## Consecutive Day Premium Letter of Agreement OFNHP Registered Nurses and Technologists June 17, 2015

In order to fully and completely resolve all issues in dispute, and without any concession of wrongdoing, and to avoid the further cost of litigation or arbitration, the Oregon Federation of Nurses and Health Professionals, AFT Local 5017 ("Union" or "OFNHP"), and Kaiser Foundation Employer of the Northwest / Kaiser Foundation Hospitals ("KP") agree to settle all grievances and related issues regarding consecutive day pay as follows:

- 1. The "Consecutive Day Premium" described in the RN and Technologist Collective Bargaining Agreements ("CBA") shall be applied as follows.
  - a. When counting consecutive days of work for the purposes of premium pay, KP will count in a contiguous, calendar based order. KP will not count "core shifts" first before counting "extra" shifts.
  - b. There shall be no duplication of overtime payments for the same hours worked under any of the provisions of this Agreement or the CBAs. To the extent hours are compensated for at overtime/premium rates under one provision, those same hours shall not be counted in determining overtime/premium pay under the same or any other provision. However, if more than one provision is applicable, the higher rate shall apply.
- 2. This Agreement is effective as of the day of signing by both parties and is retroactive for the individual grievants to the pay period beginning in which September 8, 2014 falls.
- 3. If an inpatient or ambulatory surgery center RN or Technologist believes he/she has additional consecutive day shift(s) since the pay period in which May 27, 2014 falls that should also be reviewed, those employees and/or OFNHP will identify such shift(s) to the applicable manager within 30 days of signing by both parties.

4. This Agreement and its remedies in Paragraphs 2 and 3 above settle all current disputes and grievances regarding consecutive day pay in Surgical Services. This document contains the entire agreement. The parties agree to interpret the contract as set forth in Paragraph 1 above, and this settlement remedy is non-precedent setting.

## AGREED:

For the Employer:	For the Employer:	For the Union:
 Allison Reid Director, Surgical and Interventional Services	Elizabeth Sullivan Administrator, Regional Ambulatory Surgery Centers	Dawnette McCloud Executive President
6-19-2015 Date	6-19-2015 Date	6-17-2015 Date

For the Employer:

Robert Sokol A

Senior Employee & Labor Relations

Consultant

6/19/2015 Date