

August 20, 2009

Ms. Sharon Culley
Internal Organizer
Oregon Federation of Nurses and Health Professionals
2045 S.E. Ankeny Street
Portland, Oregon 97214

Re: Primary Care – Affiliated Clinician Shift Vacancies

Dear Sharon:

This letter confirms the parties' agreement to fill open designated shifts, if the shift remains open following placement of part-time, on call and per diem employees, into scheduled vacancies.

1. A "volunteer list" will be created at each Primary Care clinic by the PCM or Detail Clerks and will include regular and on-call Affiliated Clinicians (PA's NP's, and Nurse Midwives), plus other Affiliated Clinicians that wish to be included.
2. When the advance work schedule is released by the PCM or Detail Clerk, if there are vacancies in the schedule, the Staffing Scheduler will fill the vacancies using the "Volunteer List." Vacancies will be filled from most to least senior qualified Affiliated Clinicians on the "Volunteer List."
3. An employee from the "Volunteer List" that fills the vacancy will be paid his/her regular rate of pay plus a "volunteer incentive" of \$14 per hour. The shift worked must be above and beyond the employees current FTE. Such employee's name will then go to the bottom of the "Volunteer List".
4. Affiliated Clinicians on the standby or backup coverage will be called into work prior to Affiliated Clinicians on the "Volunteer List" for short notice call outs.
5. The local work groups will identify the vacancies that need to be filled and identify which employees are able to volunteer for the vacancy based on proper "scope of practice."
6. Nothing in this agreement supersedes the specific provision of the contract (i.e. supernumery lists).

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This Agreement applies to all on-call, part-time and full-time Affiliated Clinicians (NP, PA, and Nurse Midwives) provided the employee is qualified for the opportunity. This Agreement may be cancelled at any time by either of the parties with thirty (30) days notice. If this Agreement is cancelled, the parties agree to revert to the current replacement system and premiums.

If you agree with the above, please sign in the space provided below and return one signed copy of this letter to my attention.

AGREED:

For the Employer:

Craigton Young
Craigton E. Young
Lead Senior Labor Relations Consultant

Date:

8/20/09

For the Union:

Gary Steven
OFNHP

Date:

9/16/09