


MEMORANDUM OF AGREEMENT

1. This agreement is entered into between the Oregon Federation of Nurses and Health Practitioners ("OFNHP") and Kaiser Foundation Hospitals and Kaiser Foundation Health Plan of the Northwest (jointly, "Kaiser").
2. The agreement concerns OFNHP-represented employees, whether treated as hourly or exempt, working in the field for Home Health, Hospice and Home Infusion programs in Continuing Care Services ("affected employees") at any time between May 27, 2008 and November 1, 2008. This agreement does not pertain to employees who stopped working in such positions prior to May 27, 2008, although the parties may negotiate a separate agreement concerning such employees.
3. Kaiser will continue its practice, begun on or about November 1, 2008, of treating as time worked the time affected employees spend traveling between their homes and other work locations provided the employee begins and/or ends their work day by doing required or permitted work duties at home.
4. OFNHP withdraws with prejudice its grievance of June 11, 2008.
5. Affected employees may opt in to a back-pay settlement by signing an individual release, a sample of which is attached as Exhibit A. The copy of Exhibit A provided by Kaiser to OFNHP prior to September 2009 will be modified to state clearly the time limit for acceptance described below.
6. Employees who choose to opt in by signing a release will receive a back pay settlement as described below. Employees who choose not to sign a release will not participate in the back pay settlement.
7. The back pay settlement will be calculated using a retroactive time frame from May 27, 2008 to November 1, 2008.
8. The back pay settlement for each employee will consist of one hour compensation for each shift worked during the retroactive time frame. Compensation will be paid for all days worked without regard to where work was started or finished.
9. Compensation will consist of one hour of straight-time pay using the employee's basic hourly rate (BHR) as well as all applicable benefits, including, but not limited to, vacation time, sick leave and retirement contributions.
10. Within 7 days of the signing of this Memorandum, Kaiser will prepare an individual waiver for each employee stating the amount of gross wages to which the employee would be entitled if s/he opted to participate in the settlement and will provide copies of the waivers to OFNHP. Within 10 days of the signing of this Memorandum, Kaiser and OFNHP will hold a joint meeting of all affected employees (or as close to all affected

employees as practicable) to distribute the individual waivers. Signed waivers will not be collected at the meeting. The parties will work together to distribute waivers to any employees not attending the meeting.

11. Each employee will have three weeks from receipt of his or her individual waiver to return a signed waiver to the Union. Within two weeks of receiving an affected employee's signed waiver from the Union, Kaiser will provide the employee a check for net wages and, within four weeks, it will credit the employee with appropriate benefits. The settlement check will be a separate check rather than being combined with any other payment.



For OFNRP

11/4/09
Date



For Kaiser

10-30-09
Date