

AGREEMENT

BETWEEN

KAISER FOUNDATION HOSPITALS

AND

**KAISER FOUNDATION HEALTH PLAN
OF THE NORTHWEST**

AND

**OREGON FEDERATION OF NURSES
AND HEALTH PROFESSIONALS**

AFT HEALTHCARE – LOCAL 5017 • AFL-CIO

PROFESSIONAL EMPLOYEES

October 1, 2010 - September 30, 2012



HUMAN RESOURCES DEPARTMENT

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

Professional Employees

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PREAMBLE

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

ARTICLE 1 – RECOGNITION

A. List of Jobs Recognized in the Bargaining Unit

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

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

B. Modified Jobs

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

C. Unrepresented Employees

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

D. New Job Titles

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

ARTICLE 2 – DEFINITIONS

A. Role of Team Leads

The employer and the union support the creation and maintenance of administrative structures that promote quality patient care by increasing the efficiency of work groups and supporting a positive and constructive relationship between team leads and bargaining unit members. We recognize that this may require new roles for team leads and supervisors and new accountabilities for union members as they

develop new and different relationships while acting on the values of the Labor Management Partnership and carrying the responsibilities required of them by this agreement. We understand that these types of changes are already underway in some departments and should be sustained and supported.

Therefore, we agree that:

1. Existing arrangements regarding the number and role of team leads as they currently stand should continue until such time as the parties are able to use the experience gained to review and evaluate the effectiveness and nature of the team leader positions. Either party may request a review at any time after one year from ratification and both parties will participate in good faith using interest-based problem-solving processes.
2. Such a review may include:
 - The numbers and locations of team leads
 - Their role and activities

B. Selection of Team Leads

A process for team lead selection and de-selection will be adopted by the parties when there is a determination to continue or establish the role of Team Lead. In the case of the employers' involvement in the selection of a Team Lead, and the Team Leads' role includes the integration into the departments' management and decision making structure, the employees will maintain the option of selecting an employee representative for integration into the same management and decision making structures.

C. On-Call Employee

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

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

1. Wages

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

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

2. Scheduling/Availability

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

On call staff must be available to work two shifts per month and during one holiday period per year. This may be adjusted and/or waived by joint decision making within a work group.

On call staff will be pre-scheduled per departmental guidelines and will not be required to work unless pre-scheduled. They may choose to be unavailable for work for up to four weeks per year.

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

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

D. Short-Hour Employee

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

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

1. Wages

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

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

2. Scheduling/Availability

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

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

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

ARTICLE 3 – UNION SECURITY

A. Required Membership

1. All present employees in classifications covered by this Agreement shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.
2. All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.
3. Any current employee of the Northwest Region who transfers to a position covered under this Agreement shall not be required to pay any initiation fees upon transfer, but shall pay Union monthly dues or fees equal to such dues.
4. Employees who are required to join the Union or pay regular fees and who fail to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any employee is terminated for failure to comply with the provisions of this Article. In cases where termination of an employee would result in a critical staffing situation, the sixty (60) day period may be extended by mutual agreement between the parties. The Union will not unreasonably deny such an extension.
5. A Union representative shall have the opportunity to meet with the newly hired employees as part of the Regional Orientation process for the purpose of furnishing them with information about the Union. The Union's segment will be prescheduled during the Regional Orientation day and will consist of approximately one (1) hour, with a minimum guarantee of thirty (30) minutes. Orientation is considered as paid time for the orientee.
6. As provided by Federal Law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled and the employee shall make contributions to a tax-exempt, non-religious charitable organization of his/her choice.
7. The Employer and the Union shall equally share expenses for the printing of an adequate supply of copies of the Agreement by a union print shop. The Employer will provide office support for the data entry of the ratified contract, and will make a good faith effort to provide the Union with a compatible disk upon completion. The Employer shall provide copies of this Agreement to all new employees at the time of employment.

B. Payroll Deduction of Dues

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

2. The Employer will deduct biweekly Union dues for those employees who have voluntarily signed an agreement authorizing such deductions.

C. Employee Notices

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

D. Bargaining Unit Work

1. KFHP employees regularly performing job responsibilities customarily performed by Bargaining Unit employees will be subject to all the Articles of this Agreement.
2. The parties recognize that to maintain the orderly and timely provision of patient care, it may be necessary to utilize non-Bargaining Unit employees. This practice will not result in the layoff, either partial or total, of Bargaining Unit employees and will be in compliance with licensure laws and regulations.
3. Temporary or agency personnel shall not be used to perform work customarily performed by Bargaining Unit employees, except for meeting temporary, peak workloads, emergency needs, and when all methods to deliver care with Bargaining Unit employees has not been sufficient to meet staffing needs.
4. The parties agree that because of the specialized skills performed by the Bargaining Unit, employees in supervisory positions may participate in the provision of care, which is primarily performed by Bargaining Unit employees. It is understood that this practice will not result in layoffs or erosion of Bargaining Unit positions and that supervisory positions will only be created in work groups which include at least one Bargaining Unit position.
5. When Bargaining Unit employees are unable to accommodate the volume of patient care needs, cannot provide specialized care required by a patient, or during the provision of low volume services, the employer may refer the care to outside subcontractors, provided the referral does not result in layoffs or erosion of the Bargaining Unit. If the subcontracting continues for an extended period of time due to vacancies, the parties will meet to discuss recruitment and retention actions.

E. Indemnification

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

F. Union Access

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

G. Union Representatives and Union Activities

1. Officers, delegates and stewards of the Union or Employees designated to attend programs of the Union including, but not limited to, conventions, may be granted time off for such purposes. Time off shall be without pay. Requests for time off should be submitted as early as possible to the desired time off whenever possible. Such time off shall not be unreasonably denied.
2. The Employer will allow one (1) but may allow with mutual agreement with the Union more employees from the Bargaining Unit to be on a Union-related leave at any one (1) time for a period of time up to one (1) year, and may be extended beyond one (1) year if the Union business is on-going. The limit in this paragraph shall not be applied to Article 3, G.1.
3. Upon application for reinstatement at the expiration of the former assignment(s) provided such employee notifies the Employer of their intent to return to work thirty (30) calendar days in advance and provided that said employee is still qualified to perform the applicable job duties, after orientation to new technology and processes. An employee who requests reinstatement prior to the expiration of their leave will be given preferential consideration for openings for which they are qualified.
4. The Employer may hire Temporary replacements if unable to fill vacated positions with On-Call employees.
5. The Temporary employee may be hired for the duration of the leave. If applicable Union pension trustees shall be made whole for time spent in trust meetings by the Employer when meetings occur during the employee's normal work shift.

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

ARTICLE 4 – COMPENSATION/PAY PRACTICES

A. Base Salary

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

B. Tenure Placement

1. New employees hired by the employer will be placed on a tenure step based on the employee's previous experience in their discipline. Year for year tenure credit will be given for all previous experience in similar job positions in which the employee was employed on a basis of at least twenty (20) hours per week. Credit for previous experience of less than twenty (20) hours per week shall be prorated on the basis of one (1) year tenure credit for every three (3) years of experience.
2. Upon ratification of this agreement and for the duration of 2002, new employees with four or more years' experience will be placed at tenure step four (4). Beginning January 1, 2003, and on each subsequent January 1 through 2005, the cap on tenure placement will advance by one step until the cap reaches step seven (7).
3. During 2002, any incumbent employee with four (4) or more years of experience and placed at tenure step 3 will be advanced to tenure step 4 at the time a newly hired employee is placed at tenure step 4 in their same job title.
4. Upon ratification, all employees currently salaried in the merit compensation program will be placed on a tenure step scale that has been constructed from the merit range in effect prior to ratification. Each employee will be placed on the newly constructed scale and the tenure step that reflects the salary rate equal to or greater than their current rate.
5. The initial placement process in paragraph 4 above may result in the tenure step placement of an employee from the merit program at a step that does not reflect all their years of previous experience. In such a case, the employee will be advanced one (1) tenure step on January 1, 2003 and one (1) tenure step on January 1, 2004 if necessary to reflect their previous experience as described in paragraph 1 above.
6. In the event a dispute arises regarding tenure placement process, either party may appeal to the Salary Review Committee for resolution. The committee members will be identified within sixty (60) days of ratification of the contract and will consist of two (2) representatives of the employer and two (2) representatives of the union. The issues appealed to the Salary Review Committee will be resolved by consensus and not subject to the grievance procedure.
7. Fourteen Year Step: Employees will have their salary adjusted to the fourteen-year step if the employee has worked fourteen years in their current job title in any Kaiser Permanente Region without a break in service of six (6) months or less. Employees with breaks in service prior to the ratification of the current Agreement dated February 25, 2002, will receive credit for all Kaiser Permanente experience in their current job title both before and after the break in service. The employee's salary may or may not be at the 2003 current step prior to the adjustment (e.g., salary may skip steps).

Employees promoted to a higher paying job within the OFNHP Bargaining Unit shall receive the fourteen year step after fourteen years in the new job, or six years at step 9 (seven years for 8 step structures, eight years for 7 step structures), whichever comes first. However, no such promoted employee shall suffer a loss of income comparing the salary job rate of the new job to the salary rate of the old job.

Employees promoted from one job to another within the Bargaining Unit (for example from N.P./P.A. grade 14 to grade 15) will be promoted to the salary step in the new job that provides a salary increase effective with the date of transfer.

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

8. Effective October 1, 2005, each Nurse Practitioner, Physician Assistant, and Certified Nurse Midwife will be placed at Step 11 if they have achieved sixteen years in their current job title in any Kaiser Permanente Region or Step 12 if they have achieved twenty (20) years in their current job title in any Kaiser Permanente Region.

9. In the event a hard to recruit position is identified through the LMP process the candidate should be offered year for year credit for work experience and may be hired into a tenure step above the current cap.

Clarification: Pay is step for step, but max is Step 9. Step 10 and above require Kaiser Permanente experience.

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

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

C. Salary Progression

On the anniversary date of hire a tenure salary employee will move to the next step on the tenure scale.

D. Medical/Legal Court Appearances

1. Obligatory Court Appearances in Defense of Kaiser Permanente Cases

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

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

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

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

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

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

3. Legal Cases Unrelated to Kaiser Permanente

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

E. Professional Liability Insurance (Malpractice)

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

1. The insurance shall be in a form and in an amount not less than that required by the medical staff bylaws at any hospital at which the professional is required to maintain clinical privileges. If the professional does not maintain these outside privileges, the insurance shall be in the form and amount determined by Kaiser Foundation Health Plan.
2. The insurance shall protect against claims by third parties arising out of acts or omissions of the professional in performance of services for KFHP or authorized in writing by KFHP.
3. The insurance may include such alternative risk management programs as KFHP may select, including self-insurance.
4. The insurance shall be subject to the restrictions and limitations provided by KFHP's insurance coverage.
5. In no event shall KFHP be required to provide insurance coverage for intentional wrongful acts or acts outside the scope of the professional's employment with KFHP.
6. KFHP may, in its discretion, elect to provide insurance coverage for volunteer activities outside of the professional's employment with KFHP. The professional must request such coverage in writing and KFHP will give notice of insurance in writing if KFHP elects to provide coverage. The professional must not receive remuneration, cash or in-kind, in order to be eligible for coverage.

F. Mileage Reimbursement

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

G. Continuing Care Services Computer Data Transfer Areas/Mileage Reimbursement

The employer will install and make operational computer data transfer areas in Kaiser Permanente facilities. These locations will be geographically distributed around the Portland/Vancouver metropolitan area. Currently such areas exist in Salmon Creek, Cascade Park, and Mt. Scott Medical Offices. Within 90 days of ratification, Kaiser Permanente will make best efforts to install computer data transfer areas in the following additional KP facilities: Rockwood and Tualatin Medical Offices, Mother Joseph Plaza, and Lake Road Nephrology Clinic.

Within 90 days of ratification, employees may use these locations at the start or end of their workday, and calculate miles to their first or from their last activity of the day to this transfer area as employer paid mileage.

H. TEAM Payment

The Bargaining Unit members will participate in the Employer's variable compensation program, TEAM, as determined by current program eligibility criteria. As outlined in the Program, the annual earned payout for TEAM occurs in April or May following the calendar year of the Program. Thus, earned payouts for TEAM will be distributed in April or May of each year. It is understood that the Employer may modify the TEAM Program (including payout dates) to better align it with the Organizational Mission, Goals, and Objectives, and will set annual targets.

Per the National Agreement, Bargaining Unit members will not receive a payment from both TEAM and the National Partnership Sharing Program in the same year, but will receive a payment from only the program that provides the higher payout.

Note: Please refer to the National Agreement Section 2.A.3 for additional language.

ARTICLE 5 – DIFFERENTIALS/ADDITIONAL COMPENSATION

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

A. Standby

1. An employee will be paid \$4.00 per hour for the hours on standby.
2. The limits of the amount of standby for any work group shall be subject to joint-decision-making.
3. Standby pay will be dispensed regardless of whether the employee is called in.
4. When an employee is on standby on a holiday, PTO shall not be debited.
5. For the duration of callback, the standby differential shall remain in effect in addition to the standard rate of pay for all hours worked.

B. Callback

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

C. Additional Direct Patient Care Duties

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

D. Shift Differentials

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

1. An employee working a shift of four or more hours starting at or after 1200, and ending after 1800 shall receive the evening shift differential. An employee working a shift of four or more hours starting before 0600 shall receive the night shift differential
2. Eligibility for night-shift differential occurs if the majority of the hours occur between midnight and 0800. If the hours worked fall equally between the two shifts, the employee will be paid at the higher differential.
3. Differentials will be additive if more than one criteria apply to those hours worked (for example, the night of a holiday).
4. Effective April 1, 2002, the following differentials above the employee's hourly equivalent rate of pay will apply:
 - a) Evenings: \$3.00 per hour.
 - b) Nights: \$6.00 per hour.

5. Effective January 1, 2003, the following differentials above the employee's hourly equivalent rate of pay will apply:

a) Lead employees will receive a differential of \$1 per hour.

b) A joint Labor-Management Committee has developed criteria to implement the Physical and Occupational Therapist Advanced Certification Differentials described in the current Agreement Article 5 D 5. The criteria are as follows:

1. Qualifying Certifications

- Orthopedics
- Hand Therapy
- Pediatrics
- Women's Health
- Lymphadema
- Sports Medicine
- Neurology

2. Expected Additional Duties for Specialty Certified Individuals

- Inservice of Staff
- Developing Treatment Guidelines
- Consultation with staff
- Specialty caseload (at least at a level to maintain certification)

3. Education Expectations

- Specialty Certification
- Continuing Education required to maintain Certification

4. Granting Differential

- Positions will be posted in specialties listed above in the quantities required by the Department.
- Positions may have a designated location and/or Region-wide duties.
- Qualifications will be developed jointly and state type of National Certification required as well as experience.

E. Holidays

1. If an employee works on a holiday, PTO will not be debited.

2. During the first 90 days of employment, an employee will not need to use PTO hours for the holiday. This holiday pay will be available immediately upon hire. Starting with the first of the month following his/her first 90 days of employment, the employee will need to use PTO hours.

3. The following holidays are recognized:

- a) New Year's Day
- b) Memorial Day
- c) Independence Day
- d) Labor Day
- e) Thanksgiving Day
- f) Christmas Day

4. On a holiday the employee will be paid 1.5 times the employee's hourly equivalent rate of pay for all hours worked. Employees scheduled to work the night shift shall receive the holiday rate of pay from 1800 the evening prior to the beginning of the holiday to 0800 on the morning after the holiday.

Note: Please see Appendix H on page 92 for 2006 update to Holidays and other benefit adjustments.

F. Stipends

- 1. If an employee is required to work in a clinic in another service area other than his/her normal clinic location (Portland, Salem, Longview/Kelso) the employee will receive a stipend of \$100 for each half-day session and mileage reimbursement.
- 2. Continuing Care Services Nurse Practitioner After-Hours Call: For the purposes of addressing the mutual interest of appropriate pay for after-hours call (standby) and callback within the Continuing Care Services Department and for the Nurse Practitioners who work with the Long Term Care Program, there is an additional stipend of \$700 per quarter year for each nurse practitioner who participates in CCS after-hours call (standby) to compensate for the additional work expectations.

G. Urgent Care - Premium Pay Program

All Nurse Practitioners and Physician Assistants who work in the departments of Family Practice, Internal Medicine, and Pediatrics are required to work in Urgent Care Clinics (UCC) on evenings, weekends, and holidays as established in work unit's service area. Family Practice and Internal Medicine Nurse Practitioners and Physician Assistants will also participate in the back-up rotations for the Urgent Care Clinics.

1. Pay Practice Guidelines

- a) Any Nurse Practitioner or Physician Assistant who works evening or weekend UCC shifts urgent care clinics will receive an \$8/hour premium in addition to their regular pay. Such employees will receive twelve (\$12.00) per hour premium when working a UCC clinic on a holiday on the same basis as holiday pay as outlined in Article 5E.
- b) All differentials and the remainder of the Pay Practices Guidelines apply.
- c) Regular and on call Nurse Practitioners and Physician Assistants qualify for the UCC premium. Nurse Practitioners and Physician Assistants working in Internal Medicine, Family Practice, Emergency Centers, and Pediatrics qualify for the UCC premium.

- d) The Urgent Care Premium rate is paid for all hours worked on weekday evenings, weekends, and holidays. Weekday urgent care premium is paid for work Monday through Friday, 1800 to 0700.
- e) Nurse Practitioners and Physician Assistants will be paid for all hours of direct patient care in UCC that extend beyond their usual shift in 15-minute increments.

2. Scheduling Urgent Care Weeknight and Weekend Shifts

Each urgent care location will continue its current UCC scheduling practices. Changes to current practice may be implemented via the LMP process as defined by the National Agreement (see sections: Issue Resolution & Corrective Action).

a) Urgent Care Weeknight Shifts

Primary Care Nurse Practitioners and Physician Assistants will be expected to work weeknight urgent care shifts as part of their base schedule unless they request to work weeknight shifts above their base schedule for extra compensation.

- 1) Nurse Practitioners and Physician Assistants working .65 FTE or greater in Primary Care will be expected to potentially shift up to three hours from daytime clinic into evening urgent care clinic each week.
- 2) Nurse Practitioners and Physician Assistants working less than .65 FTE in Primary Care will be expected to potentially shift up to three hours from daytime clinic into evening UCC other week.
- 3) Adjusting Clinic Schedules to Accommodate Weeknight UCC:
 - a. Nurse Practitioners and Physician Assistants are required to have a minimum of a 12-hour rest between scheduled shifts unless the Nurse Practitioner or Physician Assistant waives this right.
 - b. Clinic schedules will start later on the day of or the morning after a Nurse Practitioner or Physician Assistant is scheduled to work a weeknight UCC shift.
 - c. Other arrangements for time out of clinic can be made on an individual basis with prior approval by health plan supervisor per clinic scheduling process. This time out of clinic cannot be accrued and must be taken within the same pay period as the UCC shift.
 - d. Nurse Practitioners and Physician Assistants working mandatory weekend shifts have a regular weekday shift “off” within a two-week period at the employee’s discretion. If the employee chooses to work that day, the employee will be paid extra compensation per contractual pay practices.
- 4) Scheduling travel time for weeknight UCC
 - a. Primary Care Nurse Practitioners and Physician Assistants working a weeknight urgent care shift will have (paid) administrative time built into their daytime schedule to accommodate for travel time, and a 30-minute

break. This accommodation will not apply if the daytime shift ends 3-hours or more prior to the start time of the after hours UCC shift. Travel time will be based on the applicable KPNW policy regulating the time allocated for travel from one facility location to another. Mileage between facilities for business is reimbursable.

b) Urgent Care Weekend Shifts (Adult Primary Care and Pediatrics)

Primary Care Nurse Practitioners and Physician Assistants may be scheduled to work weekend urgent care shifts.

- 1) Nurse Practitioners and Physician Assistants working .65 FTE or greater will be expected to work one (1) weekend day per month and be back-up one (1) weekend day per month.
- 2) Nurse Practitioners and Physician Assistants working less than .65 FTE will be expected to work one (1) weekend day every other month and be back-up one (1) weekend day every other month.

Weekend shifts may be scheduled as a back up shift or as a regularly scheduled shift. Nurse Practitioners and Physician Assistants are at-risk of being scheduled one weekend per calendar month. Weekends may not be split up without consent of the employee.

3. Adult Primary Care AC's will provide backup coverage for their regularly scheduled UCC setting.

a) Backup

- 1) AC's may be called in to assist in reducing prolonged patient waits, at the discretion of the clinicians present, only after the backup physician has been called in. Backup will also be called to fill unscheduled absences of AC's.
2. AC's providing backup will be paid for hours worked, with a minimum of three hours compensation, in accordance with the current pay practice guidelines, shift differentials and premium pay practices.

b) Standby

- 1) Standby shifts will not exceed one day per week, Monday through Friday, or one weekend per month.
- 2) Standby is paid for the entire shift.

c) Using the LMP process, local groups have the option of refining the backup system to meet specific local needs. All backup systems will be monitored to ensure effectiveness. The backup system of any group which resorts to using the supernumerary list twelve or more times per year will be reviewed, and potentially modified, using an LMP process.

4. Nurse Practitioner or Physician Assistant UCC Supernumerary List

Note: This section on supernumerary lists does not apply to the Emergicenter.

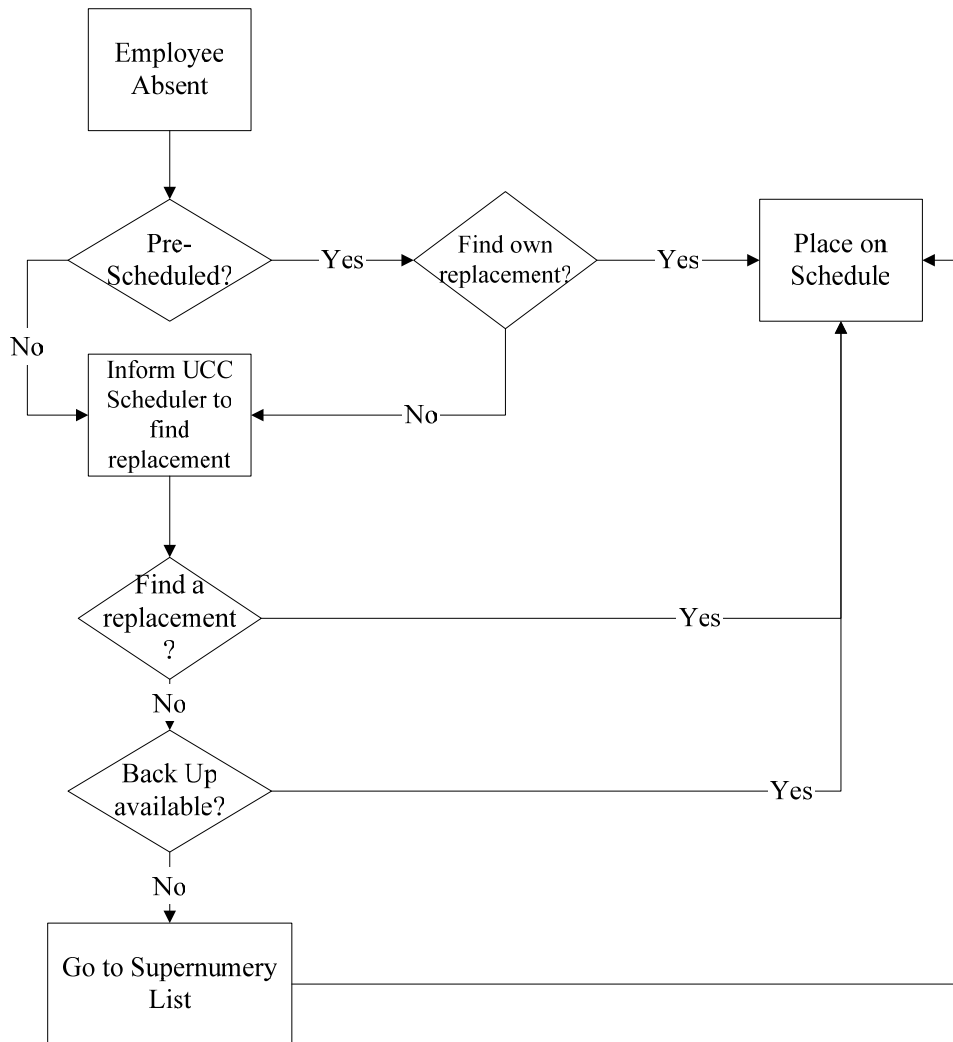
A supernumerary list will be maintained as the method of last resort for filling vacant NP/PA urgent care shifts. Prior to using the supernumerary list (as illustrated in Chart), the following should occur to fill the shift:

- a) The AC originally assigned to the shift should try to find a replacement (time and situation permitting)
- b) The scheduled back-up person should be called in

The supernumerary list can be used to fill the vacated back-up shift and/or to fill an AC shift which remains vacant. Shifts filled from the supernumerary list will receive compensation at twice the regular hourly rate for that shift, plus shift differentials and pay premiums that apply. There is also a guarantee of a minimum of 3 hours per call-in regardless of hours worked.

PC AC's are required to have a 12 hour rest period between scheduled shifts (including back-up shifts), unless they waive this right.

Flow Diagram of Process when Staff are Absent



Using the LMP process, local groups have the option of refining the backup system to meet specific local needs. All backup systems will be monitored to ensure effectiveness. The backup system of any group which resorts to using the supernumerary list twelve or more times per year will be reviewed, and potentially modified, using an LMP process.

5. Participating in the Urgent Care Holiday Rotation

a) Adult Primary Care: Adult primary care Nurse Practitioners and Physician Assistants will be expected to fully participate in the holiday rotation. The following holidays are recognized: New Years day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas day. All Primary Care Nurse Practitioners and Physician Assistants will participate in one full holiday rotation per year regardless of whether working full-time, part-time or on-call.

The Primary Care NP/PA rotation will include a combination of scheduled shifts and/or back-up shifts over one holiday period each year. A holiday period will normally consist of three days including the corresponding weekend shifts that may surround this holiday. If a holiday falls mid week, then the holiday period consists of one day. If a holiday falls within one day of a weekend, and the intervening day is declared a clinic closure day, then the holiday period will consist of those 4 days.

1) The holiday will be rotated each year so that no one is scheduled to work the same holiday period more than once every six years.

2) Holiday shifts will be considered a weekend shift for purposes of meeting the weekend UCC shift obligation. That is, a Nurse Practitioner or Physician Assistant can expect to have met their weekend obligation in a month that they worked their holiday rotation.

b) Pediatrics: All Pediatric Nurse Practitioners and Physician Assistants are at risk for being scheduled to work UCC holiday shifts according to the following guidelines.

1) To limit a Nurse Practitioner's or Physician Assistant's exposure to working the same major holidays year after year, a Nurse Practitioner or Physician Assistant will alternate between working "Group A" holidays one year and "Group B" holidays the next. A Nurse Practitioner or Physician Assistant will meet the department holiday obligation by working one shift over the "holiday period." The holiday period will be defined by the department each year and will include the actual holiday and corresponding holiday weekend.

<u>Group A Holidays</u>	<u>Group B Holidays</u>
<u>Memorial Day</u>	<u>Independence Day</u>
<u>Labor Day</u>	<u>Thanksgiving Day</u>
<u>Christmas Eve</u>	<u>New Years Eve</u>
<u>Christmas Day</u>	<u>New Years Day</u>

NOTE: The annual holiday cycle begins with the Memorial Day holiday and ends with the New Years holiday.

2) Scheduling the holiday

Pediatric Nurse Practitioners and Physician Assistants will be equally at risk as pediatricians for working UCC on Thanksgiving and Christmas Days. Detail Clerks will maintain a list of equal at-risk and equal scheduling on those days.

a. Holiday schedules will first be filled with volunteers.

b. The actual holiday will then be scheduled from a supernumerary list combining Nurse Practitioners and Physician Assistants and pediatricians. Each holiday will have a separate supernumerary list.

c. Any Nurse Practitioner or Physician Assistant not scheduled to work on the actual holiday will be scheduled to work over the holiday weekend. Northwest Permanente physicians will fill any remaining unfilled shifts.

3) Trading holidays is an accepted practice but will need to be individually arranged between Nurse Practitioners and Physician Assistants.

4) Pediatric holiday shifts do not count as weekend shifts and are over and above the 12-weekend shift annual maximum.

6. Distribution of Urgent Care Hours

Hours will be distributed in the following order:

a) Dedicated staff

b) Primary Care staff filling mandatory UCC shifts

c) Remaining available shifts will be distributed to interested AC's in order of seniority: first to regular staff and then to on-call staff

d) After regular staff and on-call AC's have been assigned/offered shifts, then the remaining shifts will be posted for moonlighters

7. Meal Breaks

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

ARTICLE 6 – SENIORITY

A. Definition

1. Seniority is determined by the date of hire in the Northwest Region into a discipline included in the bargaining unit.
2. The parties agree to add to the seniority of current and future employees in this Bargaining Unit who have been employed in jobs/disciplines not included in the Professionals Bargaining Unit in Kaiser Permanente's Northwest Region. We agree to do as follows: for every three (3) years that an employee was employed by Kaiser Permanente in the Northwest Region in a job/discipline that is not included in the Professionals Bargaining Unit, the employee's seniority will be increased by one (1) year up to a maximum of five (5) years additional seniority. For example, if an employee worked in the Northwest Region as a RN for nine years and then became a Nurse Practitioner, the employee's seniority would be increased by three (3) years. If an employee worked as a janitor for eighteen (18) years and then became a Social Worker, the employee's seniority would increase by five (5) years.
 - a. Seniority will be based on hire date in job discipline for vacations, bidding, and education leave.
 - b. For layoffs and reductions in force, seniority will be determined by accrued compensated hours for employees with less than five years of employment, and hire date for employees with five or more years of employment. In the event of a layoff, the Employer will calculate the hours compensated for those employees affected by the layoff or reduction.
3. Seniority will continue to accrue during Leaves of Absence.
4. Termination of seniority will only be by resignation or discharge for just cause.
5. Employees who are rehired by the Employer within six months of resignation from employment with the Employer shall not accrue seniority while gone, but shall have their previous seniority restored upon rehire.
Bargaining Unit employees with breaks in service prior to the ratification of the current Agreement of February 25, 2002, will have seniority bridged provided:
 - The employee voluntarily terminated and then was subsequently rehired within three years of the termination date, and
 - The employee's service period prior to termination was of a greater duration than the break in service.
6. Employees who accept a position outside of the Bargaining Unit with the Employer and return to a Bargaining Unit position within six months shall have no break in seniority and shall continue to accrue seniority during those six months. For absences of greater than six (6) months, seniority will not accrue during the entire absence, but previously accrued seniority shall be recognized while bidding for a vacancy in the Bargaining Unit, and the previous accrual will be restored upon return to a Bargaining Unit position.

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

8. Seniority When Hired into Coded Position

An on-call employee who is hired into a coded position in the bargaining unit will not be granted seniority based on his/her date of hire as an on-call employee. An on-call employee who is hired into a coded position will be granted seniority at the rate of 1 year of seniority for every 1000 hours worked in an on-call position, not to exceed 1 year of seniority per calendar year. The on-call service must be in the same discipline as the coded position he/she is being hired into. Using this formula, the employee's date of hire into the coded position will be adjusted to reflect his/her on-call service.

B. Seniority Lists

An updated seniority list of hire dates will be published by the Employer in January and June of every year if no alternative to the hire date methodology of determining seniority can be mutually agreed upon by members of the above-mentioned committee in one year. The exception would be in the event of layoff or reduction, when the Employer will produce a seniority list, which includes compensated hours for all employees with less than five years tenure within the disciplines affected by the layoff or reduction.

C. Job Postings

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

D. Vacancies and Transfers

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

1. Every Bargaining Unit applicant, who meets minimum job requirements, must be interviewed in person or by phone, and if rejected for a vacancy, must be notified in writing in a timely fashion.

2. Seniority shall prevail between existing employees, when qualifications, performance and experience are approximately equal.
3. All qualified Bargaining Unit employees will be given preference over outside applicants in filling vacancies.
4. Successful job bidders will be released to their new jobs, normally within thirty (30) days.
5. Opportunities for employees to cross train for jobs covered by this Agreement shall be posted in accordance with this Article.
6. In cases where work becomes available, but is less than a full-time equivalent position, the employees at the work site who are currently employed in a position of less than an FTE will have the option to be awarded part or all of the available work, in accordance with this Article, prior to any Regional posting. Schedule compatibility will be taken into consideration during the process.

E. Reduction in Hours and Layoffs

1. Discipline Groups

For the purpose of implementing layoffs, it is recognized that individuals in certain disciplines may be qualified to assume the positions currently held by an individual in another discipline or clinical setting. Following is an initial list of likely disciplines with some degree of overlapping scopes of practice. Further groupings may also be found to be appropriate as new disciplines join the Bargaining Unit and scopes of practice evolve.

- a. Nurse Practitioners, Certified Nurse Midwives, and Physician Assistants
- b. Medical Social Workers, Cancer Counselors, and Resource Coordinators, Continuing Care Services MSWs
- c. Physical Therapists: Inpatient, Outpatient, and Continuing Care Services
- d. Dieticians: Inpatient, Outpatient and Continuing Care Services
- e. Mental Health Therapists, Psychologists, and Addiction Medicine.

2. Relocation of Department

- a. If the entire department is relocated to another facility, all employees will be moved to the positions at the new site without reapplying for the newly located positions.
- b. If a department is to be partially relocated to another facility, and the FTEs remain constant or increase between the two sites, the Employer will first seek volunteers to move to the new location prior to posting vacancies. In order of seniority, the volunteers will be given the choice of locations. If there are not enough volunteers to fill the positions at the new location, the least senior in the affected workgroup will be required to relocate to the new facility or accept any open position within the region

within six weeks of the relocation of the service to the new facility. No affected member of the workgroup may bump into an occupied position in the region.

3. Reduction or Layoff of FTEs

a. The Economic Security Agreement and Guidelines of the National Labor Management Partnership will apply.

b. At such time as the Employer believes there may be a need for a reduction in force, the Employer shall inform the Union and the parties will meet to attempt to find ways to avoid the reduction. If, after attempts to find alternatives to the reductions, it becomes necessary to permanently reduce the workforce, and either completely or partially eliminate positions, the Employer will notify the Union at least 60 days in advance of the reductions. During the set 60-day period prior to the reduction, the parties will initiate the process set forth in sections c, d, and e and complete the process within the 60-day period.

c. Within the 60-day period, options for the affected employee will be developed by the parties, offered in order of seniority and will include:

1. Voluntarily accept any open, comparable position in the Region prior to any other applicants.

2. Accept placement into any position within thirty miles of the affected worksite. If no positions exist within thirty miles, the employee may be offered a position within sixty-five miles of the affected worksite.

3. Bump within his/her discipline group as set forth in section d.

d. The positions which are acceptable to be bumped shall be:

1) Within the definition of comparable positions

2) Less senior than those affected by the layoff

3) Within discipline groupings

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

If none are within comparable FTE, the affected employee can select the position closest to his/her FTE.

Those employees who are bumped may request a position of a less senior employee in the discipline in the region, or accept the layoff.

e. After the bumping process is complete, the employee who is unable to bump will receive economic security for up to one year. During that year, if the employee is offered a position pursuant to Article 6.E.3 above, and the employee refuses the offered position, the employer's obligation under the Economic Security Agreement will cease for the individual and their employment will be terminated.

4. Recall of Employees

- a. Laid off employees shall be recalled in order of seniority to positions for which they meet minimum qualifications/licensure for a period of fifteen months from the date of layoff. During the period of recall, the employer will not hire from outside the organization into positions affected by the layoff. However, internal transfers with more seniority will be permitted to transfer into open positions prior to the recall of lesser senior employees in recall status.
- b. During the period of recall, the employee who has been laid off shall have the responsibility of identifying vacant and posted positions for which they are qualified/licensed to perform. The employee must notify the human resources representative managing the recall process, who will stop the hiring process for the vacant position until the laid off employee is given information about the job responsibilities and skills, determined its comparability, and arranged for the position to be offered to the employee.
- c. If the position is comparable and the employee does not accept the position, the employer may remove the employee from the recall list and the employee may be terminated. Non-comparable jobs will be offered to employees if a comparable job is not available. If the employee does not accept a non-comparable vacancy, they will remain on the recall list.
- d. If no positions with a comparable FTE are available, the employee may combine two positions to achieve a comparable FTE if departmental scheduling and staffing requirements can be met, or the employee may assume the position of the closest to comparable, whether greater or less than their current FTE.
- e. Employees who are recalled shall have no break in service for benefit or seniority purposes. This will include bridging of benefits and hire dates upon recall. If the employee is recalled into a position with a lower salary, the employee continues to be paid their previous rate until the salary of the new position meets or exceeds their current rate.

5. Definition of Comparable Position

- a. Within one scheduled day of work per week from the affected position.
- b. In the same job title/discipline or one determined to be interchangeable.
- c. With skill requirements that can be met by the employee within ninety days of training and education.
- d. Within 30 miles from the location of the affected position

ARTICLE 7 – PROBATIONARY PERIOD

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

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

ARTICLE 8 – LEAVES OF ABSENCE

A. Bereavement Leave

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

1. When a death occurs in the immediate family of an employee in a benefit status, the employee shall be granted a Leave of Absence with pay up to three regularly scheduled working days. In the event that the death, funeral, or other commemorative service occurs more than three hundred miles from the employee's home, he/she shall be granted up to two days of PTO for travel time. In the event that PTO is already used up, the Employer will work with the employee to take time off (without pay). If PTO is exhausted due to using it for Bereavement Leave, the Employer will work with employee to use without pay days for future vacation leave. Full days must be taken when tied to Bereavement Leave.
2. The employee will inform the Employer as soon as possible regarding the duration of the leave and time period during which the employee will be utilizing Bereavement Leave.
3. An employee may utilize Bereavement Leave up to twelve months from the actual date of the death of the immediate family member.
4. Immediate family member will be defined as:
 - Spouse, Domestic Partner
 - Parent, Step Parent, In-Law Step Parent, In-Law Loco Parentis, Step Child, Legal Child, Ward/Foster Child, Adopted Child
 - Daughter, Step Daughter, Daughter In-Law, Step Daughter In-Law
 - Son, Step Son, Son In Law, Step Son In-Law
 - Sister, Step Sister, Sister In-Law, Step Sister In-Law
 - Brother, Step Brother, Brother In-Law, Step Brother In-Law
 - Grandparent, Step Grandparent
 - Grandchildren, Step Grandchildren
 - Relative Living in same household

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

B. Family Medical Leave

1. Kaiser Permanente will grant a Family Medical Leave of Absence in accordance with State and Federal Laws and Kaiser Permanente Family Medical Leave Policy.
2. Provisions of federal and state law will apply to employees in both Oregon and Washington. The law that advantages the employee the most will be applied.
3. If applicable law or policy is to be modified or amended, the Union is to be notified 30 calendar days in advance of any change to the Kaiser Permanente Family Medical Leave Policy.
4. For eligible employees, Kaiser Permanente's Family Leave Medical Leave policy generally provides twelve weeks of protected leave per rolling twelve month period for the birth, adoption, placement of a child, to care for a family member with a serious health condition or the employee's own serious health condition, pregnancy disability, or to care for a sick child who does not have a serious health condition but requires home care.
5. An eligible employee is one who meets the eligibility requirements under either one or both the applicable state and federal law. Generally, under Oregon law an employee must be employed by Kaiser Permanente for 180 calendar days prior to the start of the leave, and worked an average of 25 hours per week during that period. For the Federal law, the employee must be employed by Kaiser Permanente for twelve months prior to the start of the leave and worked a cumulated 1250 hours during that period.
6. Leaves under state, federal, contract and workers compensation will be administered concurrently where applicable.
7. The request for Family Medical Leave shall be written and submitted in advance when possible to do so. In cases of emergencies, the employee will notify the employer as soon as reasonably possible. The written request shall be on the form provided and must specify the reason for the leave of absence, the relationship of the employee to the person needing the care and the anticipated length of the leave.
8. Medical certification may be required from the employee's treating health care provider or the provider of a family member to substantiate the leave request within fifteen (15) calendar days of written request from the employer. In addition, a fitness-for-duty certification may be required before an employee returns to work following leave for his/her own serious health condition.
9. Employees will be required to use any accrued PTO, vacation, sick or ESL hours until they are exhausted. An employee must use accrued sick or ESL for his or her own serious health condition. To care for another family member whose condition qualifies for Family Medical Leave, an employee may use accrued PTO, vacation, ESL, or sick leave.

10. Upon return from an approved Family Medical Leave, the employee shall be reinstated to his/her former job assignment or alternate arrangement as mutually agreed upon and provided by law.
11. Eligible employees who are receiving Employer paid benefits shall continue to receive such benefits while on a Federal Family Medical Leave.

C. Jury Duty

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

1. Employees with at least thirty (30) days employment in a Full-time, Part-Time, Float or Short-Hour coded hour status who are required to report for jury service will be excused from scheduled work on such days. Such employees shall receive on days he/she otherwise would have worked, his/her regular straight time pay, including differentials.
2. The employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received. In cases where there is a combination of work and jury service, hours paid for jury service shall not count as hours worked in determining eligibility for overtime.
3. For scheduling purposes, a regularly scheduled employee on jury service shall be considered a day shift employee for days scheduled for jury duty. The employee will not be required to work regularly scheduled weekends, nor will he/she be required to make up weekends when excused from jury duty if he/she has performed jury duty equal to the employee's coded hours.
4. If the employee is excused from jury duty for an entire day, or is excused early enough in the day to permit working one-half (1/2) of a regularly scheduled shift, the employee will call the supervisor or designee to make known their availability to work.
5. Suitable work will be provided for the employee at their worksite or at a site within a reasonable commute from their normal work location. Failure to notify the Supervisor, or designee, of an excused jury duty will result in no payment of wages for that day.
6. If the employee's regularly scheduled shifts are evenings or nights, the employee and the supervisor may agree to have the employee work their regular shift on a canceled jury duty day.
7. Reimbursement for jury service as provided for in this Article shall be limited to service on one (1) jury assignment in any one (1) calendar year, unless additional jury service is mandated by the court.
8. Employees will be paid for time spent in a recognized court or government hearing or civil deposition when requested to appear or subpoenaed by the Employer.
9. An employee may use PTO, vacation time, or float days, if available, for other court appearances, provided the employee furnishes the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

D. Medical Leave

1. Non-Work-Related

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

2. Work Related

- a. An employee injured on the job or who contracts a disease or an illness from work shall notify the supervisor immediately after the incident giving rise to the injury or after becoming aware of the disease or illness.
- b. The Employer will provide assistance to the employee in applying for workers' compensation benefits.

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

E. Military Leave

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

F. Parental Leave

- 1. The Employer shall grant Parental Leave to any employee regardless of marital status, without pay for a period of up to ninety (90) calendar days in cases of birth or adoption. The period of Parental Leave shall begin with the birth or adoption of a child unless the mother is incapacitated. If so, Parental Leave shall begin for the mother when she is certified by a health

care provider that she is no longer incapacitated. Employees on Parental Leave must first use 24 hours of Paid Time Off, exhaust all Extended Sick Leave and remaining PTO accruals before taking leave without pay.

2. Employees who have at least two (2) years' continuous service may request extensions to Parental Leave. Such extensions may be requested in increments up to one hundred twenty (120) days. Approval for extensions will be subject to departmental staffing requirements. Total Parental Leave shall not exceed a total of twelve (12) consecutive months. All leaves and extensions must be requested as far in advance as possible, with extension requests requiring a minimum notice of thirty (30) days.
3. An employee returning from a Parental Leave of ninety (90) calendar days or less will be returned to their former job assignment. A reasonable effort will be made to reinstate an employee to their former job assignment upon return from a Parental Leave in excess on ninety (90) calendar days, but not over one hundred eighty (180) days. If such a return is not possible, the employee will be reinstated in any vacant comparable position, with the same number of scheduled hours, for which they are qualified. Any employee returning from a Parental Leave in excess of one hundred eighty (180) days shall be given consideration for openings for which they are qualified. Employees on Parental Leave shall give the Employer at least thirty (30) days notice of intent to return to work.

G. Personal Leave

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

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

H. Union Representative and Union Activity Leave

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

I. Continuation of Benefits While on Leave of Absence

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

ARTICLE 9 – EDUCATION PROGRAM

A. Bargaining Unit Education Program

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

B. Education Leave

Education Leave is provided to employees as time to pursue professional educational goals. In addition to scheduled courses, conferences, and other professional programs; studying for board examinations, subspecialty certification, or recertification qualify for education leave. Home study may qualify for education leave if specific goals and programs for home study are outlined and presented for approval. A leave of absence request form will be filed in advance for all education leaves.

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

Compensatory time off will be granted for education leave taken on a day that the employee is not scheduled to work. Upon separation, any positive education leave balance will be forfeited.

1. Education Leave Accrual

The equivalent of five (5) days of education leave (prorated based upon eligible employee's FTE) is credited to the Bargaining Unit member's education leave account on January 1 for the current year. New employees eligible for education leave will receive less than five (5) days of education leave during their first year of employment—the amount of education leave will be determined by the Bargaining Unit member's hire date. A maximum of five (5) days of unused education leave may be carried over from one year to the next.

C. Education Fund Program

Employees can submit for reimbursement of qualified education expenses of up to \$1,200 per year (prorated based upon the eligible Bargaining Unit member's FTE). The calendar year for education reimbursement will begin on January 1 and will end on December 31. Education expenses reimbursed during this time frame will apply towards the \$1,200 limit.

1. New Employees: A new employee can apply for reimbursement from the education fund during their first year of eligible employment. The amount of education funds will be prorated based upon hire date. If hired during the first half of the year (January 1 through June 30) the full amount of education funds will be available – if hired during the second half of the year (July 1 through December 31) half of the annual amount will be available. (Annual amount will also be prorated for reduced FTE levels.) Probationary employee will accrue but may not access fund until completion of probationary period.

2. Education Fund—Eligible Expenses: The following education expenses are eligible for reimbursement from the Education Fund.

- a) Professional Practice License fees for initial license and renewal
- b) Board Certification fees
- c) Continuing Professional Education or Professional Development Seminar and Conference fees and related expenses
- d) Travel expenses (i.e., airfare, mileage reimbursement when using own vehicle, auto rental fees, gas for rental vehicle, parking fees, taxi fares, etc.)
- e) Childcare expenses which allow a Bargaining Unit member to attend a conference or seminar
- f) Meals while attending conferences or seminars
- g) Professional organization membership fees
- h) Professional publications
- i) Textbooks, software, computer programs
- j) Hotel accommodations

3. Business Expense and Training Reimbursements: The following expenses will be reimbursed as business expenses and do not apply towards the Education Fund. To assure that these items are processed appropriately, submit them separately from all education fund expenses.

- a) DEA license fees.
 - b) Professional Practice license fees for secondary license (if KPNW requests licensure in a second state).
 - c) Professional Practice license change fees (i.e., practice location changes, address changes, etc.).
 - d) Administrative Leave expenses.
 - e) Advanced Life Support Certification fees if required by employment position.
 - f) Certification for neonatal resuscitation fees if required by employment position.
 - g) Professional recertification and/or additional certifications required by the Employer.
 - h) Employer mandated training not listed above.
4. Submitting Expenses for Reimbursements: Employees will need to submit their education expenses for reimbursement within two months of incurring the expense. Expenses more than two months old will not be accepted.
5. Upon ratification of this agreement, the Union and the Employer will establish a Bargaining Unit Education Fund. The Fund shall be administered by the Employer and shall be governed by a Labor Management Oversight Committee, composed of three (3) members each from the Union and the Employer. The Union and the Employer will establish the committee no later than December 1, 2005.

During September of each year of this agreement, the Union and the Employer shall meet to determine the total number of budgeted FTE's in the bargaining unit. Once determined, the Employer shall pay into the fund \$1200 times the total number of budgeted FTEs.

An Employee who is coded at .5 FTE or greater shall be eligible for reimbursement of an amount up to \$1200, prorated based upon his/her FTE. An Employee coded at less than .5 FTE may apply for reimbursement from residual funds.

The Labor Management Oversight Committee shall determine the amount of money an Employee coded at .5 FTE or greater may roll over to the following year. The calendar year for education reimbursement will begin on January 1 and will end on December 31.

D. Bargaining Unit Administrative Leave Policy

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

1. Administrative Leave: A Bargaining Unit member may apply for up to a maximum of three days of administrative leave within each six-month period. One day is granted for the presentation and up to two days for travel to and from the meeting if the meeting is outside the Portland, Oregon metropolitan area.
2. Expense Reimbursement: KPNW will reimburse one-half of all expenses up to a maximum of \$500 per six-month period. The speaker may retain any stipend or honorarium received.
3. Approval: Approval must be obtained prior to the requested leave from the appropriate manager.

4. Submitting Expenses for Reimbursements: Employees will need to submit their education expenses for reimbursement within two months of incurring the expense. Expenses more than two months old will not be accepted.

E. The Tuition Reimbursement Program on the Human Resources Policies and Procedures web-site will remain status quo.

ARTICLE 10 – ETHICAL PRACTICE AND PROFESSIONAL ROLES

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

ARTICLE 11 – EVALUATIONS AND PERSONNEL FILES

A. Departmental Evaluations

1. Employees will be evaluated in writing at the end of the probationary period (and at the end of any extension of the probationary period) and thereafter, at least once per year by their immediate supervisor or departmental designee. The next higher level supervisor or departmental designee will review the evaluation. Evaluations are for constructive employee development and shall be based on objective job-related criteria. Evaluations shall not be used in place of discipline, but may be used in conjunction with the disciplinary process.
2. The evaluating supervisor or department designee shall give the employee a reasonable advance notice of the time for the evaluation and shall schedule sufficient time for the evaluation process. The evaluating supervisor or department designee shall discuss the evaluation with the employee. The employee shall have an opportunity to read the evaluation at that time and to attach any relevant comments to the evaluation prior to its placement in the employee's personnel file. The employee shall sign the evaluation upon completion and that signature shall only indicate that the employee has read the evaluation. The employee shall receive a copy of the signed evaluation and of any attachments.
3. The supervisor or department designee shall provide timely and ongoing feedback pertaining to any job-related skills or behavior that fails to meet the minimum standards established for the employee's job category. A plan for improvement shall be worked out between the supervisor and the employee.

B. Personnel Files

1. The Employer shall maintain one (1) official personnel file and one (1) supervisory file for each employee. These files shall include records pertinent to their employment such as performance evaluations, written disciplinary notices, Leave of Absence forms, Personnel Action Forms, commendations and awards, and state or national registry, certification or licensure.

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

ARTICLE 12 – DISCIPLINE, CORRECTIVE ACTION AND DISCHARGE

- A. The goal of Corrective Action is to correct performance or conduct/behavior deficiencies, rather than to punish employees. In that spirit, the Employer and Union agree to work together to identify problems and craft solutions. This may include the use of other employees as mentors as is mutually agreed appropriate.
- B. The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.
- C. An Employee shall have the right, and shall be informed thereof, to have a Union representative accompany him/her to any meeting which could result in Corrective Action, and to participate in the joint discovery process.
- 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.
- 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

- F. A copy of the written Corrective Action, no matter what Level, shall be provided to the Union office upon completion. The employee is required to sign such a notice to acknowledge receipt.
- G. If the Employee disagrees with the Corrective Action administered, he/she may pursue the matter through the contractual grievance procedure.

ARTICLE 13 – BENEFITS, INSURANCE AND RETIREMENT

A. Paid Time Off

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

PTO is used for any time that an employee is away from work for vacations or other elective time. PTO is also used in conjunction with Short-Term Disability pay to maintain the full income level while disabled until the PTO is exhausted.

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

PTO and holiday provisions - See Appendix H and I.

B. Flexible Benefits Program

1. Employees will participate in the Employer’s flexible benefits plan when coded for a one-half or more FTE position.
2. The Maintenance of Benefits Language set forth in Section 2.B.4 in the National Agreement defines the rights of bargaining unit members to Maintenance of Benefits and provides a dispute resolution process to address issues that arise. If a response at the final step of the dispute resolution process is not provided in a timely manner, the Union and the Employer shall jointly contact the Strategy Committee for a process update and to request an expedited resolution.
3. The Union shall select one (1) representative from the bargaining unit to provide input in meetings and engage in discussions related to plan design for the flexible benefits program. The committees in which the bargaining unit representative may participate include but are not limited to the Regional Benefits Committee and the Human Resources Committee that evaluates suggested changes for KP Select.

C. Sabbatical Leave

(See Appendix E)

D. In Lieu of Benefits Differential

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

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

See Appendix A for Differential Rates.

ARTICLE 14 – RETIREE HEALTH AND DENTAL BENEFITS

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

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

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

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

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

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

If a retiree is not eligible for enrollment in the KPMCP due to residence outside of the Kaiser Permanente Northwest Service Area, they will be offered benefits as established under the National Labor Management Partnership Agreement. These coverage plans address those living in another Kaiser Permanente region and those living outside of a coverage area. (There are no dental or Part B Medicare reimbursement benefits provided for retirees who move outside of the Kaiser Permanente Northwest Service area.)

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

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

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

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

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

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

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

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

- 3) Hired on or after January 1, 1985

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

ARTICLE 15 – PENSION AND RETIREMENT FUNDS

- A. The parties agree to the following regarding the retirement plans which apply to all members of the bargaining unit:

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

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

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

ARTICLE 16 – HEALTH AND SAFETY

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

- A. General

The Employer agrees to make reasonable provisions for the safety and health of employees during the hours of their employment, to promptly review safety or health concerns brought to the Employer's attention, and to take whatever corrective action it determines to be necessary by the appropriate safety committee.

1. Appropriate protective equipment and clothing shall be provided by the Employer for all employees engaged in work where such devices and clothing are necessary to meet the requirements of all applicable laws, and the Employer will review recommendations of regulatory agencies and implement those that are appropriate.
2. The Employer shall provide adequate orientation, training, and education for employees who may be routinely exposed to potentially hazardous substances and harmful biological and/or physical agents in their jobs.
3. Employees assigned to locations where exposure to ionizing radiation is possible in the course of the work assignment shall be issued a film badge or similar detection device upon employee request. The Employer will maintain records of employee exposure.
4. The Employer will provide all commonly accepted or governmentally required and recommended tests and immunizations for exposure and contact with infectious diseases and hazards in the workplace at no cost to the employee or Bargaining Unit.

5. The facility specific safety committees will regularly review Safety Hazard Identification Forms and Incident Reports to determine whether the areas are unsafe and will promptly notify employees of all areas designated as unsafe and the specific hazardous conditions and engage in resolution of the problem.
6. The Employer agrees to make reasonable provisions for the safety and health of employees during the hours of their employment, to promptly review unsafe conditions brought to its attention, and to take whatever corrective action it determines to be necessary.
7. The employees acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer. All proper safety devices and clothing required and provided shall be used and worn according to policies. The Employer, the Union and the employees recognize their obligations and/or rights under Federal and State laws, regulations and recommendations with respect to safety and health.
8. Facility specific safety committees, with an equal number of Employer and employee representatives, which reflect the general composition of the workgroup will regularly meet and formulate plans for implementation on how to eliminate hazards and unsafe work practices and to improve accident and illness prevention programs. In the event an employee believes an unsafe environmental condition exists, the employee shall immediately bring the situation to the attention of their supervisor. The employee may report the condition in writing to the Safety Officer and the Safety Committee Chairman.
All information shall be promptly forwarded to the appropriate facility specific safety committee for its investigation and a copy of the report and final decision shall be returned to the initiating department and employee.
9. It is understood that some departments (for example, Continuing Care Services) have unique health and safety issues. A department or facility Committee of Labor and Management will be established within 30 days of ratification of this contract to evaluate and create policies and procedures for managing high risk care environments. If this committee fails to come to an agreement, these employees would have recourse to the resolution procedures established under the National Partnership Agreement.

B. Equipment and Supplies

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

C. Uniforms

1. The Employer will launder employee's personal work clothing in the event of contamination with hazardous substances or bodily fluids and will provide scrubs to complete the assigned shift.
2. The Employer will provide white cover jackets and/or scrubs based on the employer's inpatient and outpatient policy covering these items. Orthopedic and Operating Room employees will continue their current practice with regard to scrub use.

3. The Employer will continue to provide and launder lab coats and scrubs as per current practice. One year from ratification of contract, the employer shall expand the above benefit to all employees who are required to wear them.

ARTICLE 17 – MISCELLANEOUS

A. Meals and Rest Periods

1. The parties acknowledge that the schedule practices of the Bargaining Unit vary dependent upon department, clinic, or workgroup needs.
2. The schedule will be constructed to allow for breaks and meals. If difficulties arise, the parties will have access to available issue resolution processes.

B. Non-Discrimination

The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such person's race, 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, including but not limited to service as an elected official of the Union or the Professionals Bargaining Unit.

C. Orientation Program

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

D. Payroll Checks

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

E. Timekeeping

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

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

F. Harassment

The Employer acknowledges a responsibility to provide a work environment free of any type of harassment, including sexual harassment. Both parties agree to encourage any employee who believes they have been subjected to harassment to utilize the internal review procedure established by the

Employer with Union participation if (s)he believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, they shall not have waived their right to use the grievance procedure and shall have the option of filing a grievance, starting at STEP TWO, within ten (10) calendar days of the decision from the internal review procedure. If a manager and a steward jointly agree harassment education is necessary or requested, training will be provided on paid time.

Within 60 days of ratification the new OFNHP/KPNW collective bargaining agreements, the parties will convene an issue resolution to review and make recommendations for improvement of the KPNW Internal Review Procedure referenced in the Harassment and Non-Discrimination Agreements. OFNHP will communicate this agreement to the other KPNW Coalition Unions.

G. Employee Assistance Program

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

1. Objective

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

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 assistance and rehabilitation of employees as a better course than discipline or discharge.

A supervisor or Union representative may refer an employee to the program. Confidentiality of all parties shall be strictly maintained.

ARTICLE 18 – SEPARABILITY

If any provision of this Agreement is found to be in conflict with the laws of the States of Oregon or Washington, Federal Law, or is invalidated by judicial ruling, the remaining provisions of the Agreement shall remain in effect. In such cases, the parties will negotiate terms to bring this Agreement into compliance.

ARTICLE 19 – GRIEVANCE PROCEDURE

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

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 the interpretation and/or the application of this Agreement, 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 grievances may be filed at Step Two.

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 by facsimile, or by U.S. mail to the appropriate management representative, Grievant and Union representative. In the event of a question as to the timeliness of any mailed grievance step or response, the postmark will indicate the end of one step or response and the date of receipt will mark the beginning of the next step or response. If the response is by electronic mail or facsimile, the date the response was sent will mark the beginning of the next step 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.

STEP 1

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

STEP 2

The Human Resources Consultant or designee, and the appropriate department or area manager shall meet with a Union representative and the Grievant within 10 calendar days of receipt of the appeal to attempt to resolve the grievance. Termination grievances may be filed initially at Step 2. The Human Resources Consultant (Union representative if Employer grievance) shall give a written decision to the Union representative within ten calendar days after the meeting.

If the grievance is not resolved at Step 2, the Union or Employer shall have fifteen calendar days after receipt of the Step 2 response to notify the other party of its intent to advance the grievance either to mediation or to Issue Resolution.

MEDIATION/ISSUE RESOLUTION

A. Grievances not resolved at Step 2 may be referred to a mediator or to Issue Resolution (Issue Resolution cannot be used for Corrective Action challenges).

A mediator or Issue Resolution Facilitator will be scheduled within 30 days of the request. The mediator will be the next arbitrator in alphabetical order from the arbitration panel. Issue Resolution Facilitator will be requested from Human Resources Education. A facilitator will not be assigned who has responsibility for work area or contract administration.

- B. The expenses and fees of the mediator shall be shared equally by the parties.
- C. Attendance at mediation sessions shall be limited to the following:
1. Union: Spokesperson, Assigned Union Representative, Grievant
 2. Employer: Spokesperson – Labor Relations Representative, Human Resources Consultant, Supervisor/Department Head or Designee
 3. Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
 4. Witnesses: By mutual agreement, witnesses may be present who offer critical information regarding the dispute.
- D. Neither attorneys, court reports, note takers, nor recording devices shall be allowed to be present at the proceedings. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be presented in a narrative fashion by each party’s spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.
- E. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.
- F. If a settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance might be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The mediator’s opinion shall be given to both parties orally including reasons supporting the decision.
- G. The mediator’s verbal opinion may be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.
- H. If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
- I. If the grievance is arbitrated, the mediator shall not serve as the arbitrator. Neither the discussions nor the mediator’s opinion will be admissible in a subsequent arbitration proceeding.
- J. If the mediation is scheduled during the Grievant’s shift, the Grievant will be permitted to be present, without loss of pay. Union observers may request time off for Union leave without pay.

ARBITRATION

(Note: Mediation or Issue Resolution must be requested before arbitration is requested.)

Within ten calendar days following receipt of a notice of intent to arbitrate, the parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the parties may avoid the use of any arbitrator. Either party may avoid the use of one

arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.

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

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

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

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

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

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

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

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

ARTICLE 20 – SCHEDULING

A. Scheduling

1. Departments will work collaboratively to develop work group schedules, including holiday accountability.
2. The joint decision making process will be used to determine the number of employees that are prescheduled for time off to maintain integrity of patient care delivery requirements and address the need for employee work life balance.
3. Requests for time off will be granted or denied within 14 days of submission of the request.

4. In consideration that continuing education is a professional requirement for employees all attempts will be made to grant requests for education leave.
5. Seniority will be applied to resolve conflicting requests for time off.

B. Orientation of New Employees

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

C. Short Notice Cancellations

1. Classes

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

2. Facility Closure

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

ARTICLE 21 – DURATION

This Agreement is effective October 1, 2010, and shall continue in full force and effect through September 30, 2012, and shall continue in effect year to year thereafter unless terminated by prior written notice served by either party 90 days prior to the termination date then in effect.

In witness whereof, the Parties hereto have executed this Agreement this 29th day of June, 2010.

For the Employer:

Kaiser Permanente Medical Care Program

Kenn B. Dill

For the Union:

Oregon Federation of Nurses and
Health Professionals – Local 5017,
AFT, AFL-CIO

Mark Richard

PRO

MR
KBD

APPENDIX A: WAGE SCALES AND IN-LIEU OF BENEFITS RATES

Wage Scales: OFNHP Professional Unit (with LMP reduction)

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/05 (5%)	10/01/06 (4%)	10/01/07 (4%)	10/01/08 (3%)	10/01/09 (3%)
0156	AUDIOLOGIST	01	0	\$23.12	\$24.04	\$25.01	\$25.76	\$26.54
		02	2	\$24.28	\$25.26	\$26.27	\$27.06	\$27.87
		03	3	\$25.45	\$26.47	\$27.53	\$28.36	\$29.21
		04	4	\$26.59	\$27.66	\$28.77	\$29.63	\$30.53
		05	5	\$27.76	\$28.87	\$30.03	\$30.93	\$31.86
		06	6	\$28.93	\$30.09	\$31.30	\$32.24	\$33.21
		07	7	\$30.09	\$31.29	\$32.55	\$33.53	\$34.54
		08	14@KP	\$31.29	\$32.55	\$33.86	\$34.87	\$35.92

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
2226	DISPENSING AUDIOLOGIST	01	0	\$27.83	\$28.67	\$29.24	\$30.12	\$31.03
		02	2	\$29.22	\$30.10	\$30.71	\$31.63	\$32.58
		03	3	\$30.63	\$31.55	\$32.18	\$33.15	\$34.15
		04	4	\$32.02	\$32.98	\$33.64	\$34.66	\$35.70
		05	5	\$33.41	\$34.42	\$35.11	\$36.16	\$37.25
		06	6	\$34.82	\$35.86	\$36.58	\$37.68	\$38.81
		07	7	\$36.21	\$37.30	\$38.04	\$39.19	\$40.37
		08	14@KP	\$37.66	\$38.79	\$39.57	\$40.76	\$41.98

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1008	CERTIFIED NURSE MIDWIFE	01	0	\$43.61	\$45.36	\$46.27	\$47.66	\$49.09
		02	2	\$45.20	\$47.01	\$47.96	\$49.40	\$50.88
		03	3	\$46.75	\$48.63	\$49.60	\$51.09	\$52.63
		04	4	\$48.30	\$50.23	\$51.24	\$52.78	\$54.36
		05	5	\$49.87	\$51.87	\$52.91	\$54.50	\$56.14
		06	6	\$51.43	\$53.49	\$54.56	\$56.20	\$57.89
		07	7	\$52.99	\$55.11	\$56.22	\$57.91	\$59.65
		08	8	\$54.54	\$56.73	\$57.87	\$59.60	\$61.40
		09	9	\$56.72	\$59.00	\$60.18	\$61.99	\$63.85
		10	14@KP	\$59.00	\$61.36	\$62.59	\$64.47	\$66.41
		11	16@KP	\$60.77	\$63.21	\$64.47	\$66.41	\$68.40
		12	20@KP	\$62.60	\$65.10	\$66.41	\$68.40	\$70.46

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1011	CHEMICAL DEPENDENCY COUNSELOR	01	0	\$27.22	\$28.04	\$28.61	\$29.47	\$30.35
		02	2	\$28.30	\$29.15	\$29.74	\$30.63	\$31.55
		03	3	\$29.40	\$30.28	\$30.89	\$31.82	\$32.78
		04	4	\$30.50	\$31.42	\$32.05	\$33.01	\$34.00
		05	5	\$31.59	\$32.54	\$33.19	\$34.19	\$35.22
		06	6	\$32.67	\$33.66	\$34.33	\$35.37	\$36.43
		07	7	\$33.76	\$34.78	\$35.48	\$36.54	\$37.64
		08	8	\$34.85	\$35.90	\$36.62	\$37.72	\$38.85
		09	9	\$36.24	\$37.33	\$38.08	\$39.23	\$40.41
		10	14@KP	\$37.70	\$38.84	\$39.62	\$40.81	\$42.04

* CHILDBIRTH EDUCATOR: SEE UNDER HEALTH EDUCATOR II.

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
0757	CLINICAL DIETITIAN	01	0	\$27.22	\$28.04	\$28.61	\$29.47	\$30.35
0792	NUTRITION SPECIALIST	02	2	\$28.74	\$29.61	\$30.20	\$31.11	\$32.05
		03	3	\$30.28	\$31.19	\$31.81	\$32.77	\$33.76
		04	4	\$31.81	\$32.77	\$33.42	\$34.43	\$35.46
		05	5	\$33.33	\$34.33	\$35.02	\$36.07	\$37.16
		06	6	\$34.85	\$35.90	\$36.62	\$37.72	\$38.85
		07	7	\$36.24	\$37.33	\$38.08	\$39.23	\$40.41
		08	14@KP	\$37.70	\$38.84	\$39.62	\$40.81	\$42.04

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
2691	DIETICIAN, CERTIFIED (CDE, CSR, CNSD)	01	0	\$29.75	\$30.65	\$31.26	\$32.20	\$33.17
2229	RENAL NUTRITION SPECIALIST	02	2	\$31.43	\$32.38	\$33.03	\$34.02	\$35.05
		03	3	\$33.10	\$34.09	\$34.78	\$35.82	\$36.90
		04	4	\$34.76	\$35.80	\$36.52	\$37.62	\$38.75
		05	5	\$36.43	\$37.53	\$38.28	\$39.43	\$40.61
		06	6	\$38.10	\$39.25	\$40.03	\$41.24	\$42.48
		07	7	\$39.63	\$40.83	\$41.64	\$42.90	\$44.19
		08	14@KP	\$41.23	\$42.47	\$43.32	\$44.62	\$45.96

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1139	GENETICS COUNSELOR	01	0	\$27.07	\$27.89	\$28.45	\$29.30	\$30.18
		02	2	\$28.09	\$28.93	\$29.52	\$30.40	\$31.32
		03	3	\$29.13	\$30.01	\$30.61	\$31.53	\$32.48
		04	4	\$30.15	\$31.06	\$31.68	\$32.63	\$33.61
		05	5	\$31.18	\$32.12	\$32.76	\$33.75	\$34.76
		06	6	\$32.21	\$33.18	\$33.84	\$34.86	\$35.91
		07	7	\$33.24	\$34.24	\$34.92	\$35.97	\$37.05
		08	8	\$34.27	\$35.30	\$36.00	\$37.09	\$38.20
		09	9	\$35.65	\$36.72	\$37.45	\$38.58	\$39.74
		10	14@KP	\$37.07	\$38.19	\$38.95	\$40.12	\$41.33

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
0803	HEALTH EDUCATOR I	01	0	\$24.76	\$25.51	\$26.02	\$26.80	\$27.61
		02	2	\$25.75	\$26.52	\$27.06	\$27.87	\$28.71
		03	3	\$26.75	\$27.56	\$28.11	\$28.95	\$29.83
		04	4	\$27.74	\$28.58	\$29.15	\$30.03	\$30.93
		05	5	\$28.73	\$29.59	\$30.19	\$31.10	\$32.03
		06	6	\$29.72	\$30.61	\$31.23	\$32.17	\$33.14
		07	7	\$30.71	\$31.64	\$32.27	\$33.24	\$34.24
		08	8	\$31.71	\$32.66	\$33.32	\$34.32	\$35.35
		09	9	\$32.98	\$33.98	\$34.66	\$35.70	\$36.77
		10	14@KP	\$34.30	\$35.33	\$36.04	\$37.12	\$38.24

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
2451	HEALTH EDUCATOR II	01	0	\$25.75	\$26.52	\$27.06	\$27.87	\$28.71
2614	CHILDBIRTH EDUCATOR	02	2	\$26.78	\$27.59	\$28.14	\$28.99	\$29.86
		03	3	\$27.82	\$28.66	\$29.23	\$30.11	\$31.02
		04	4	\$28.85	\$29.72	\$30.31	\$31.23	\$32.17
		05	5	\$29.88	\$30.78	\$31.40	\$32.34	\$33.31
		06	6	\$30.91	\$31.84	\$32.48	\$33.45	\$34.46
		07	7	\$31.94	\$32.90	\$33.56	\$34.57	\$35.61
		08	8	\$32.98	\$33.97	\$34.65	\$35.69	\$36.77
		09	9	\$34.30	\$35.33	\$36.04	\$37.12	\$38.24
		10	14@KP	\$35.67	\$36.74	\$37.48	\$38.61	\$39.77

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
0926	MEDICAL SOCIALWORKER	01	0	\$27.22	\$28.04	\$28.61	\$29.47	\$30.35
1214	CANCER COUNSELOR	02	2	\$28.30	\$29.15	\$29.74	\$30.63	\$31.55
1873	IDC COUNSELOR	03	3	\$29.40	\$30.28	\$30.89	\$31.82	\$32.78
		04	4	\$30.50	\$31.42	\$32.05	\$33.01	\$34.00
		05	5	\$31.59	\$32.54	\$33.19	\$34.19	\$35.22
		06	6	\$32.67	\$33.66	\$34.33	\$35.37	\$36.43
		07	7	\$33.76	\$34.78	\$35.48	\$36.54	\$37.64
		08	8	\$34.85	\$35.90	\$36.62	\$37.72	\$38.85
		09	9	\$36.24	\$37.33	\$38.08	\$39.23	\$40.41
		10	14@KP	\$37.70	\$38.84	\$39.62	\$40.81	\$42.04

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1010	MENTAL HEALTH THERAPIST	01	0	\$27.22	\$28.04	\$28.61	\$29.47	\$30.35
		02	2	\$28.30	\$29.15	\$29.74	\$30.63	\$31.55
		03	3	\$29.40	\$30.28	\$30.89	\$31.82	\$32.78
		04	4	\$30.50	\$31.42	\$32.05	\$33.01	\$34.00
		05	5	\$31.59	\$32.54	\$33.19	\$34.19	\$35.22
		06	6	\$32.67	\$33.66	\$34.33	\$35.37	\$36.43
		07	7	\$33.76	\$34.78	\$35.48	\$36.54	\$37.64
		08	8	\$34.85	\$35.90	\$36.62	\$37.72	\$38.85
		09	9	\$36.24	\$37.33	\$38.08	\$39.23	\$40.41
		10	14@KP	\$37.70	\$38.84	\$39.62	\$40.81	\$42.04

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
0958	OCCUPATIONAL THERAPIST	01	0	\$29.14	\$30.02	\$30.62	\$31.54	\$32.49
		02	2	\$30.30	\$31.21	\$31.84	\$32.80	\$33.78
		03	3	\$31.48	\$32.43	\$33.08	\$34.07	\$35.10
		04	4	\$32.64	\$33.62	\$34.30	\$35.33	\$36.39
		05	5	\$33.81	\$34.83	\$35.52	\$36.59	\$37.69
		06	6	\$34.98	\$36.03	\$36.75	\$37.86	\$39.00
		07	7	\$36.15	\$37.24	\$37.98	\$39.12	\$40.30
		08	8	\$37.33	\$38.45	\$39.22	\$40.40	\$41.62
		09	9	\$38.82	\$39.98	\$40.78	\$42.01	\$43.27
		10	14@KP	\$40.37	\$41.59	\$42.42	\$43.69	\$45.01

OB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1005	PA GRADE 14	01	0	\$37.99	\$39.51	\$40.31	\$41.52	\$42.77
1257	NP GRADE 14	02	2	\$39.37	\$40.95	\$41.77	\$43.03	\$44.32
		03	3	\$40.86	\$42.49	\$43.35	\$44.65	\$45.99
		04	4	\$42.42	\$44.12	\$45.01	\$46.36	\$47.75
		05	5	\$44.05	\$45.81	\$46.73	\$48.13	\$49.58
		06	6	\$45.72	\$47.55	\$48.50	\$49.96	\$51.46
		07	7	\$47.49	\$49.39	\$50.38	\$51.90	\$53.46
		08	8	\$49.31	\$51.28	\$52.31	\$53.88	\$55.50
		09	9	\$51.27	\$53.32	\$54.39	\$56.03	\$57.71
		10	14@KP	\$53.33	\$55.47	\$56.58	\$58.28	\$60.03
		11	16@KP	\$54.93	\$57.13	\$58.28	\$60.03	\$61.83
		12	20@KP	\$56.58	\$58.85	\$60.03	\$61.83	\$63.69

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1307	PA GRADE 15	01	0	\$47.33	\$49.19	\$50.16	\$51.63	\$53.16
1341	NP GRADE 15	02	2	\$49.18	\$51.11	\$52.11	\$53.65	\$55.23
		03	3	\$51.09	\$53.05	\$54.09	\$55.69	\$57.33
		04	4	\$52.91	\$54.99	\$56.07	\$57.72	\$59.43
		05	5	\$54.76	\$56.92	\$58.04	\$59.75	\$61.51
		06	6	\$56.62	\$58.84	\$60.00	\$61.78	\$63.60
		07	7	\$58.47	\$60.77	\$61.97	\$63.80	\$65.69
		08	8	\$60.35	\$62.73	\$63.96	\$65.85	\$67.80
		09	9	\$62.72	\$65.19	\$66.48	\$68.44	\$70.47
		10	14@KP	\$65.19	\$67.76	\$69.10	\$71.14	\$73.25
		11	16@KP	\$67.12	\$69.76	\$71.14	\$73.25	\$75.42
		12	20@KP	\$69.10	\$71.83	\$73.25	\$75.42	\$77.65

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
2085	PA/NP GRADE 88	01	0	\$57.70	\$60.01	\$61.21	\$63.05	\$64.95
		02	2	\$60.00	\$62.40	\$63.65	\$65.56	\$67.53
		03	3	\$62.33	\$64.83	\$66.13	\$68.12	\$70.16
		04	4	\$64.63	\$67.22	\$68.57	\$70.63	\$72.75
		05	5	\$66.93	\$69.61	\$71.01	\$73.14	\$75.34
		06	6	\$69.24	\$72.02	\$73.46	\$75.67	\$77.94
		07	7	\$71.58	\$74.45	\$75.94	\$78.22	\$80.57
		08	8	\$73.88	\$76.84	\$78.38	\$80.73	\$83.16
		09	9	\$76.83	\$79.91	\$81.51	\$83.95	\$86.47
		10	14@KP	\$79.91	\$83.11	\$84.78	\$87.32	\$89.94
		11	16@KP	\$82.31	\$85.61	\$87.32	\$89.94	\$92.64
		12	20@KP	\$84.78	\$88.18	\$89.94	\$92.64	\$95.43

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
0401	PHYSICAL THERAPIST	01	0	\$29.14	\$30.02	\$30.62	\$31.54	\$32.49
		02	2	\$30.30	\$31.21	\$31.84	\$32.80	\$33.78
		03	3	\$31.48	\$32.43	\$33.08	\$34.07	\$35.10
		04	4	\$32.64	\$33.62	\$34.30	\$35.33	\$36.39
		05	5	\$33.81	\$34.83	\$35.52	\$36.59	\$37.69
		06	6	\$34.98	\$36.03	\$36.75	\$37.86	\$39.00
		07	7	\$36.15	\$37.24	\$37.98	\$39.12	\$40.30
		08	8	\$37.33	\$38.45	\$39.22	\$40.40	\$41.62
		09	9	\$38.82	\$39.98	\$40.78	\$42.01	\$43.27
		10	14@KP	\$40.37	\$41.59	\$42.42	\$43.69	\$45.01

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1012	PSYCHOLOGIST	01	0	\$33.82	\$34.84	\$35.54	\$36.61	\$37.71
		02	2	\$35.79	\$36.86	\$37.60	\$38.73	\$39.90
		03	3	\$37.75	\$38.89	\$39.67	\$40.86	\$42.09
		04	4	\$39.69	\$40.89	\$41.71	\$42.96	\$44.25
		05	5	\$41.66	\$42.91	\$43.77	\$45.09	\$46.44
		06	6	\$43.62	\$44.93	\$45.84	\$47.21	\$48.63
		07	7	\$45.58	\$46.95	\$47.89	\$49.33	\$50.81
		08	8	\$47.53	\$48.96	\$49.94	\$51.44	\$52.99
		09	9	\$49.45	\$50.94	\$51.96	\$53.52	\$55.13
		10	14@KP	\$51.43	\$52.97	\$54.03	\$55.66	\$52.97

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
1551	PSYCHOLOGY FELLOW	01	0	\$20.33	\$20.95	\$21.37	\$22.01	\$22.67

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
0440	RESOURCE COORDINATOR	01	0	\$27.22	\$28.04	\$28.61	\$29.47	\$30.35
		02	2	\$28.30	\$29.15	\$29.74	\$30.63	\$31.55
		03	3	\$29.40	\$30.28	\$30.89	\$31.82	\$32.78
		04	4	\$30.50	\$31.42	\$32.05	\$33.01	\$34.00
		05	5	\$31.59	\$32.54	\$33.19	\$34.19	\$35.22
		06	6	\$32.67	\$33.66	\$34.33	\$35.37	\$36.43
		07	7	\$33.76	\$34.78	\$35.48	\$36.54	\$37.64
		08	8	\$34.85	\$35.90	\$36.62	\$37.72	\$38.85
		09	9	\$36.24	\$37.33	\$38.08	\$39.23	\$40.41
		10	14@KP	\$37.70	\$38.84	\$39.62	\$40.81	\$42.04

JOB CODE	JOB TITLE	STEP	YRS/EXP	10/01/08 (3%)	10/01/09 (3%)	4/01/10 (2%)	10/01/10 (3%)	10/01/11 (3%)
0387	SPEECH PATHOLOGIST	01	0	\$30.23	\$31.14	\$31.76	\$32.72	\$33.70
		02	2	\$31.45	\$32.39	\$33.04	\$34.04	\$35.06
		03	3	\$32.65	\$33.63	\$34.31	\$35.34	\$36.40
		04	4	\$33.86	\$34.87	\$35.57	\$36.64	\$37.75
		05	5	\$35.07	\$36.13	\$36.85	\$37.96	\$39.10
		06	6	\$36.29	\$37.38	\$38.13	\$39.28	\$40.46
		07	7	\$37.49	\$38.62	\$39.40	\$40.58	\$41.80
		08	8	\$38.70	\$39.86	\$40.66	\$41.88	\$43.14
		09	9	\$40.27	\$41.48	\$42.31	\$43.58	\$44.89
		10	14@KP	\$41.88	\$43.14	\$44.00	\$45.33	\$46.69

1. In-Lieu of Benefits Rates

AU – Audiology	\$0.40
CD – Clinical Dietician/Nutrition Specialist	\$0.40
MH – Mental Health (includes Addiction Medicine)	\$1.50
MP – Mental Health – Psychologist	\$1.50
MW – Nurse Midwife	\$1.50
NP/PA- Merit	\$1.50
NP/PA – Step	\$1.50
PM – Physical Medicine	\$0.40
RE – Regular Exempt: - MSW - MSW – Home Health - Cancer Counselor	\$0.40
SP – Speech Pathology	\$0.40

APPENDIX B: SCHEDULING

1. PRIMARY CARE

- A. Creation of the schedule will occur at the local level. There will be no overbooks without individual nurse practitioner or physician assistant approval until such time that the local scheduling processes are resolved via joint decision making.
- B. Primary Care Nurse Practitioner or Physician Assistant Panel Size: Nurse Practitioner or Physician Assistant panels are considered “full” or “closed” when the panel fills 80% of capacity (using the current panel methodology). Some panel sizes will vary based on individual practice and responsibilities in the team. This will be determined at the local level.
- C. Pay Practice: Primary Care nurse practitioners and physician assistants, when patient care demands additional availability, may prospectively add appointment time to their daily schedules. They will be paid at their hourly equivalent rate for this work. This will follow local approval processes for extra clinics.

2. OUTPATIENT PHYSICAL AND OCCUPATIONAL THERAPY

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

Eight Hour Schedules

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

Ten Hour Schedules

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

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

APPENDIX C

CELLULAR PHONES FOR CONTINUING CARE SERVICES EMPLOYEES AND EXPANDED CARE SERVICES EMPLOYEES

Employees working the Continuing Care Services and Expanded Care Services will be compensated for the business use of their personal cellular phones.

- A. If only business calls have been made on a phone during a billing cycle, the employer will reimburse the employee for 100% of the cell phone plan cost for that month.
- B. If an employee makes personal calls on his/her cell phone, the employee will be reimbursed by the employer for the percentage of cost of the minutes attributable to business.
- C. The employer's computation worksheet shall clearly show the calculations of the per-minute cost attributed to business and personal use, the percentage obtained, and the amount to be reimbursed.

APPENDIX D

LETTER OF AGREEMENT ON JOINT DECISION MAKING

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

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

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

To enact/activate these principles, we agree to:

1. Convene representatives of the employer and the union (Design Group), including appropriate professional resources, not to exceed eight members, to:
 - Determine and arrange for delivery of training;
 - Identify the existing groups appropriate for joint decision making recognizing the differences between groups involved with operational and clinical strategies;

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

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

APPENDIX E

SABBATICALS

Summary: Sabbatical leave is a significant block of time for a health professional to pursue professional medical education goals or medical social service goals. If a Sabbatical is primarily for educational purposes, that training should be performed at an institution that provides accredited medical education or other acceptable setting. See Article 13C Sabbatical Leave of 2002 contract.

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

Eligibility: OFNHP Professionals who work a minimum of 50 percent of a full-time schedule are eligible for Sabbatical Leave after seven years of consecutive service in the Northwest Region. After approval of the Sabbatical by the local workgroup, the Sabbatical request must be submitted in advance, to the Human Resources Education Department. The Department will notify the Health Professional when the Sabbatical is approved (see also "Procedure" on next page). The proposal must include the beginning and ending dates of the Sabbatical, location, facility and a description of the professional education and/or social service that will occur.

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

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

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

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

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

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

SABBATICAL LEAVE REQUEST

Form: The required Sabbatical leave request form is available from your Health Plan Manager or the Human Resources Education Department. The completed form along with communications of agreement from the sponsoring institution should be sent to the Human Resources Education Department at KPB 13th floor.

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

Procedure:

1. The Health Professional requesting the leave completes the form and obtains approval from the local work group. The applicant has the right to be present in the work group discussion. The request form and supporting documents are sent to the Human Resources Education Department.
2. The Human Resources Education Department will review form for completeness and approve the request as long as no more than eight professionals are on leave at any one time. Seniority will be used if there are more applicants than slots.
3. If an applicant's proposal is rejected by the local work group, the applicant may appeal a decision to the Joint Management/Bargaining Unit Sabbatical Administrative Committee (JSAC) in writing. An appeal is forwarded to the OFNHP office. The decision by the committee is final and binding and cannot be appealed to through the grievance procedure.
4. All questions about implementation of the Sabbatical Policy will be decided by the JSAC using a joint decision making process outlined in the LMP process of the National Contract.
5. A copy of the approved request is placed in the employee's personnel file.
6. The start date for the Sabbatical must meet current staffing needs.

SABBATICAL LEAVE REQUEST FORM

[Send completed form via Interoffice mail to Human Resources Education Department, KPB-13]

OFNHP Professional Unit _____ Application Date: _____

1. Name: _____

Specialty: _____

Work location: _____ Extension: _____

Work Email: _____ Other Email: _____

Home Address and Phone: _____

Health Plan Manager and Contact Phone Numbers: _____

I certify that the Local Work Team for the above Sabbatical Applicant has approved the Sabbatical Plan.

Signed: _____
Health Plan Manager _____ Date _____

2. Kaiser length of service anniversary date: _____

Complete years of full time service: _____

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

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

SABBATICAL LEAVE REQUEST FORM
PAGE 2

5. Give a detailed description of your Sabbatical program:

6. List goals of your Sabbatical program:

7. Outcome measures: Describe the outcome assessment process that you will employ. Please provide the means by which you will determine whether the objective has been met:

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

SABBATICAL LEAVE REQUEST FORM
PAGE 3

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

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

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

APPENDIX F

BACKFILL

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

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

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

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

- Support LMP work: optimize the ability of labor partners to attend LMP activities;
- Steward representation of employees: support for Steward representation of employees throughout the Corrective Action process;
- Maintenance of patient access to medical care: minimize/eliminate cancellation of patients due to LMP meetings and Steward activities;
- Maintain quality patient care: ensure quality of care by allowing adequate time to accomplish clinical work;
- Create a plan that fits within the current financial constraints of the 2005/2006 budget and LMP funds: must work within the 2005/2006 operational budget and LMP coverage fund.

2. The Union and the Employer commit to develop regional and local plans to implement the backfill language specified in the 2005 National Agreement by the beginning of the 2007 budget cycle.

3. In order to aid local leadership groups to successfully develop and implement the plans resulting from the charge set forth in #1 above, the brainstorm options offered and discussed during the 2005 negotiations are set forth below:

Charge 1 Brainstorm Options:

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

Charge 2 Brainstorm Options:

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

MISC – Brainstorm Options to Build Union Capacity

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

APPENDIX G

SALARY REVIEW COMMITTEE

The parties agree as part of the 2005 negotiations to replace the Comparable Review Committee with the Salary Review Committee. The Committee will review group (job classification) concerns as well as individual concerns. The process shall be as follows:

1. A person or a group (job classification or specialty within a classification), or manager may raise a salary, differential, or premium pay issue.
2. A person or group with a concern may pursue an issue with the OFNHP Leadership or Labor Relations.
3. Either party may request a Committee to convene to examine the issue. Said Committee will be titled the Salary Review Committee. It will be composed of three Union members (may include Internal Organizer) and three management members. A Northwest Permanente Advisor will be invited for issues that affect Permanente responsibilities. Two members of each party will be considered a quorum.
4. The individual, group, job, or responsible manager will appear before the Committee to present the concern/issue.
5. 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.)
6. Based upon relevant data, and using IBPS 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.
7. 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(s) to resolve the matter.
8. The senior leaders will review the decision, uphold same, or come to a different conclusion.
9. Decisions by senior leaders are final and binding, not subject to the grievance procedure.
10. Requests will be processed within 90 days of the date of 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.

APPENDIX H

LETTER OF UNDERSTANDING – Proposal to OFNHP to resolve all current Maintenance of Benefits Issues

March 8, 2006

Ms. Kathy Geroux
Oregon Federation of Nurses and Health Professionals
P.O. Box 1566
Clackamas, Oregon 97015

Dear Ms. Geroux:

Re: Letter of Understanding – Proposal to OFNHP to resolve all current Maintenance of Benefits Issues

1. One additional PTO day for OFNHP Professionals and OFNHP Laboratory Professionals – Effective January 2008
2. One-and-a-half additional ESL days for OFNHP Professionals and OFNHP Laboratory Professional – Effective January 2008
3. Partner during 2006 with one employee designated by OFNHP to review 2007 benefit potential changes – beginning no earlier than June. Employer will keep employee whole. Duties will include understanding possible benefit changes raising questions and brining matters to the attention of OFNHP leadership.
4. BAH eliminated for Laboratory Professionals.
5. All other Maintenance of Benefits Issues resolved as follows:
 - The Union will drop grievances that have been filed.
 - The Union will drop the current Unfair Labor Practice Charge pertaining to benefits.
 - The Employer’s Policy entitled “Holiday Policy for Flex Plan Employees in the Laboratory Professionals and Professionals Bargaining Units will be effective as of March 1, 2006.

AGREED:

For the Employer:

For the Union:

William A. Rector
Senior Labor Relations Consultant

Kathy Geroux
President
Oregon Federation of Nurses & Health Professionals

Date:

Date:

APPENDIX I

KAISER PERMANENTE NORTHWEST REGION

AND

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

AND

**OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS
PROFESSIONAL EMPLOYEES**

March 1, 2006

**Holiday Policy for Flex Plan Employees in the Laboratory Professional and
Professional Bargaining Units**

1. Recognized Holidays

<u>New Year's Day</u>	<u>Labor Day</u>
<u>Memorial Day</u>	<u>Thanksgiving Day</u>
<u>4th of July</u>	<u>Christmas Day</u>

2. Eligibility for Holiday Pay

All employees with scheduled hours of 20 or more hours per week. (There is no waiting period.)

3. Definition of Holiday for Pay Purposes

For Laboratory Professionals:

If an employee's work shift includes work on both a holiday and a non-holiday, the entire shift shall be paid at the time and one half (1.5X) premium pay rate in cases where the majority of hours worked on such shift are between 12:01 am and the following midnight of the holiday.

For Professional Bargaining Unit Employees:

On a holiday the employee will be paid 1.5 times the employee's hourly equivalent rate of pay for all hours worked. Employees scheduled to work the night shift shall receive the holiday rate of pay from 1800 the evening prior to the beginning of the holiday to 0800 on the morning after the holiday.

4. Holidays Falling on Saturday or Sunday

Departments which are normally closed in recognition of the holiday will observe on the Friday before the Saturday holiday or Monday following the Sunday holiday. However, the actual

holiday will be recognized for purposes of paying premium pay (time and one half) for employees who work the actual holiday.

EXAMPLE: Christmas fall on a Sunday and the facility is closed on the following Monday in recognition of the holiday. If the employee works on Sunday, he/she will be paid premium pay (time and one half). If the employee then works on Monday, he/she will be paid straight time.

5. Pay for Holidays Not Worked

a. If a holiday falls on a normally scheduled work day and an eligible employee is scheduled off because of the holiday, the employee will receive pay at the normal straight-time rate for the number of hours he/she normally would have been scheduled.

b. Holidays Not Worked, Professional Bargaining Unit

Employees may elect not to take the holiday and work an extra day in the holiday week to make whole his/her weekly salary. This could be treated as holiday worked in paragraph 6.b. below (i.e., employee banks holiday for taking later in the year). This situation may occur when the facility is closed on a normally scheduled work day, or the holiday falls on a normally scheduled day off.

c. Holidays Not Worked, Laboratory Professionals

Employees may elect not to take the holiday and need not work an extra day to be made whole, but may arrange to do so. If the employee does not take the holiday, it may be banked for later in the year.

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

e. Holiday paid, but not worked, shall NOT count as time worked for the purpose of computing weekly overtime or consecutive day pay for Laboratory Professional employees.

6. Pay for Holiday Worked

a. Employees (including OFNHP Professional bargaining unit employees) who provide direct patient care in a 24/7 department who work on a holiday, will be paid at the rate of double time and one-half for the holiday worked (1.5X for the holiday worked and 1.0X for holiday taken). In situations when such an employee works a double shift on a holiday, the first will be paid at double time and one-half and the second shift at time and one-half.

b. However, the employee may elect to NOT take the holiday pay on the holiday worked, but to “bank” the day for use later in the year. The employee would take any banked holidays on the first day of a scheduled PTO vacation, and would need to take them in the “benefit year” earned. For instance, Christmas 2005 falls in the benefit year 2006 and would need to be taken prior to the end of the last pay period in 2006 (by December 16, 2006).

c. For Laboratory Professional Employees, holiday worked shall count for the purposes of computing weekly overtime and consecutive day pay.

APPENDIX J

KAISER PERMANENTE NORTHWEST REGION AND OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS PROFESSIONAL AGREEMENT

Letter of Understanding

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

ATTENDANCE

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

BACKFILL

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

They may appoint an oversight and planning group.

HRIS August 30 memo from Peter DiCicco and Leslie Margolin

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

HRIS Local List

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

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

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

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

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

INCLEMENT WEATHER

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

INPATIENT SITE SPECIALISTS, INPATIENT APPLICATION COORDINATORS, INPATIENT TRAINING/CURRICULUM DEVELOPERS AND OTHER RELATED POSITIONS.

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

LANGUAGE FOR BARGAINING UNIT JURISDICTION WHILE IN THE IDM PROGRAM

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

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

PENSION TRUST FUND

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

POST RATIFICATION ECONOMIC ISSUES

Certain unresolved compensation-related issues may be resolved after ratification. In cases where processes developed at local bargaining table do not resolve the issue, either party may refer unresolved

issues to the senior medical or dental manager in the Health Plan who will work with the senior leader of the local union(s) to resolve the matter. Decisions or a failure to reach agreement at this point are final and binding.

SHOP STEWARDS

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

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

WORKFORCE PLANNING

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