

May 23, 2023

LETTER OF UNDERSTANDING
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST (“Employer” or “KPNW”
and
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS (“Union” or
“OFNHP” LOCAL 5017)

BACKGROUND

Kaiser Foundation Health Plan of the Northwest (“Employer” or “KPNW”) is a party to a collective bargaining agreement (the “CBA”) with Oregon Federation of Nurses and Health Professionals, Local 5017 (“the Union” or “OFNHP”) (collectively “the parties”) covering Professional Bargaining Unit employees. This LOU is intended to incentivize members of the Professional Bargaining Unit who work any unfilled shifts above the bargaining unit member’s coded hours at any KPNW location. The scope of this LOU is limited to Adult Primary Care and Urgent Care AC’s (Nurse Practitioners and Physician Assistants) or AC’s who have experience within Adult PC or UC within the last 18 months and pick up extra hours within the Adult Primary Care or Urgent Care department.

- 1) Eligibility:
 - a) All coded PC and UC AC OFNHP Professional Bargaining Unit Members who work unfilled shifts above their coding or SC AC’s who have experience in Adult PC or UC within the last 18 months.
 - b) Zero coded (on-calls) must work their contractual on-call availability requirements prior to being eligible to receive this incentive for additional shifts worked.
 - c) Only unfilled shifts as described in section 3 below shifts in the Primary Care or Urgent Care department are eligible.


- 2) Compensation:
 - a) \$45 per hour (Forty-five Dollars per hour) for all hours worked on unfilled shifts above coding or as provided in I.b above.
 - b) Unfilled shifts (as determined by management) will be provided to staff at the time the schedule is released.
 - c) Incentive shifts will align with any departmental agreements related to staffing. All eligible staff in the department will have an opportunity to bid for incentivized shifts.
 - d) All qualifying shifts beyond employees’ coded hours (or after on-call requirements are met), will be eligible for the incentive pay if the shift occurs during the qualifying period July 1 through December 31, 2023, regardless of when the shift was awarded.

- 3) Awarding of shifts:
 - a) a. For coded staff:
 - i) Incentive shifts will be awarded by departmental seniority up until seven (7) days prior to scheduled shift.
 - ii) Incentive shifts that remain available less than seven (7) days prior to shift, will be awarded on a first come, first serve basis.
 - b) b. For on-calls:
 - i) Incentive shifts will be awarded by seniority until seven (7) days prior to scheduled shift.
 - ii) Incentive shifts that remain available fewer than seven (7) days prior to shift will be awarded on a first come, first served basis.

May 23, 2023


- 4) 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.
- 5) If a bargaining unit member calls out unavailable on the same day or within the same pay period or leaves a shift early (excluding a legally protected absence) the employee will not be eligible for these shift incentives during that pay period.
- 6) Parties recognize this is a temporary incentive. Extra dollar amounts will be paid out as a lump-sum.
- 7) If an incentive shift is accepted, but the employee is needed to be moved back to their home location, the incentive pay will still be provided.
- 8) The award of this incentive will be additive to any criteria in CBA and LOU(s) regarding overtime, incentive pay, and other differentials.
- 9) This agreement will be in effect once signed, (see item 2d for qualifying period) and automatically expire on December 31, 2023. The Agreement may be extended by mutual written agreement of the parties.

For the Union:




Jonathon Baker 05/26/2023
President OFNHP Date
Local 5017


For the Employer:



Wendy Watson 5/25/23
Chief Operating Officer Date
KPNW



Martina Fetter 5/25/23
Senior Administrator, Care Delivery Date
KPNW



Kendra DUBY 5/25/23
Employee & Labor Relations Date
KPNW