

**Letter of Agreement
Use of Benefited Time for One-Way Trades
Grievance Resolution, Step 3**

This agreement between OFNHP and Kaiser Foundation Health Plan of the Northwest is entered into to resolve a grievance concerning One-Way shift trades between Registered Nurses in the Regional Call Center.

The Grievance:

OFNHP filed a grievance because it believes that an RN can secure another RN to work for that RN at straight time so long as the replacement RN is able to work the requested shift in addition to fulfilling her contractually required schedule. OFNHP believes that employees should be granted the opportunity to engage in one way trades, i.e., give shifts to other employees currently oriented at RAN, without being required to use benefited time. Further, OFNHP states the employee should have the option to choose between Work Without Pay (WOP), Vacation, Float or Flex time to cover the shift not worked.

The Resolution:

After careful consideration and discussion between the parties, KFHP agrees, in addition to the provision in the collective bargaining agreement regarding "Guidelines for Time Off" set forth in Article 10, Section K (1) (i), all shifts included in a one way trade agreement between RNs will include the following:

1. If two RNs trade a shift between each other, there will be no restrictions based on the length of shift being traded or taken.
2. Once two RNs have made trade agreements, they are personally responsible for the shifts accepted during the trade and may not trade it with a third party.
3. If an On-Call RN agrees to a one way trade, this is above and beyond their contractual agreed shifts. In other words that employee will be required to meet the agreed upon shifts not including the one way trade.
4. A trade cannot be made if it will result in overtime, double-time or double-back pay for any of the RNs making the trade.
5. RNs may make a trade without being required to use benefitted time; they have the option of working without pay, use accrued vacation, float or flex time to cover the shift not worked.

This agreement will not be considered a precedent. Any modifications to this agreement will be mutually agreed upon.



Scott B. Allan, Director



Elex Tenney, OFNHP Vice President/
Acting President

Date

Date

6/2/11

5/18/2011