## LETTER OF AGREEMENT BETWEEN **KAISER FOUNDATION HEALTH PLAN, INC. & OREGON FEDERATION OF NURSES AND HEALTHCARE PROFESSIONALS PROFESSIONAL BARGAINING UNIT**

This Letter or Agreement is to clarify the seniority language in the OFNHP Professional Bargaining Unit Collective Bargaining Agreement as it pertains to on call employees. The following language replaces the language found in Article 6.A.1 and Article 6.A.8.

Article 6.A.1

Seniority is determined by the date of hire into a coded position in the Northwest Region into a discipline included in the bargaining unit. On-call employees do not have seniority except as provided in Art 6.A.8.

Article 6.A.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 on 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 cumulatively in an on call position. The calculation of the number of seniority years credited for on call service cannot exceed the number of years worked while on call. 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. Seniority ranking amongst on-call employees bidding for the same coded position will be based on cumulative hours worked oncall in the same discipline as the job posting being bid upon.

Art 6.D.2: "Seniority shall prevail between existing employees, first among coded employees and second among on-call employees as provided in Art 6.A.8, when qualifications, performance and experience are approximately equal.

AGREED:

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NHP 10/9/2014