuance, except when there are other materials of the same or related nature in which case all related notices and

documentation of RN counseling sessions shall be invalid after a period of one (1) year from the date of the most recent related material. These written disciplinary notices and documentation of RN counseling sessions shall be removed from the supervisory file upon RN requests. These materials shall be deposited in the official personnel file.

## **ARTICLE 29 - EVALUATIONS**

29. A. The Employer maintains the right to evaluate the job performance of Registered Nurses on an ongoing basis. Performance reviews shall be conducted at least once per year. Evaluations are for constructive RN development and shall be used to document job performance. RNs shall be given an opportunity to read the performance evaluation and may attach any relevant comments to the evaluation prior to its placement in the RN's personnel file. The RN shall sign the evaluation to signify that they have read it and shall receive a copy of the signed evaluation. Evaluations shall not be used in place of discipline but may be used in conjunction with the disciplinary process.
29. B. The evaluation of each RN shall include the input of two Registered Nurses selected by the RN. The Employer may solicit input from members of the RN's work team or other Registered Nurses concerning general work performance.

## **ARTICLE 30 - PROBATIONARY PERIOD**

Regular, short-hour, casual, temporary, and on-call RNs shall be considered probationary during the first one hundred and twenty (120) calendar days of employment. During the probationary period, RNs may be discharged without recourse to the grievance procedure. These probationary employees shall have a review involving a manager every thirty (30) days for the length of the probationary period.

The current RN who moves into a new RN graduate position shall have one hundred twenty (120) calendar days of probation. Current qualified KPNW RNs with good work and attendance records and positive evaluations who apply for new graduate positions shall be hired over external applicants.

## **ARTICLE 31- ORIENTATION**

31. A. New RNs shall receive orientation to their facility and area of work. Prior to completing orientation in a patient care area or department, they shall not be considered part of the normal staffing complement of that area or department.
31. B. The orientation shall be tailored to the RN's prior experience and familiarity with the patient care area or department. Input from the RN shall be considered.
31. C. The Employer shall consider recommendations from the Professional Forums regarding the content and means of evaluating the orientation.

## **ARTICLE 32 - MANAGEMENT RIGHTS**

The Employer retains all rights and authority that it had prior to the execution of this Agreement, except as specifically abridged by any expressed provision(s) of this Agreement.

**ARTICLE 33 – 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, 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.

2. Troubled Employees

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 the 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 34 - SAVINGS CLAUSE**

If any portion of this Agreement is, or shall at any time be, contrary to law as adjudged by the court having appropriate jurisdiction, then such provision shall not be applicable, performed, or enforced except to the extent permitted by law. If any portion of this Agreement is found to be in conflict with the laws of the State of Oregon, the State of Washington, or the United States, the remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE 35 - TERM OF AGREEMENT**

This Agreement shall be effective on its execution date and shall continue in full force and effect to and including June 1<sup>st</sup>,2029, and shall continue in effect from year to year thereafter unless terminated by written prior notice served by either party ninety (90) days prior to the termination date then in effect.

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## **SIGNATURE PAGE**

## **APPENDIX A**

Step 12: RNs with 25 years or more of experience, 5 of which are at KP, shall be granted a 2.5% 25-year  
OFNHP-RN 2025-2029



1451 RN, INPATIENT, OFN	1684 CASE MGR, HIGH RISK OB/GYN	1707 NURSE, PUBLIC HLTH-INFUS
2013 RN, IMAGING SVCS CATH LAB	2387 CASE MGR, CHF-OFN	2456 COORD, ADULT FSTR HOME CARE
3299 RN, OUTPAT OFN-DUAL	3301 RN, INPATIENT, OFN-DUAL	3304 RN, OUTPAT OFN-DUAL-PHARM
3844 RN, REGIONAL ADVICE	4011 NURSE, PUBLIC HLTH-HOSP & PALL	4120 CASE MGR, RN-DUAL BLS
4161 CASE MGR, RN-DUAL	4286 RN NAVIGATOR	4337 CASE MGR, RN GEN SURG-DUAL BLS
4379 NURSE, PUBLIC HLTH-PALL/ONC	4439 RN GRAD, OUTPT-PART 1	4489 RN GRAD, INPT
4605 RN NAVIGATOR, HEAD-NECK CANCER	4775 CLINICAL RN NAVIGATOR, OHSU	4870 RN, HOME HEALTH ACCESS
4871 RN, HOSPICE/PALL CARE ACCESS	4876 RN, PERITONEAL DIALYSIS	4888 RN, ADVICE - HOSPICE_PALL CARE
4935 RN NAVIGATOR-SPINE CENTER	5128 CASE MGR, RN-MH	5254 RN GRAD, OUTPT-PART 2
5268 RN GRAD, EMER DEPT		

STEP	MONTHS	10/1/24	(12.5%) 03/15/2026*	(6.5%) 10/1/2026	(3%) 8/1/2027	(2.5%) 10/1/2027	(3%) 10/1/2028
1	0	47.19	53.09	56.54	58.24	59.69	61.48
2	12	48.87	54.98	58.55	60.31	61.82	63.67
3	24	50.63	56.96	60.66	62.48	64.04	65.96
4	36	52.37	58.92	62.75	64.63	66.24	68.23
5	48	54.21	60.99	64.95	66.90	68.57	70.63
6	60	56.28	63.32	67.43	69.45	71.19	73.33
7	96	58.40	65.70	69.97	72.07	73.87	76.09
8	120	60.63	68.21	72.64	74.82	76.69	78.99
9	180	62.97	70.84	75.45	77.71	79.65	82.04
10	192	64.77	72.87	77.60	79.93	81.93	84.39
11	240	66.62	74.95	79.82	82.21	84.27	86.80
12	LONGEVITY (25)	68.29	76.83	81.82	84.27	86.38	88.97
13	LONGEVITY (30)	-	78.75	83.87	86.38	88.54	91.20

**RN74**

- 2443 RN, FIRST ASSIST
- 4411 RN, FIRST ASSIST-AMB SURGERY

STEP	MONTHS	10/1/24	(12.5%) 03/15/2026*	(6.5%) 10/1/2026	(3%) 8/1/2027	(2.5%) 10/1/2027	(3%) 10/1/2028
1	0	51.90	58.40	62.19	64.06	65.66	67.63
2	12	53.76	60.48	64.41	66.34	68.00	70.04
3	24	55.69	62.65	66.73	68.73	70.45	72.56
4	36	57.61	64.81	69.02	71.09	72.87	75.05
5	48	59.63	67.08	71.45	73.59	75.43	77.69
6	60	61.91	69.65	74.17	76.40	78.31	80.66
7	96	64.24	72.27	76.97	79.28	81.26	83.70
8	120	66.69	75.03	79.91	82.30	84.36	86.89
9	180	69.27	77.93	82.99	85.48	87.62	90.25
10	192	71.25	80.15	85.36	87.92	90.12	92.83
11	240	73.29	82.44	87.80	90.44	92.70	95.48
12	LONGEVITY (25)	75.12	84.51	90.00	92.70	95.02	97.87
13	LONGEVITY (30)	-	86.62	92.25	95.02	97.40	100.32

**RN76**

1678 NURSE, WOUND/OSTOMY/CONT-CCS  
3065 TRAINER, TELEPHONE ADVICE NRS  
4326 SPEC, CLINICAL DOC IMPROVEMENT  
4762 NURSE, PUBLIC HLTH/CWOCN-CCS

STEP	MONTHS	10/1/24	(12.5%) 03/15/2026*	(6.5%) 10/1/2026	(3%) 8/1/2027	(2.5%) 10/1/2027	(3%) 10/1/2028
1	0	51.92	58.41	62.21	64.07	65.67	67.64
2	12	53.69	60.40	64.33	66.26	67.91	69.95
3	24	55.53	62.47	66.53	68.53	70.24	72.35
4	36	57.37	64.54	68.74	70.80	72.57	74.75
5	48	59.28	66.69	71.02	73.16	74.98	77.23
6	60	61.47	69.15	73.65	75.86	77.75	80.09
7	96	63.69	71.65	76.31	78.60	80.56	82.98
8	120	66.04	74.30	79.12	81.50	83.54	86.04
9	180	68.49	77.05	82.06	84.52	86.63	89.23
10	192	70.38	79.18	84.32	86.85	89.03	91.70
11	240	72.34	81.38	86.67	89.27	91.50	94.25
12	LONGEVITY (25)	74.15	83.42	88.84	91.51	93.79	96.61
13	LONGEVITY (30)	-	85.50	91.06	93.79	96.14	99.02

**RN86**

4405 LEAD, RNFA

STEP	MONTHS	10/1/24	(12.5%) 03/15/2026*	(6.5%) 10/1/2026	(3%) 8/1/2027	(2.5%) 10/1/2027	(3%) 10/1/2028
1	0	54.90	61.40	65.19	67.06	68.66	70.63
2	12	56.76	63.48	67.41	69.34	71.00	73.04
3	24	58.69	65.65	69.73	71.73	73.45	75.56
4	36	60.61	67.81	72.02	74.09	75.87	78.05
5	48	62.63	70.08	74.45	76.59	78.43	80.69
6	60	64.91	72.65	77.17	79.40	81.31	83.66
7	96	67.24	75.27	79.97	82.28	84.26	86.70
8	120	69.69	78.03	82.91	85.30	87.36	89.89
9	180	72.27	80.93	85.99	88.48	90.62	93.25
10	192	74.25	83.15	88.36	90.92	93.12	95.83
11	240	76.29	85.44	90.80	93.44	95.70	98.48
12	LONGEVITY (25)	78.12	87.51	93.00	95.70	98.02	100.87
13	LONGEVITY (30)	-	89.62	95.25	98.02	100.40	103.32

**RN89**

- 5487 RN, INPATIENT, OFN FLOAT
- 5489 RN, INPATIENT, OFN Labor & Del- Float Pool, Northwest
- \*\*\*\* RN, OUTPATIENT, OFN FLOAT
- \*\*\*\* RN, INPATIENT, RRT

STEP	MONTHS	10/1/24	(12.5%) 03/15/2026*	(6.5%) 10/1/2026	(3%) 8/1/2027	(2.5%) 10/1/2027	(3%) 10/1/2028
1	0	50.19	56.09	59.54	61.24	62.69	64.48
2	12	51.87	57.98	61.55	63.31	64.82	66.67
3	24	53.63	59.96	63.66	65.48	67.04	68.96
4	36	55.37	61.92	65.75	67.63	69.24	71.23
5	48	57.21	63.99	67.95	69.90	71.57	73.63
6	60	59.28	66.32	70.43	72.45	74.19	76.33
7	96	61.40	68.70	72.97	75.07	76.87	79.09
8	120	63.63	71.21	75.64	77.82	79.69	81.99
9	180	65.97	73.84	78.45	80.71	82.65	85.04
10	192	67.77	75.87	80.60	82.93	84.93	87.39
11	240	69.62	77.95	82.82	85.21	87.27	89.80
12	LONGEVITY (25)	71.29	79.83	84.82	87.27	89.38	91.97
13	LONGEVITY (30)	-	81.75	86.87	89.38	91.54	94.20

**RN87 BILINGUAL RN**

- 4651 RN, OUTPAT DUAL (BL)
- 4960 CASE MGR, RN-DUAL BLS (BL)

STEP	MONTHS	10/1/24	(12.5%) 03/15/2026*	(6.5%) 10/1/2026	(3%) 8/1/2027	(2.5%) 10/1/2027	(3%) 10/1/2028
1	0	48.34	55.09	58.54	60.24	61.69	63.48
2	12	50.02	56.98	60.55	62.31	63.82	65.67
3	24	51.78	58.96	62.66	64.48	66.04	67.96
4	36	53.52	60.92	64.75	66.63	68.24	70.23
5	48	55.36	62.99	66.95	68.90	70.57	72.63
6	60	57.43	65.32	69.43	71.45	73.19	75.33
7	96	59.55	67.70	71.97	74.07	75.87	78.09
8	120	61.78	70.21	74.64	76.82	78.69	80.99
9	180	64.12	72.84	77.45	79.71	81.65	84.04
10	192	65.92	74.87	79.60	81.93	83.93	86.39
11	240	67.77	76.95	81.82	84.21	86.27	88.80
12	LONGEVITY (25)	69.44	78.83	83.82	86.27	88.38	90.97
13	LONGEVITY (30)	-	80.75	85.87	88.38	90.54	93.20

**RN88 BILINGAL CHARGE**

4652 RN, CHARGE OUTPAT DUAL (BL)

STEP	MONTHS	10/1/24	(12.5%) 03/15/2026*	(6.5%) 10/1/2026	(3%) 8/1/2027	(2.5%) 10/1/2027	(3%) 10/1/2028
1	0	51.34	58.09	61.54	63.24	64.69	66.48
2	12	53.02	59.98	63.55	65.31	66.82	68.67
3	24	54.78	61.96	65.66	67.48	69.04	70.96
4	36	56.52	63.92	67.75	69.63	71.24	73.23
5	48	58.36	65.99	69.95	71.90	73.57	75.63
6	60	60.43	68.32	72.43	74.45	76.19	78.33
7	96	62.55	70.70	74.97	77.07	78.87	81.09
8	120	64.78	73.21	77.64	79.82	81.69	83.99
9	180	67.12	75.84	80.45	82.71	84.65	87.04
10	192	68.92	77.87	82.60	84.93	86.93	89.39
11	240	70.77	79.95	84.82	87.21	89.27	91.80
12	LONGEVITY (25)	72.44	81.83	86.82	89.27	91.38	93.97
13	LONGEVITY (30)	-	83.75	88.87	91.38	93.54	96.20

**APPENDIX A**

**HOURLY DIFFERENTIALS**

<b>DIFFERENTIAL</b>	<b>RATE PER HOUR</b>
In-Lieu-of-Benefits (For short-hour, temporary & on-call RN's ineligible to receive benefits)	\$1.10 Inpatient RN
	\$1.063 Outpatient RN
Standby – Regular	\$8.00
Standby – Recognized Holiday	\$20.00
Evening Shift	\$3.00
Night Shift	\$7.50
Weekend Differential (Inpatient and Outpatient)	\$1.50
Float Pool/RRT	\$3.00 (Differential built into salary scale 89)
Preceptor (Inpatient and Outpatient)	\$2.30
Charge Nurse	\$3.00 (Differential built into salary scale RN72)
Bilingual Differential	\$2.00

### **HOURLY ADD-ONS 7/70 RNS**

Add-ons for compensated hours in-lieu-of vacation and holiday based on existing formula.

**APPENDIX B  
SCHEDULING DATES**

## **APPENDIX C**

### **Proposal for R.N. Preceptor Differential**

**Re: Proposal for R.N. Preceptor Differential**

The purpose of this letter is to clarify our agreement regarding the R.N. Preceptor Differential as indicated below:

**Goal**

To provide a financial incentive/reward to staff with strong clinical and preceptor skills, who accept the additional responsibility and workload of precepting novices on their units. The differential is proposed at this time due to the increased volume of preceptor needs throughout the nursing units.

**Eligibility for Preceptor Differential**

1. All KPNW Registered Nurses
2. Must have attended an approved preceptor training course within the last three (3) years; for renewals, must have attended a preceptor update in the last three (3) years.
3. Must be a designated preceptor assignment, per the Manager. Examples of designated preceptor experiences:
  - New R.N. Resident Program
  - Cross-trainings and Nurse “Fellowship”
  - Designated unit orientation for Kaiser Permanente R.N. staff (i.e., before Nurse released for regular assignment).
  - Agency/traveler orientation.
4. Preceptor volunteers are welcomed; selection shall be based on performance, experience and qualifications as determined by Manager.
5. Once selected, Preceptors may be removed from precepting based on Management’s evaluation of their effectiveness. Selection criteria shall include:
  - Annual Performance Evaluation of meets requirements or better
  - Absence of current workplan and/or discipline
  - Adequate years of relevant experience
  - Preceptor “credential” as defined above
  - Prefer preceptors who precept at least twice a year (if opportunity available)
  - Demonstrated competency as Preceptor:
  - Positive feedback on evaluations from “Preceptees”
  - Completion of preceptor documentation within designated timeframes
6. Differential of \$2.30 per hour to be documented on the timecard by the Employee for shifts worked in designated Preceptor status, as approved by the Manager.

**APPENDIX D  
RN Double Time Incentive**

Both Parties acknowledge the mutual goal of appropriate staffing for inpatient areas such that double-time incentive is used in a limited fashion.

To provide incentive to current inpatient RN staff (all areas), including RAN, to pick up additional unfilled shifts, particularly the less attractive shifts, after exhausting routine scheduling practices:

1. Double-time for working any extra weekend shift (above and beyond regular schedule and job requirements). Weekend defined as Friday Noon through Sunday evening shift.
2. Double-time for working any night shift that would normally be overtime (overtime as defined by current contract language – **See Article 9.H.**)
3. If a RN calls in sick for a regularly scheduled shift, (excluding FMLA/OFLA covered ill time and Workers Comp medical appointments) during the pay period, they shall not be eligible for the incentive during that pay period under number one (1) and two (2) above.
4. Double-time for double shift (double shift defined as any shift of at least four (4) hours or more attached to a regularly scheduled shift that is used to fill a vacant shift).
5. Double-time for any emergent overtime. (See emergent overtime LOA.)
6. Overtime rules apply to what counts toward double-time, i.e. must be hours worked (See OFNHP contract Article 9.H.
7. Surgical Services only: Double-time in Surgical Services for emergency call-in (i.e. calling an additional crew when additional crew not already on stand-by): guarantee would be for a minimum of three (3) hours work or pay.
8. Surgical Services only: RN volunteering to work their full shift the day after working stand-by, without the twelve (12) hour off duty window, shall be paid time and one-half for the first half of the shift, and double-time for the second half of the shift. (See OFNHP Contract, Article 9.I and Article 13.E .)

Clarifications

- There would be no duplication of overtime and/or double-time under the above provisions.
- This incentive does not apply to the stand-by shifts.
- HR guidelines for fitness of duty shall be utilized for determining staff participation in this incentive.
- This incentive includes all full-time, part-time and on-call RN's.
- Modifications to this agreement may be implemented by mutual agreement between the Employer and the Union under LMP guidelines.
- Scheduling of extra shifts shall be done as per the Nurse Staffing Process.

For the Employer:

s/Creighton Young

Date: September 12, 2005

For the Union:

s/Alan Moore

Date: September 12, 2005



**APPENDIX F  
Common Bargaining Issues**

**KAISER PERMANENTE NORTHWEST REGION  
AND  
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS  
REGISTERED NURSES**

**LANGUAGE FOR BARGAINING UNIT JURISDICTION WHILE IN THE IDM PROGRAM**

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

When it is determined an RN 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 RN shall be awarded an available and suitable job for which they are qualified. When it is determined an RN who has a non-occupational injury or illness may not return to their job due to permanent disability, the RN shall 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 RNs shall be given preference for placement over outside applicants. At such time as the RN is permanently placed into a new position, they shall become a member of the new bargaining unit and shall 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)

AGREED:

For the Employer:

For the Union:

s/Creighton Young  
Creighton Young  
Lead Senior Labor Relations Consultant

s/Alan Moore  
Alan Moore, Internal Organizer  
Oregon Federation of Nurses & Health  
Professionals

Date: January 17, 2006

Date: April 28, 2006

**APPENDIX G**  
**Sign-on Bonus – Hard to Recruit Nursing Position**

SUBJECT:           **Sign-On Bonus**

COVERAGE:       Hard to Recruit Nursing Positions

**Policy**

Kaiser Permanente recognizes that there are sometimes difficulties in recruiting candidates for hard to fill positions. A hiring manager may offer the equivalent of one month base salary to a candidate for a “Hard to Recruit” position. In certain circumstances the hiring manager may increase the bonus amount to meet special needs.

**Practice**

1.     The position must have been designated by the hiring manager as “Hard to Recruit” and be coded for 20 hours a week or more.
2.     Following hire, the RN may transfer to a second hard to recruit position during the one year period and still receive the bonus payment as long as both the sending and receiving supervisors approve this.
3.     RNs may only receive the hiring bonus a maximum of every two years. An RN must have been a non-KP RN for at least two years before being eligible to rehire into a hire on bonus situation.
4.     The amount of the hiring bonus is calculated by multiplying the base salary hourly rate by 2080/hours/year divided by 12 months.

Sample Formula for illustration purposes:

Base Salary	\$	20.00/Hour
	x	<u>2080</u>
=	\$	41,500 (Annual gross salary)

***Divided by 12 months***

\$ 3,466.67 Hiring Bonus

The hiring bonus will be paid from the hiring manager’s budget in two installments. The first at the 6 month anniversary and the second at the one year anniversary.

5.     The hiring manager will request a signed job acceptance letter from the applicant with the following items:
  - a.     Date the job offer was accepted.

- b. Date of first day of work.
- c. A statement that the candidate agrees to stay in the position for a minimum of one year.
- d. After the newly hired RN has successfully completed six months in the position, the hiring manager will submit the job acceptance letter and the request for the sign-on bonus payment to Recruitment for review. Human Resources will send the request to Payroll for payment of the first half to the RN. Applicable payroll taxes will be deducted from the hiring bonus payment and Payroll will send the check to the RN unless the hiring manager requests it to present it in person to the RN. The Sign-On Request will be returned to Human Resources pending the payment of the second half of the bonus. After the RN has completed on year of employment, Human Resources will submit the sign-on request form to Payroll for payment of the second half of the bonus minus applicable payroll taxes.

The parties signify their agreement regarding this Sign-On Bonus Policy by signing in the spaces provided below.

AGREED:

For the Employer:

For the Union:

s/Creighton Young \_\_\_\_\_

s/Katherine R. Schmidt \_\_\_\_\_

Date: 11/9/98

Date: 11/21/98

**APPENDIX H  
Relocation Reimbursement**

March 16, 1999

Ms. Helen Moss  
Oregon Federation of Nurses  
P. O. Box 1566  
Clackamas, OR 97015

Re: **Letter of Agreement  
Relocation Reimbursement**

Dear Ms. Moss:

The purpose of this letter is to clarify our agreement regarding the Relocation Reimbursement Program as indicated below:

**Policy**

A hiring manager may offer the equivalent of one month's base salary to assist with relocation for RNs who are hired into "Hard-to-Recruit" positions. In unusual circumstances, the hiring manager may increase the reimbursement amount to meet special needs. This policy does not apply to transfers within the Kaiser Permanente Northwest (KPNW) local market.

**Practice**

1. The position must be designated Hard to Recruit and must be at least twenty (20) hours per week. The distance of the move must be greater than fifty (50) miles.
2. The maximum amount of relocation reimbursement for a particular new RN is calculated by multiplying the base salary (hourly rate) by 2080/hours/year, divided by twelve (12) months:

Sample Formula for Illustration Purposes:

Base Salary	\$ 20.00 / Hour
	<u>x 2080</u>
	= \$41,600 (Annual Gross Salary)
Divided by	<u>12 Months</u>
	= \$ 3,466.67 Maximum Amount

3. The actual relocation expenses incurred by the new RN must be verified by original receipts and itemized on an Expense Account Form. All such expenses will be reimbursed up to a maximum amount equivalent to one month of gross salary.

- 4. Relocation reimbursement will be charged to the hiring manager's budget.
- 5. Relocation Assistance Process

The hiring manager will request and receive a signed acceptance letter from the applicant. The job acceptance letter should contain the following items:

- a. Acceptance date of the job
- b. First day of work
- c. Candidate's social security number
- d. Starting salary (Hourly)
- e. Candidate's mailing address (Place of contact, phone number)
- f. A statement that the candidate agrees to stay in the position for a minimum of one year. If the individual leaves prior to one continuous year of employment, the relocation reimbursement will be prorated and must be paid back the employer on or before the last day of work.
- g. After the new RN has begun work, the hiring manager will submit the job acceptance letter and request for reimbursement form and related documents (expense form and original receipts, etc.) to Human Resources Recruitment for review and forward it to Accounts Payable for reimbursement to the RN.
- h. If a special financial need is present, the hiring manager may request that a partial advance payment be sent to the new RN to help cover expenses.

To signify your agreement with the above, please sign in the space provided below and return one copy of the signed agreement to my attention.

AGREED:

For the Employer:

s/Creighton Young

Date: 3/16/99

For the Union:

s/Katherine R. Schmidt

Date: 4/5/99

## APPENDIX I

### Registered Nurse Fellowship Program Global Template Revised September 2024

Kaiser Permanente Northwest (KP), the Oregon Nurses Association (ONA), and the Oregon Federation of Nursing Professionals (OFNHP) agree that there is a need for universally applicable standards for all Registered Nurse (RN) Fellowship Programs. The standards set forth below will be used in the establishment of all future RN Fellowship Programs. This agreement replaces all prior RN Fellowship agreements between KP and ONA; all Fellowship Letters of Agreement with ONA signed before May 1, 2015; and all Fellowship Letters of Agreement with OFNHP, signed before May 15, 2015. For the purposes of this agreement, "Union" is understood to mean both ONA and OFNHP.

The terms and conditions of this agreement are indicated below:

#### 1. Purpose

- 1.1. To provide an opportunity for RN to develop new and/or specialized nursing skills in order to qualify for a designated position within KP within a specific unit, department, or nursing arena.

#### 2. Fellowship Training Programs

- 2.1. Nursing units or departments will work in partnership to identify, develop, and open Fellowship Programs to qualified internal applicants. The specific elements of a Nursing Unit or Department Fellowship Program will be developed to ensure that the appropriate clinical competencies, skills and abilities are addressed. Individual units/departments may work with the Regional Workforce Planning & Development Committee to develop proposals and seek support from the Ben Hudnall Trust Fund for specific Fellowship programs.
- 2.2. Although the parties will work in partnership, management retains the right to make and implement decisions about:
  - 2.2.1. Initiating a Fellowship program.
  - 2.2.2. Establishing necessary competencies, skills, and abilities; and/or,
  - 2.2.3. Concluding a Fellowship program.
- 2.3. The Union retains the right to respond.

#### 3. Fellowship Postings and Selection

- 3.1. Fellowships will be posted for internal applicants in accordance with the current CBA; applicants must meet the minimum qualifications of an applicable Fellowship job addendum to be eligible for consideration. Additional requirements include:
  - 3.1.1. Current KP employee in good standing; not in a Corrective Action, level three (3) or above.
  - 3.1.2. Current RN with the applicable licensure from Oregon and/or Washington, without sanction or limitation.
  - 3.1.3. Bachelor of Science in Nursing (BSN) Degree preferred; must be considered along with experience and in compliance with the current collective bargaining agreement,
  - 3.1.4. Candidates must provide the hiring manager with a letter of reference or recommendation from a manager or charge RN/team leader.
- 3.2. Qualified applicants will participate in an interview selection process. The interview process will include the participation of union leaders from the unit. Recommendations will be considered by the

hiring manager, and final selections will be the hiring manager's responsibility.

- 3.3 In the event candidate qualifications are approximately equal, the principle of seniority will govern the hiring decision. Represented employees in RIF or EISA-qualified Redeployment status will be given preferential consideration for placement into Fellowship programs over all other internal candidates.
- 3.4 If no internal applicants meet the qualifications listed above, Management may elect to post the position for external recruitment.

#### 4. Program Obligations

##### 4.1 KP agrees to provide the following:

- 4.1.1. Reimbursement for tuition, books, and fees associated with participation in the Fellowship at the educational institution selected by KP. Participants will use existing Tuition Reimbursement funds available through the current CBA and KP policies first. If the employer and the Union can identify resources that allow the employer to pay for tuition, books, and fees in advance of completion, this section will be modified to facilitate that.
- 4.1.2. Compensation, at straight-time, to attend Fellowship classes at the educational institution selected by KP.
- 4.1.3. Compensation, at straight-time, for all required work performed in a clinical setting as part of the successful completion of the Fellowship program.
- 4.1.4. Hours of work performed as part of the Fellowship will not drive overtime, except where required by local, State and/or Federal statute. Participants in a Fellowship will not work more than 2 compensable shifts within a pay period during the Fellowship. Any overtime performed as part of an assignment outside the Fellowship program must be preapproved by both the participating employee's manager and the director for the area or arena responsible for the Fellowship, subject to the terms of the collective bargaining agreement.
- 4.1.5. Assignment to an RN position within the specialized area of practice or arena (upon successful completion).

##### 4.2. Participating employees agree to commit to the following:

- 4.2.1. Utilize all available tuition reimbursement monies and Education Days towards the costs associated with participation in the Fellowship.
- 4.2.2. Utilize all Education Fund monies available to the individual towards the costs associated with participation in the Fellowship.
- 4.2.3. Agree to the release of information related to Fellowship academic performance progress to the manager and the director for the area or arena responsible for the Fellowship.
- 4.2.4. Complete all elements of the Fellowship program. (Failure or refusal to complete the program is addressed in the "Unsuccessful Completion" section of this agreement.)

#### 5. Progress, Feedback, and Evaluation Requirements

- 5.1. Participants and their manager, director or designee are to engage in discussions about the participant's progress at regular intervals.
- 5.2. Participants in a Fellowship will receive a final Performance Evaluation (PE):
  - 5.2.1. PEs will be conducted by the manager and/or director for the area in which the Fellowship is located.
  - 5.2.2. PE may include feedback from instructors, preceptors, peer RNs, Physicians, and other KP employees selected or identified by the employee and/or manager/director.

- 5.2.3. PE will be conducted within two (2) weeks of the completion of the Fellowship. The employee will be provided a written copy of the evaluation, and a copy will be sent to Human Resources to be placed in the employee's personnel file.
- 5.2.4. Participants will remain in a preceptor status until the final PE is completed.
- 5.2.5. PE will clearly state that the participating employee is successful or unsuccessful in completing the Fellowship.
- 5.2.6. The Successful/Unsuccessful designation and the PE are not subject to the Grievance process from the current collective bargaining agreement.

## 6. Program Completion

- 6.1. Successful or unsuccessful completion of the Fellowship will be determined by the Manager or Director based upon a review of the participant's performance during the Fellowship and the requirements outlined at the onset of the Fellowship.
- 6.2. The Manager/Director may consider and incorporate feedback from a supervisor, educator, Charge Nurse, Preceptor, Mentor, MD, and/or any other individual experts who have worked with and/or observed the participant during the Fellowship program.
- 6.3. Successful Completion
  - 6.3.1. Participants who successfully complete a Fellowship will be assigned an RN position within the specialized area of practice or arena.
  - 6.3.2. Successful Fellows will be placed before other internal union job applicants, based upon available positions and staffing limitations identified by the receiving manager.
  - 6.3.3. Successful participants will continue to work in the area associated with the Fellowship until provided with a new position and schedule. A position and work schedule will be provided within 30 days of completion of the program.
- 6.4. Unsuccessful Completion - Participants unable to successfully complete the Fellowship program will be placed according to the following provision:
  - 6.4.1. The employee will be placed into a temporary position for up to 30 days, during which the individual will seek additional, alternative employment within KP.
  - 6.4.2. When in the temporary position, the employee will apply for a coded position within 30 days, if available, and will take the first position offered, or they will lose the temporary position, and employment at KP will be terminated.
  - 6.4.3. If transfer is not possible within the 30-day period, the RN shall remain in the temporary position and shall apply for all coded RN positions they qualify for.

7. It is understood and agreed that the terms and conditions of the CBA apply to the participating RN Fellowship except where such terms and conditions conflict with those contained in this letter. In the event of a conflict, the terms and conditions of this letter of agreement shall govern the issue. This agreement will conclude and sunset as of the expiration date of the current CBA.

\* In response to a change in Oregon state law, which created Nurse Interns for student nurses, this agreement has been modified to use the term 'Fellowship' where it originally referred to 'Internship'.

**APPENDIX J**  
**New Graduate RN Nurse Residency for Specialty Units**  
**Revised 2024**

**Subject: New (Grad) RN Nurse Residency for Specialty Units**

**Purpose**

To provide an opportunity for recent RN graduates with no acute care RN experience to develop competence in a specialty nursing field

1. Residency will be posted per policy; requirements would include:
  - current RN Oregon license
  - copy of nursing school transcript
  - two letters of reference
  - current CPR
  - (some specialty areas may require ACLS)
  - prefer nurses with student/work clinical experience in the specialty area
  
2. Kaiser Permanente would provide the following:
  - paid time (straight time) to attend classes
  - paid time with RN preceptor in KSMC or KWMC specialty unit to achieve the necessary clinical experience to complete the program
  
4. Evaluation
  - initial evaluation of performance will be provided by manager at end of 90 days (probationary evaluations)

In response to a change in Oregon state law, which created Nurse Interns for student nurses, this agreement has been modified to use the term 'Residency' for new graduate positions where it originally referred to 'Internship'.

## APPENDIX K

### 7/70 Scheduling System Guarantee

The 7/70 scheduling system is a guaranteed option in all hospitals and call centers throughout the term of the agreement.

**INSERT NATIONAL LANGUAGE**

# **HUMAN RESOURCES DEPARTMENT**

Kaiser Permanente Building  
500 N.E. Multnomah Street  
Portland, Oregon 97232

## **NATIONAL HUMAN RESOURCES SERVICE CENTER**

Direct Dial Line – (877) 457-4772

# **OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS**

11560 SW 67th Avenue

Tigard, Oregon 97223

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