

2. Meals and Breaks

- 15.1 Rest + meal breaks.

- legal states not feasible 0920

Within ~~ninety~~ ~~thirty~~ ~~ninety~~ (90-3090) days of ratification, the Employer will submit a variance request to the state of Washington seeking the ability to combine meal and rest breaks. The Union commits to endorsing Employer's request, subject to the Union reviewing the variance request. Additionally, the following language will be incorporated into all OFNHP and ONA collective bargaining agreements:

For so long as it ~~is consistent with~~ 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 into a continuous rest and meal break. Such authorization will be by workgroup/department and shift. Requests for authorizations 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 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. Should any language or practice in this Article no longer be consistent with state and/or federal law, the Employer and bargaining unit shall immediately revert to a practice whereby employees will be required to take their rest breaks and meal periods separately, and the Union will engage in impact bargaining.

Small group in October - pick a date before we leave today.  
Luana + Trevor

\* April, Gina, Katie \*  
Maarof

→ 2pm 17th  
October

virtual!  
KPB

Variance request - in subgroup

13th p 2pm

No 16 April

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2.

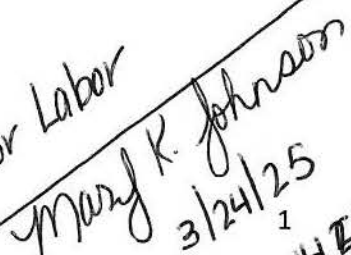
3.

Side Letter of Intent to Update Pronouns

The parties agree to update the contract to reflect gender neutrality, by replacing any specific language with gender neutral language. All counter proposals shall only reflect changes related to this topic.

The parties will work together to identify all pronouns within the CBA to be updated, with the intent that the language should remain the same. All current pronouns shall be replaced with "an RN" or "the RN" as appropriate.

  
For Management  
  
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For Labor  
  
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Union Mary Johnson

ARTICLE 5 - NON-DISCRIMINATION AND WORKPLACE HARASSMENT

KP 

5.A. NON-DISCRIMINATION

9/4/25

The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee RN because of such person's race, religion, color, national origin, ancestry, gender, age, marital status, physical or mental handicap, veteran status, sexual orientation, or the membership in and/or activity on behalf of the Union. color, ethnicity, ancestry, religion, gender, gender identity, gender expression, sex, sexual orientation, age, national origin, immigration status, marital status, disability, domestic partnership status, familial status including parental status, physical or mental handicap, pregnancy, (status as a victim of domestic violence), and veteran status, and membership in or activity on behalf of the Union.

Both parties agree to encourage any employee who believes there has been a violation of this section of the Agreement to utilize internal review procedure established by the employer with union participation if (s)he **they** believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, (s)he **they** shall not waive **his/her 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 employee who believes they have been subjected to harassment to utilize the internal review procedure established by the Employer with Union participation if (s)he **they** believes there has been a violation of this section of the Agreement. The internal review procedure shall be completed in no more than ten (10) business days. The internal review procedure shall be conducted by an impartial employer representative (outside of the RN's service area) and representative chosen by the Union. If an employee chooses to utilize the internal review procedure, they shall not have waived their right to use the grievance procedure and shall have the option of filing a grievance, starting at STEP TWO, within ten (10) calendar days of the decision from the internal review procedure. If a manager and a steward jointly agree harassment education is necessary or requested, training will be provided on paid time.

5.C. RESPECTFUL BEHAVIOR:

The Employer and the Union agree that mutual respect between RN's and Management is integral to a healthy work environment, a culture of safety, and the provision of excellent patient care. An RN experiencing behavior from the Employer in their work environment that violates the Code of Ethical Conduct/Principles of Responsibility and expectations for respectful behavior may file a Step 1 grievance. If a supervisor or manager is the subject of a grievance, they shall not conduct the meeting for said grievance.

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## ARTICLE 6 - UNION REPRESENTATIVES AND UNION ACTIVITY

Note: Please 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.

9/4/25

### 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. ~~The Union representative shall inform Administration date and length of visit, at least 48 hours prior to arrival to facility. Upon arrival Administration shall be notified, who shall contact the appropriate management personnel. If Union representatives arrive after hours, the On-call Administrator shall be notified by the hospital operator.~~

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-employees, 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 will not be unreasonably denied.

6.C.1 RNs will 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 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 will 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 ~~one (1)~~two (2) Inpatient RNs from different arenas and ~~one (1)~~two (2) Outpatient RNs from different buildings (inclusive of float pool) to be on a Union-related leave at any one time.

6.C.6 The Employer may hire a temporary RN to replace RNs on a 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 will be given preferential consideration for openings for which they are qualified.

#### 6.E. New Employee Orientation

Union representatives will 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 will be for thirty (30) minutes and will 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
- [Participation in Joint Staffing](#)

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 will be paid travel time (one [1] hour each way).

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## 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 who 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 50% of the time **and be entered during the designated one-week period.** 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 12-hour shifts, availability of four (4) days in a row will only count for three (3) shifts of availability, as booking all four (4) would drive consecutive pay). **If required availability is not submitted during the designated week, on-call RNs will be added to the schedule based on departmental needs.**

8.C.2. On call employees shall be available to work on one (1) Group A holiday, defined as Thanksgiving Day, December 25<sup>th</sup>, 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 employees 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 50% of the time. These requirements may be adjusted and/or waived by mutual agreement.

8.C.5 Casual: On-call RNs will be required to be available to work a minimum of 12 shifts per year, including at least one (1) shift every three (3) months.

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9/22/25 Sam U  
For labor Mary K Johnson  
9/22/25 1147  
for KP



#### 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 and will be non-benefited and will not accrue BAH. An external temporary RN may be hired to temporarily replace a permanent RN for no more than six (6) consecutive months or to temporarily replace an RN on Union-related leave for no more than twelve (12) consecutive months.

Specific exceptions to provide for an additional and limited period in a temporary status may be made by mutual agreement in writing by the parties. External temporary RNs will be paid a 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 30 days of the end date of their current assignment but will not be eligible to start such transfer until the current assignment is completed. This 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 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 210.D, and return to her/his former position and benefits, if applicable, when the temporary position ends. The temporary position will not exceed three (3) consecutive months, or to temporarily replace a permanent employee ~~not to exceed~~ for no more than six (6) consecutive months or to temporarily replace an RN on Union-related leave ~~not to exceed~~ for no more than 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 Article Agreement, the term core RN is used to describe an RN in a single inpatient nursing unit and/or in an outpatient nursing module/department ~~with a regular work schedule. RNs are recognized in all of the RN definitions except on-call and float RNs.~~

#### 8.H. FLOAT RNS

For the purpose of this Article 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 and/or Outpatient nursing modules/department within or between facilities. Float RNs are recognized in all of the RN definitions above but are distinct in the variability of their work assignments. The float RN’s primary purpose is to provide 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.

#### 8.I. Weekend-Only RNS

~~The Employer may post Weekend-Only RN Positions for RNs who agree to work two (2) 12-hour shifts per weekend for a minimum of 45 out of 52 weekends per year. Nurses who fail to meet the 45-weekend commitment without approved exceptions may be subject to removal from the Weekend-Only Position, reverting to a standard RN position without the weekend premium. RNs may transfer into or out of a Weekend-Only Position, subject to unit staffing needs and mutual agreement between the Employer and the RN. If a Weekend-Only RN Position is eliminated, affected nurses shall be given the opportunity to bid on other available RN positions based on contractual seniority provisions.~~

#### 8.I.2. Weekend Shift Definition

~~MOVE TO APPROPRIATE SECTIONS (15 compensation, article 10)~~

~~B. This premium shall be in addition to other contractual differentials, such as shift differentials, certification pay, BSN/MSN pay, and longevity pay.~~

#### 8.I.4. Compensation and Work Restrictions

~~A. RNs receiving the Weekend Premium shall not be eligible to receive:~~

##### ~~1. Weekend Bonus~~

##### ~~2. Standby, On-Call, or Callback Pay (unless low-censused by the Employer)~~



~~B. Additional hours and extra shifts worked outside the weekend schedule shall be paid at the nurse's straight-time rate of pay unless those hours qualify for overtime per the collective bargaining agreement.~~

~~C. Paid Time Off (PTO) and Extended Illness Bank (EIB) hours used for any weekend shift shall be paid at the nurse's straight-time rate of pay, excluding the weekend premium.~~

#### ~~8.1.5. Schedule Commitment and Exceptions~~

~~A. RNs in a Weekend-Only Position shall commit to working at least 45 weekends per calendar year.~~

~~B. Nurses may be granted up to 7 weekends off per year, subject to the following conditions:~~

~~1. The RN provides adequate notice per departmental scheduling guidelines.~~

~~2. PTO or trades may be used to cover scheduled weekends off.~~

~~C. Nurses who fail to meet the 45-weekend commitment without approved exceptions may be subject to removal from the Weekend-Only Position, reverting to a standard RN position without the weekend premium.~~

#### ~~8.1.6. Openings, Transfers, and Seniority Rights~~

~~A. Weekend-Only RN Positions shall be posted and awarded based on seniority, consistent with the collective bargaining agreement.~~

~~B. RNs may transfer into or out of a Weekend-Only Position, subject to unit staffing needs and mutual agreement between the Employer and the RN.~~

~~C. If a Weekend-Only RN Position is eliminated, affected nurses shall be given the opportunity to bid on other available RN positions based on contractual seniority provisions.~~

#### ~~8.1.7 Program Review~~

~~A. The Employer and Union shall review the effectiveness of the Weekend-Only RN Positions annually to assess staffing needs, recruitment outcomes, and program sustainability.~~

~~B. Modifications to the Weekend-Only RN Position program shall be subject to negotiation between the Union and the Employer.~~



OFNHP RN 03/24/28 8:00AM

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Labor

#### ARTICLE 9 - CHILDBIRTH EDUCATORS

Childbirth educators are typically coded for 4.5 hours per week and scheduled for a fixed weekday evening childbirth education class. One (1) month in advance, educators are notified of the location and course content of each class. The classes are typically four (4) hours in duration, and regardless of the duration of the class, educators will be paid a minimum of three (3) hours for every class they instruct. In addition, the educators will be paid for all time spent in staff meetings and for class preparation time. Educators will be offered additional scheduled shifts of work to administer childbirth education films and tours of the regional childbirth facilities. On-call educators will be offered vacant shifts as far in advance as possible on an equitable basis. Educators who are ill and unable to report for work will call the department manager or Team Leader who will arrange for the instruction or cancellation of the class. Shift differential will be paid for all hours worked after 6:00 p.m. Educators will advance one (1) step on the wage scale no less than every two (2) years from date of hire.

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For Management

SK 3/24/25



TA 9/18/25  
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for KP

**ARTICLE 13 - CHARGE NURSE**

**13.A- CHARGE NURSE**

Labor Mary K. Johnson  
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**13.A.1 Definition**

13.A.1. 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:

- Managing Lead and facilitating work flow of the unit.
- Problem solving and assisting in resolution of member care issues.
- Managing 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 evaluation of team performance in meeting member needs.
- Facilitate admissions and discharges to and from the unit.

**13.A.12. 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 will be posted according to Article 16. Refer to Article 13. ~~c. Team Leader and~~ Charge Nurses Selection.

**13.A.2 Charge Nurse Selection.**

~~b. In the event that 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) will 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. A charge nurse cannot be removed from their position without just cause.~~

**13.A.3 Administrative Allotment - Outpatient & All Surgical Services**



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

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

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

#### 13.A.5 Education

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

#### 13.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 workload dispute resolution process for further alternatives.

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

Charge Nurses will not be floated out of the ~~outpatient~~ nursing module/department unless voluntarily. Charge Nurses will be subject to permanent reductions according to Article 16.D.2 (or appropriate article (these parenthesis not for printing but for noting potential change in CBA article numbering)).

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

The Employer supports service area (East, West, Washington) wide ~~team leader~~Charge Nurse meetings biannually and regionwide ~~team leader~~Charge Nurse meetings annually. Agendas will be co-developed by Charge Nurses, PCMs and Managers Medical Offices (MMOs).

Monthly ~~team leader~~charge nurse meetings at the facility level will continue to the extent they currently practice. It is suggested that these include both MMOs and PCMs.

### 13.B. CHARGE NURSE SELECTION

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

#### 13.B.2 Interview Team

Management and the Union (to include a minimum of 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 ~~Labor Partner~~ or 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.

### 13.B.3 Interviews

The Interview Team will conduct interviews and make the hiring decision by consensus. Hiring decisions will 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:

- ~~— Management reserves the right to select and hire a Charge Nurse.~~
- ~~▪ The Interview Team will continue the recruitment process.~~
- ~~▪ The Interview Team has the option of requesting a facilitator.~~
- ~~▪ If after utilizing a facilitator, consensus cannot be reached, the Charge Nurse may be selected by a majority vote of the Interview Team. Management and Labor shall an equal number of votes. Each member of the Interview Team from Labor shall have one vote.~~
- 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 ~~from~~ 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 will continue the recruitment process if no qualified candidate is identified.

### 13.B.4 Selection Announcement



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

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

~~that~~ 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) will 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. A charge nurse shall not be removed from their position without use of the IRCA Framework. 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

### 13.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.

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

#### See 13.A.1

The Relief Charge Nurse shall perform the following duties:

- Coordinate patient assignments and staffing to ensure equitable workload distribution and adequate rest and meal period coverage.
- Serve as the primary point of contact for staff, patients, and interdisciplinary teams.
- Address immediate operational issues and escalate concerns to management as needed.
- Monitor patient care activities to ensure adherence to clinical standards and policies.
- Facilitate communication among team members to promote efficient and effective care delivery.
- Document and communicate pertinent issues with the Charge Nurse team.

### 13.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 mutually agreed upon electronic platform.
- Relief Charge Nurses shall be selected based on seniority, provided all other qualifications are met.
- 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 13.B.3 **33**
- Management and the Union (to include a minimum of 3 union members chosen by the workgroup) shall review interested candidates collaboratively to ensure a fair and equitable process. Management reserves the right to select a relief charge nurse.

13.C.4 Training and Orientation

Newly selected Relief Charge Nurses will 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.

13.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.) of the regular Charge Nurse at least once every six (6) week scheduling cycle.

In cases of sudden or unscheduled absences, Relief Charge Nurses will be called upon according to the established rotation or availability while keeping seniority in regard to experience as a Relief Charge Nurse.

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 will be assigned by reverse seniority or other process as defined within the unit. Individual who has had the longest interval since last serving in a Relief Charge capacity and who is scheduled to work the majority portion of that shift shall be selected.

Should a nurse be reassigned from their regular floor duties to fulfill Relief Charge Nurse responsibilities, the Employer shall make reasonable efforts (see Article X [scheduling]) to fill the staffing gap created by that reassignment.

### **13.C.6 Compensation**

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

### **13.EF. Designation of Clinical Practice Day for Charge Nurse:**

#### **13.EF.1 Definition**

Charge Nurses shall be scheduled for one day every twelve (12) weeks (two scheduling periods) per scheduling cycle to work in the capacity of a Staff Nurse within their assigned unit.

#### **13.EF.2 Scope of Duties**

During this designated day, Charge Nurses shall perform direct patient care and typical staff nurse duties, including but not limited to bedside care, documentation, and interdisciplinary collaboration.

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

#### **13.EF.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 X[scheduling]) have been employed without success and are documented.

#### **13.EF.4 No Loss of Compensation**

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



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9/23/25  
Mary K Johnson  
Labor 1425

## **ARTICLE 16 - SENIORITY**

### **16. A Definitions**

16.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 seniority date is the same, the date of initial licensure shall determine seniority order.

16.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.

16.A.3 Departmental Seniority is defined as the length of continuous service within a specific department or unit. RNs who transfer out of a specific department or unit shall lose their previous unit department seniority.

### **16.B. Seniority Protection:**

16.B.1. ~~Adjustments to seniority date shall occur for any of the following events:~~

~~i. A break in employment with the Employer, not including leave without pay or layoff, that is less than or equal to ninety (90) calendar days.~~

ii. 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.

16.B.2. Seniority date shall be maintained during the following leaves:

i. Industrial, medical, military, family, and union leaves.

ii. **Leaves of absence for immigration-related issues such as loss of work authorization or detention.**

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

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

16.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.



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16.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.

16.D Position Shuffle, Job Bidding, & Vacancies

16.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.

16. D. 2 Notification and Transparency

1. Management shall notify the Union (through a steward, charge nurse, or other designated representative) of the need to conduct a shuffle.

2. 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.

3. 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.

16.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

16. D. 4 Expression of Interest

1. Within six (6) days, following the posting, employees may notify management in writing of their intent to participate in the shuffle.

2. The written intent must include the employee's preference for shifts, days, and/or FTEs.

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16. D. 5. Management Responsibilities

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

16. D. 6 Conduct of the Shuffle

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

16.D.7 Vacancy Posting

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

If a new position is created through the shuffle, it shall be offered again to the bargaining unit through the shuffle process before being posted in the internal system (TALEO) for broader consideration.

b. Internal vacancies remaining after completion of a shuffle shall be posted for a minimum of seven (7) calendar days via electronic posting prior to any external posting of the position.

- FTE;
- qualifications (including minimum qualifications);
- shift length, weekend obligations, call obligations (if applicable), start and stop times;
- If a single posting is displayed for multiple identical positions, the total number of positions must be included in the initial internal communication or posting;
- date of posting.



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~~c. No vacancy shall be permanently filled unless it has been posted for a minimum of seven (7) calendar days internally. Moreover, if the posting of a position is discontinued or materially changed, then the vacancy may not be filled until it is posted again in accordance with this Article.~~

**16.D.8. Job Bidding-Order of filling positions:**

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.

**16.D.5 Selection Criteria:\*\*\***

- Selection will 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.**

**16.E Additional Hours & Coded Hours Adjustments**

1. When additional hours become available but do not constitute a new full position, these hours shall be posted within the department.
2. RNs who are qualified for the affected unit and shift may apply for additional hours.

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3. 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.
4. 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..

#### **16.F Extra Shifts & Cross-Training**

1. Cross-training opportunities that do not constitute a full job vacancy shall be shared on an electronic platform.
2. RNs may elect to work extra shifts in another department or facility on an intermittent basis (see seniority process in section (16.D)).
3. 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.
4. 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.
5. 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.
6. This section is not intended to replace new graduate internship(s)/fellowship programs.

RNs may be floated according to the process outline in article 10. to a unit where they will be assigned to care for patients whose needs do not exceed the RNs maximum level of qualification. A fire life safety tour will be provided prior to the RN assuming patient care responsibilities. **16.G. Reduction in Force (RIF) & Bumping Rights**

##### **16.G.1 Temporary Reduction:**

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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 period. No bumping shall occur during such reduction.

#### 16.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** to bargain the effects of the reduction 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:

- i. Agency/Travel Nurses
- ii. Volunteers
- iii. Temporary employees
- iv. On call employees
- v. Short-hour employees
- vi. Regular employees utilizing reverse departmental seniority as defined in 16.A.3

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.

#### 16.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.

#### 16.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.

#### 16.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 ~~twenty-six (26)~~. 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.

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

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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.

#### 16.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.

#### 16.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.

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





2. Meals and Breaks

Within ~~ninety-thirty~~ninety (90/30) days of ratification, the Employer will submit a variance request to the state of Washington seeking the ability to combine meal and rest breaks. The Union commits to endorsing Employer's request, subject to the Union reviewing the variance request. Additionally, the following language will be incorporated into all OFNHP and ONA collective bargaining agreements:

For so long as it is consistent with ~~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 ~~into a continuous rest and meal break~~. Such authorization will be by workgroup/department and shift. Requests for authorizations 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 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. ~~Should any language or practice in this Article no longer be consistent with state and/or federal law, the Employer and bargaining unit shall immediately revert to a practice whereby employees will be required to take their rest breaks and meal periods separately, and the Union will engage in impact bargaining.~~

Labor 8/29/2025

Management

Laura Rohrer, RN

Sharon Visnath 8/29/25

 8/29/25 08/29/25

Evan R. Mun 08/29/25

N. Kay 8/29/2025

 8/29/2025 8/29/25

Rachel Scholzy 8/29/25

Mary K Johnson 8/29/25

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1. Bereavement Leave

All OFNHP and ONA collective bargaining agreements will be amended as follows:

1. The number of paid bereavement days allowed per occurrence will be increased from three (3) to four (4) days; ~~four (4) days to forty-eight (48) hours, prorated for FTE.~~
2. Employees will receive two (2) ~~twenty-four (24) two (2) additional bereavement days~~ hours days when travelling over two hundred fifty (250) miles, rather than the current three hundred (300) miles.
3. ~~Once per calendar year, employees may take an additional 48 hours of bereavement leave, prorated for FTE.~~ Once per calendar year, employees may use the paid bereavement day benefit as outlined in #1 and #2 above upon the death of an individual with whom they employee have a close association that is the equivalent of a family relationship, but who is not already defined as family in this section:
- 3-4. ~~Revise family language to use gender neutral terminology (e.g., "parent" instead of "mother" or "father")~~

All other terms regarding bereavement leave would remain as they exist in the current agreements.

Labor 8/29/2025

*Pamela Rober, RN*

*RW* 8/29/25

*Gina R. Man* 08/29/25

*N. Eag* 8/29/25

*[Signature]* 8/29/25

*[Signature]* 8/29/25

*Rachel Scholz* 8/29/25

*Mary K Johnson* 8/29/25

Management

*Shake [Signature]* 8/29/25

*[Signature]* 08/29/25

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## ARTICLE 19 - HOLIDAYS

### 19.A. GENERAL

**19.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, ~~the day after Thanksgiving, December 24<sup>th</sup>~~ and ~~Christmas Day, December 25<sup>th</sup>~~. The observed holidays shall be split into Group A and Group B Holidays as follows:

**19.A.1.a. Group A Holidays:** ~~Thanksgiving Day, the day after Thanksgiving, December 24<sup>th</sup>, December 25<sup>th</sup>, and New Year's Day.~~

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

**19.A.1.c.** ~~All holidays (except for New Year's Day) shall be defined as occurring from 0000-2359 on the listed day of the holiday.~~

**19.A.1.d** ~~The New Year's Day holiday shall be observed starting at 1500 on December 31st until 2359 on January 1st.~~

**19.A.1.e.** ~~Holidays will 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.~~

**19.A.2** ~~Holiday hours paid~~ Paid holidays (not worked) shall be counted into the calculation of overtime and shall not be counted into the calculation of consecutive day pay.

**19.A.3** ~~There shall be no deduction in pay for the observance of the foregoing holidays for employee RNs who have been on regular employee RN status for at least thirty (30) consecutive calendar days prior to the holiday. Such employee RNs working on one (1) days of the foregoing holidays shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay in addition to their regular rate of pay for the holiday.~~

~~For Urgency Care and Continuing Care Service employee RNs, the actual legal holiday worked shall be paid at the overtime rate of pay. When the Kaiser Permanente designated holiday is different than the actual national holiday, employee RNs working the Kaiser Permanente designated observed holiday will be paid at the regular rate of pay.~~

~~Pay for holidays not worked shall be on the following basis:-~~



~~There shall be no deduction in pay for biweekly coded hours for the observance of the foregoing holidays for employee RNs who have been on regular employee RN status for at least thirty (30) consecutive calendar days prior to the holiday.~~

~~Employee RNs shall be paid holiday pay equal to ten (10) percent of the straight time compensated hours in that pay period or ten (10) percent of the biweekly coded hours whichever is greater.~~

#### 19.A.3 Holiday Scheduling

- a. Volunteers will be assigned first and will be offered the shifts in the following order with manager approval:
  - i. Employees regularly scheduled to work the day on which the holiday falls
  - ii. Core RN staff within the same department
  - iii. Qualified and trained RNs within the same bargaining unit
  - iv. Qualified and trained RNs within the service line
  - v. Qualified and trained RNs within the NW region
- b. If there are not enough volunteers to cover the holiday shift, the shift will 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.
- c. Once staff volunteer, or are assigned a holiday shift, they are required to fill that shift unless explicitly released by staffing office or their direct supervisor.
- d. Management may assign full shifts and will consider partial shifts but are under no obligation to schedule partial shifts.
- e. Holiday shifts will be awarded via normal scheduling process.
- f. Holiday shifts will be staffed so that a minimum of 50% of the RNs are core staff.
- g. RNs shall not be required to work more than one (1) holidaytwo (2) holidays from Group A and one (1)two (2) 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.

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

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

19.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.

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

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

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

19.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.

19.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 employee's BAH or coded hours, whichever is greater.

#### 19.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.



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

19.B. 12-HOUR SHIFT AGREEMENT—HOLIDAYS (See also Appendix F & G) FLOAT HOLIDAYS

In recognition that a 12-hour shift pattern of scheduling may result in an inequitable distribution of working holidays for some individuals, the work group will establish the holiday schedule defined as the day before Thanksgiving until New Year's Day, not later than July 31 of the year in which the holiday falls. The holiday schedule will reflect employee's preferences whenever possible and will reflect the working of Group A holidays on a rotational basis in accordance with operational needs.

Employees may trade scheduled holidays by mutual agreement as long as it does not drive additional non-holiday overtime. A work group will be established from each area, requests from employees will be taken and the previous years' work schedule will be considered. If the work group cannot reach consensus on the holiday schedule, then the Employer will have final authority to resolve the holiday schedule.

19.B.1 All bargaining unit members with benefit-eligible employment shall have three (3) 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 per the National Agreement language covering attendance.

19.C. FLEXIBLE PERSONAL DAYS

19.C.1 All benefit-eligible bargaining unit members with one year of benefit eligible employment or greater shall have three (3) float holidays and two (2) sick leave days converted to Flexible Personal Days. Thereafter, on an annual basis they will have five Flexible Personal Days. These days will be administered and used per the National Agreement language covering attendance. For new employees with less than one year of service determination of Flexible Personal Days will be worked out prior to implementation of the National Attendance Program/language in 2006. The parties agree to fair and equitable treatment of this group relative to this issue. be granted two (2) shifts (equal to average shift length or 1/10th 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.

19.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 two (2) shifts.

19.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 as allowed by operational need.

19.C.3. RNs are eligible to use Flexible Personal Days after ninety (90) days of continuous service as a regular RN.

#### 19.D. PERSONAL BIRTHDAY HOLIDAY

19.D.1. RNs with at least ninety (90) days of continuous service shall be entitled to a personal birthday holiday, compensated at their regular rate of pay.

19.D.1.a. If the RN's birthday falls on one of the designated holidays or the RN's regularly scheduled days off, the following regularly scheduled workday shall be observed as the birthday holiday:

19.D.1.b. The RN may request to substitute a different day for the birthday holiday upon mutual agreement with the Employer. The RN is responsible for submitting their request to their supervisor at least one (1) month in advance of the requested date. The requested substitute birthday holiday shall not be unreasonably denied.

#### 19.D SHORT-HOUR, TEMPORARY, AND ON-CALL EMPLOYEES

Short-hour, temporary and on-call employee RNs who have been on the payroll for at least thirty (30) consecutive days prior to a holiday shall receive no pay for holidays not worked but shall receive one and one-half (1-1/2) their regular rate of pay for all work performed on the holidays referred to in Section A.

#### 19.E Prime Time Requested Time off

##### 19.E.1 Holiday Prime Time

Federal Holidays (Martin Luther King Jr, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day)

Day before and after Thanksgiving

Winter Break (to include December 24, December 25, December 31 and January 1)

Spring Break

19.E.2 Reasonable efforts shall be made to grant all prime-time vacation requests. RNs who were approved for five (5) or more prime time days off in the previous calendar year will not be prioritized for the same prime time period in the following year.

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19.E.3 If the prime time remains/becomes available 3 months in advance, any RN may submit for consideration for this time off.

19.E.4 Dates of awarded prime time shifts shall be provided to the units via e-mail and physical bulletin board of the concluding calendar year of awarded prime time off.

**ARTICLE 21 - LEAVES**

**21.I. EMERGENCY DAY "EWOP"**

Employee 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.

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#### ARTICLE 29 - CORRECTIVE ACTION

Note: Please refer to the National Agreement Section 1.L.1(a)

- 29.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 is mutually agreed appropriate.
- 29.B. The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.
- 29.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 ~~required~~ 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.
- ~~An RN shall have the right, and shall be informed thereof, to have a Union representative of their own choice accompany him/her them to any meeting which could result in Corrective Action, and to participate in the joint discovery process.~~
- 29.D. Corrective Action shall be for just cause only and will embody the principle of progressive discipline, where the Employer reserves the right to determine the appropriate level of Corrective Action. However, the Employer acknowledges that prior to making a decision, the Employer shall engage in joint decision-making with the Union and consider utilizing the Issue Resolution Procedure where appropriate.
- 29.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
- 29.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.

29. 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.

~~29.G. Any level of Corrective Action shall automatically expire no later than one (1) calendar year from the date of issuance, unless the employer has provided written notice of intent to conduct an additional joint discovery related to the corrective action prior to the expiration. Any attempt to extend, renew, or reissue the same Corrective Action after expiration without such notice shall be invalid and unenforceable.~~

29.H. The Corrective Action shall be removed from the RN's employee file upon expiration.

~~Any level of Corrective Action shall expire no later than one (1) calendar year from the date of issuance, without exception, and shall be removed from the RN's employee file upon expiration.~~

If the RN disagrees with the Corrective Action administered, he/she/they may pursue the matter through the contractual grievance procedure.

**ARTICLE 32 - PROBATIONARY PERIOD**

Regular, short-hour, **casual**, temporary and on-call employees shall be considered probationary during the first **one-hundred twenty (120)** calendar days of their 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 employee who moves into a new RN graduate position will have **one-hundred twenty (120)** calendar days of probation. Current qualified KPNW employees with good work and attendance records and positive evaluations who apply for new graduate positions will be hired over external applicants.

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TA for labor

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APPENDIX-G

Inconsistent Pay Practices

~~Parties agree that the practice of paying time and a half for those employees working less than 40 hours while attending meetings/training before they work 40 hours should be discontinued.~~

~~The timing of the change in practice will be phased in over the next 6 months.~~

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APPENDIX H

~~Compensation Review Committee~~

~~The parties agree as part of the 2005 negotiations to establish a Compensation Review Committee. The Committee will review group (job classification) concerns. The process shall be as follows:~~

- ~~1. The Union or the Employer may raise a salary, differential, or premium pay issue.~~
- ~~2. Either party may request the Committee to convene to examine an issue. The Committee will be composed of three Union members (may include Internal Organizer) and three management members. Two members of each party will be considered a quorum.~~
- ~~3. The individual, group, job, or responsible manager will appear before the Committee to present the concern/issue.~~
- ~~4. The Committee will then request relevant data from appropriate sources (outside and inside equity data from Compensation, recruiting/vacancy data from H.R. Employment, etc.);~~
- ~~5. Based upon relevant data, and using BPS and Partnership Principles, the Committee will recommend to adjust a salary or salary schedule, or to not make an adjustment. If the Committee is unable to reach consensus, the decision will default to no change.~~
- ~~6. If the requestor is not satisfied with the Committee recommendation, the requestor may refer the issue to the senior medical manager in Health Plan who will work with the senior leader of the union to resolve the matter.~~
- ~~7. The senior leaders will review the decision, uphold same, or come to a different conclusion.~~

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~~8. Decisions by senior leaders are final and binding, not subject to the grievance procedure.~~

~~9. Requests will be processed within 90 days of the submitting to the Committee. Any salary change will be effective when the action is completed. If the Committee completes~~

~~its action after 90 days and the salary change is approved, the salary change will be effective on the 91st day after the request date.~~

#### ~~Post-Ratification Compensation Review~~

~~The Compensation Review Committee shall be convened in October, 2005, to consider compensation issues left unresolved from 2005 negotiations. Issues that will be referred include, but~~

~~not limited to;~~

~~1. The appropriate step placement when a represented Kaiser Permanente employee is hired into the R.N. Bargaining Unit.~~

~~2. Differentials~~

~~3. Education Fund Level~~

~~4. In Lieu of Benefits~~

TA  
For management

5/14/25



For Labor

5/14/25

Mary K Johnson RN



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Received @ 9:50 am

**EXHIBIT 1**  
**Hiring of Positions Exhibit**

*Illustrative example only*

$$\text{Demonstrated Need Ratio} = \frac{\text{Straight Time FTE} + \text{Overtime FTE} + \text{Agency FTE}}{\text{Straight Time FTE}} > 1.5$$

A permanent position(s) will be submitted for approval when there is demonstrated need for additional work in excess of one-and-one half times (1.5x) the straight time FTE in the operational area unless that position(s) is actively posted.

<b>EMERGENCY SERVICES - KSMC</b>					
<b>RN FTE Type</b>	<b>2021Q2</b>	<b>2021Q3</b>	<b>2021Q4</b>	<b>2022Q1</b>	
<b>Total FTE</b>	<b>60.3</b>	<b>59.8</b>	<b>57.3</b>	<b>53.6</b>	
<b>OT FTE</b>	<b>12.7</b>	<b>16.0</b>	<b>12.7</b>	<b>11.5</b>	
<b>Agency FTE</b>	<b>4.7</b>	<b>7.3</b>	<b>11.6</b>	<b>11.5</b>	
<b>ST FTE</b>	<b>42.8</b>	<b>36.5</b>	<b>33.0</b>	<b>30.6</b>	
<b>Actual Ratio Results</b>	<b>1.4</b>	<b>1.6</b>	<b>1.7</b>	<b>1.8</b>	
<b>Demonstrated Need Ratio (1.5x)</b>	<b>1.5</b>	<b>1.5</b>	<b>1.5</b>	<b>1.5</b>	
<b>Variance: Actual results vs Demonstrated Need Ratio (1.5x)</b>	<b>(0.1)</b>	<b>0.1</b>	<b>0.2</b>	<b>0.3</b>	
<b>Demonstrated Need FTE</b>	<b>0</b>	<b>5.0</b>	<b>7.8</b>	<b>7.7</b>	

**Positions Currently Posted**

Dept Name	Hiring Manager	Req ID	Req Status	Job Group	FTE	Shift	Work Days	Replacement Type	Ext Post Start	Days Posted
EMERGENCY	Freeman	123456	Open	RN	0.9	Day	Thu, Fri, Sat	Addition New Headcount	11/1/21	10

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EMERGENCY	Freeman	799012	Open	RN	0.9	Night	Mon, Tue, Wed, Thu	Replacement	9/1/21	7
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TA  
for  
Morgan  
5/14/25

For Labor  
Morgan K Johnson 1500  
5/14/25



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in this example, the calculation indicated that in Q1 2022 there was a demonstrated need for 7.7 FTE. There are currently 1.8 FTE posted and 5.9 FTE would be submitted (7.7 demonstrated need less the 1.8 FTE already posted).

~~4/2/2020~~

**Current Positions Posted:**

~~in this example, the demonstrated need in 2022 Q1 is zero, therefore no positions will be submitted as a result of this calculation~~

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Received @ 2:54 pm

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, AFT  
LOCAL 5017

11560 SW 67<sup>th</sup> Ave  
Tigard, OR 97223

~~11560 SW 67th Avenue Portland, Oregon~~  
~~97232~~

(503) 657-9974

itsmyunion@ofnhp.org

2

TA  
for Margaret  
5/14/25

So

For Labor  
Mary K Johnson  
5/14/25  
1500



