

Letter of Agreement
Primary Care – Hours of Operation
KPNW and OFNHP, SEIU and UFCW

The parties agree to the following regarding the April 19, 2010 change in hours of operation for Primary Care clinic hours.

- 1) RN schedules shall remain unchanged except by mutual agreement.
- 2) Lab Schedules shall remain unchanged until at least May 17, 2010.
- 3) Mock schedules shall not be posted.
- 4) The clinic schedules shall be bargained in partnership at the clinic level. There shall be no RiF's, loss of coded hours, or involuntary FTE changes as a result in the change in operating hours.
- 5) Staff are encouraged to email the PCM if they have concerns of how the last appointment is being filled.
- 6) There will be a four (4) month review of the hours changes and all impacts, as well as a review every subsequent three (3) months for 12 months. KPNW will provide the information requested by CKPU prior to these meetings.
- 7) The parties will establish a clear and compliant process for checking in groups, MH/AM and classes. Registration Staff will continue to check-in for early and late appointments consistent with current practice.
- 8) There will be no change in clinic assignment locations, unless driven by the collective bargaining agreement.
- 9) Any staff whose assignment changes shall be offered retraining as described in the OFNHP-RN LOU for Urgent Care and Extended Hours changes.
- 10) OFNHP – Professional Employees: There will be no additional days scheduled for the Professional Bargaining Unit without mutual agreement. The parties agree to meet regarding this matter by March 31, 2010.
- 11) Hours of Operation - Primary Care: For the next 12 months, Management agrees to meet with Labor prior to any additional changes to hours of operation so labor can have substantial input per the LMP decision making continuum to the proposed changes.
- 12) Shift Differential: KPNW agrees to pay nine (9) months worth of shift differential to any employee that loses shift differential because of the change in

hours on April 19, 2010. Differentials will be paid based on the actual differential earned for the last nine months.

The parties agree to incorporate the language from the OFNHP - LOU for UCC and Extended Hours Changes, Team Leaders, sec. 2(b), dated 02/11/09, for RN Team Leaders affected by the changes in hours.

- 13) Joint Staffing Process: The parties agree to follow the National Collective Bargaining Agreement regarding joint staffing (Section 1(F)(2)), and will discuss patient safety as part of this process.
- 14) Schedules: LVK - UCC - Labor and Management shall meet with affected staff at LVK to discuss issues arising from cuts to UCC hours to develop new employee schedules.

Management shall continue to work with Labor to advance issues around patient access and a safety net due to the closure of UCC.

- 15) Work Schedules will be determined per the terms and conditions of the collective bargaining agreements.
- 16) The parties agree to work in Partnership through April 2, 2010 to build revised schedules for the weeks of April 19 and 26, 2010. KPNW will post schedules for the weeks of April 18 and 25, 2010 on April 2, 2010.

This agreement becomes effective upon signature below.

For KPNW:

Kevin B. Dell 3.29.10
DATE:

For SEIU:

[Signature] 3.30.10
DATE:

For OFNHP:

[Signature] 3-29-10
DATE:

For UFCW:

[Signature] 3/30/10
DATE: