

December 12, 2022

LETTER OF AGREEMENT  
between  
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST  
and  
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS

**RE: Temporary Inpatient Extra Shift Incentive**  
**BACKGROUND**

Kaiser Foundation Health Plan of the Northwest (“Employer” or “KPNW”) and Oregon Federation of Nurses and Health Professionals (“Union” or “OFNHP”) (collectively, “the parties”) are parties to a collective bargaining agreement (“CBA”) and enter into this letter of agreement (“LOA”) intended to address the **staffing and access** challenges currently faced at Kaiser Westside Hospital and Kaiser Sunnyside hospital.

**AGREEMENT**

The parties agree to the following:

1. This Letter of Agreement (“LOA”) only applies to the OFNHP RN and OFNHP Technical Employees bargaining unit represented employees performing work at Westside and Sunnyside Hospitals.
- 2) Shifts eligible for the incentive will be open and unfilled shifts worked above coding or zero coded (on call) requirements (Per item 5 below). The incentive shall be paid as follows:
  - a. OFNHP RN/TECH inpatient shifts worked at Sunnyside and Westside Hospitals:
    - i. Double time plus \$200 for each additional day shift worked.
    - ii. Double time plus \$400 for each additional mid/evening/night shift worked.
- 3) An additional shift is defined as an extra full shift (shifts may be 8, 10, or 12 hours in length depending on the respective department and worked in the care of patients. Non-productive hours (e.g., education, vacation, sick leave, admin/meetings) do not count

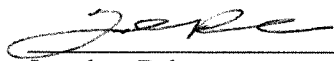
toward eligibility for this incentive. Only shifts filled after implementation of this agreement and through January 21, 2023, shall be eligible if all other criteria of the agreement are met.

- 4) Volunteers must be qualified to perform the work.
- 5) On-call RNs must work 24 hours in a pay period per the contractual availability terms prior to being eligible to receive this incentive for additional shifts worked.
- 6) On call TECH employees must work their contractual obligations prior to being eligible to receive this incentive for additional shifts worked.
- 7) To further ensure department needs are met, once the process identified within this agreement is exhausted for all qualified employees, unfilled shifts may be assigned outside the applicable bargaining unit to qualified employees.
- 8) Parties recognize this is a temporary incentive. Double time pay will be paid out for the pay period worked with its corresponding paycheck. Extra dollar amounts will be paid out as a lump-sum within two pay periods following expiration of this agreement. In the event of extension, lump sum payment will be made within two pay periods after the end of each agreement.
- 9) Existing contractual language regarding stacking of overtime/premium pay shall apply (e.g., if an RN works an extra shift that would already be double time, under this agreement the shift would be paid out as per this incentive – double time plus \$200 or \$400 respectively per Item #2) There shall be no duplication of the double-time incentive.
- 10) Shifts will be awarded in accordance with the parties CBA.
- 11) If a bargaining unit represented employee calls out unavailable to work a shift (excluding legally protected absences or the 8 hours of paid “COVID Adverse Reaction Leave” defined by the new vaccination policy [NATL.HR.057](#)) the employee will not be eligible for the above incentive during that pay period.
- 12) This LOA shall be effective upon signing and through January 21, 2023 and will automatically expire. The parties agree to meet at least five business days prior to expiration to discuss effectiveness and potential extension/renewal.
- 13) This agreement is non-precedent setting.

AGREED

## AGREED:

### For the Union:

 12.12.22  
Jonathon Baker  
President, OFNHP Local 5017

Date

### For the Employer:

 12-14-22

Wendy Watson  
Chief Operating Officer, KPNW

Date

Robert Sokol 12/14/2022

Robert Sokol  
Interim Vice President, Human Resources

Date

Matthew D. Freeman  
Matthew D. Freeman (Dec 15, 2022 12:17 PST) Dec 15, 2022

Matthew Freeman  
Chief Nurse Executive KWMC

Date

Kirsten Paric  
Kirsten Paric (Dec 15, 2022 12:15 PST) Dec 15, 2022

Kirsten Paric  
SR Employee & Labor Relations Consultant

Date