

December 22, 2022

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

RE: Temporary Regional Advice 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 within Regional Advice.

AGREEMENT

The parties agree to the following:

- 1) This Letter of Agreement (“LOA”) only applies to OFNHP RN employees performing work for Regional Advice.
- 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 is double time for incentive eligible shifts within Regional Advice as defined herein.
- 3) An incentive eligible additional shift is defined as an extra full shift (shifts are defined as 4 hours in length) during the following times:
 - M-F 0630 – 1030 and 1645 – 2045
 - Sat/Sun: 0700 – 1700

Nonproductive hours (e.g., education, vacation, sick leave, admin/meetings) do not count toward eligibility for this incentive. Only shifts after implementation of this agreement and through January 31, 2023, shall be eligible if all other criteria of the Agreement are met.

- 4) Volunteers must be qualified to perform the work.
- 5) Zero coded (on-calls) must work their contractual on-call availability requirements prior to being eligible to receive this incentive for additional shifts worked. Only incentive eligible shifts filled and worked after meeting on-call contractual obligations will be paid as incentive shifts under this LOA.
- 6) Parties recognize this is a temporary incentive. Double pay will be paid out for the pay period worked with its corresponding paycheck.
- 7) 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 –There shall be no duplication of the double-time incentive.
- 8) Shifts will be awarded in accordance with the parties CBA.
- 9) 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.
- 10) This LOA shall be effective upon signature of all parties and through January 31, 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.
- 11) This agreement is non-precedent setting.

AGREED

AGREED:

For the Union:

Leslie McKenna 12/22/2022
Leslie McKenna, OFNHP Internal Organizer

For the Employer:

Justin McGowan Signed for Wendy Watson 12/23/2022
Wendy Watson Date
Chief Operating Officer, KPNW

Holly Dukeshier 12/22/2022
Holly Dukeshier Date
Senior Nurse Manager, Regional Advice KPNW

Ismail Pekin 12/22/2022
Ismail Pekin Date SR
Employee & Labor Relations Consultant
