

December 29, 2022

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

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 the Wound Care Program in both the ambulatory and inpatients settings at Kaiser Westside Hospital and Kaiser Sunnyside hospital.

AGREEMENT

I. Eligibility:

- a. OFNHP RN bargaining unit represented employees performing work in the wound care program or who have previously floated to wound care, have been cross trained and are currently working in ambulatory medical office buildings, continuing care services, or at Westside and Sunnyside Hospitals.
- b. Shifts eligible for the incentive will be open and unfilled shifts worked above coding.
- c. Zero coded employees are eligible for incentives once all applicable Shift and Weekend availability per CBA and/or LOUs are met.
- d. Volunteers must be qualified to perform the work.

II. Compensation:

- a. Double Time for all hours worked on unfilled shifts above coding.
- b. WOCN overtime for additional consults beyond normal shift.

III. Shifts or WOCN Overtime Defined:

- a. Unfilled shifts (as determined by management) will be provided to staff at the time the schedule is released.
- b. An additional shift is defined as an extra full shift (shifts may be 4, 8, 10, or 12 hours in length depending on the respective department and worked in the care of patients. Nonproductive hours (e.g., education, vacation, sick leave, admin/meetings) do not count toward eligibility for this incentive.
- c. Remaining ambulatory open shifts after the schedule is released must be accepted no later than 3 weeks prior to work date to qualify for incentive (previously scheduled additional shifts following the signing of the LOA will be eligible for double time incentive).
- d. WOCN Only: Manager approved overtime will be eligible for incentive to see additional consults (Example could be scheduling a consult before or after a regular shift).
- e. Hospital shifts are eligible for incentive up to 2 days prior to shift.
- f. Emergency shifts approved by manager for previous or same day call outs will

be eligible for incentive.

- g. Once accepted, shifts cannot be canceled but shift may be traded between employees with active competencies. See article IX below.
- h. Only extra shifts filled and worked on or after the effective date of this LOA may be eligible if all other criteria of the agreement are met.

IV. Awarding of shifts: Shifts will be awarded in accordance with the parties CBA.

V. To further ensure department needs are met, once the process identified within this agreement is exhausted for all qualified employees; unfilled shifts may be awarded outside the applicable bargaining unit.

VI. By accepting an incentive shift that would create less than a 12-hour rest period between scheduled shifts, the employee waives this right if applicable.

VII. Parties recognize this is a temporary incentive. Double time pay will be paid out for the pay period worked with its corresponding paycheck.

VIII. 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). Where the CBA or existing LOU define different incentives or premiums relevant to Wound Care shifts awarded according to the provisions of this agreement, the superior incentive or premium will apply. There shall be no duplication of the double-time incentive.

IX. If a bargaining unit represented employee calls out unavailable to work a shift (excluding legally protected absences) the employee will not be eligible for the above incentive during that pay period.


X. This LOA shall be effective upon signing and through February 28, 2023. This agreement will automatically expire on February 28, 2023, unless mutual agreement is reached to extend, in writing.

XI. This agreement is non-precedent setting.

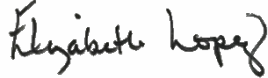
AGREED

For the Union:

For the Employer:

 12.30.22
Jonathon Baker Date
OFNHP President - Local 5017

 12/30/2022
Wendy Watson Date
Chief Operating Officer
KPNW

 12/30/2022
Elizabeth Lopez Date
Sr. ELR Consultant