

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 pickup any unfilled shifts above the bargaining unit member's coded hours at any KPNW location.

- I. Eligibility:
 - a. All coded OFNHP Professional Bargaining Unit Members who pick up unfilled shifts above their coding.
 - 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 shifts in Hospital Care Management (RN CC and SW) will qualify.

- II. 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. An additional one hundred Dollar (\$100) stipend for shifts equal to or greater than eight hours meeting evening, night and weekend criteria as provided in the CBA. Shifts less than eight hours will receive an additional fifty Dollar (\$50) stipend if evening, night or weekend criteria are met.


- III. Unfilled shifts (as determined by management) will be provided to staff at the time the schedule is released. Released schedule will include agency staff who are backfilling vacancies. Incentive shifts will align with any departmental agreements related to staffing.
 - a. A shift is defined as an extra full shift. Shifts may be 4, 8, 6, 10, or 12 hours in length depending on the respective department and worked in the care of patients.
 - b. Employee must work the full shift awarded to be eligible for the incentive.
 - c. Nonproductive hours (e.g., education, vacation, sick leave, admin/meetings) do not count toward eligibility for this incentive.
 - d. All eligible staff in department will have an opportunity to bid for incentivized shifts.

- IV. Awarding of shifts:
 - 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. 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.

- V. 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.
- VI. If a bargaining unit member calls out unavailable or leaves a shift early (excluding a legally protected absences) to work a regularly scheduled shift, the employee will not be eligible for these shift incentives during that pay period.
- VII. Parties recognize this is a temporary incentive. Extra dollar amounts will be paid out as a lump-sum payment on a monthly basis.
- VIII. If an incentive shift is accepted, but the employee is needed to be moved back to their home department, the incentive pay will still be provided.
- IX. The award of this incentive will be additive to any criteria in CBA and LOU(s) regarding overtime, incentive pay, and other differentials.
- X. This agreement is non-precedent setting.

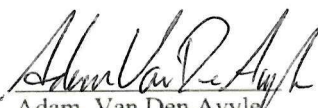
This LOU shall be effective June 1, 2023, through December 31, 2023. This agreement will automatically expire on December 31, 2023, unless mutual agreement is reached to extend, in writing.

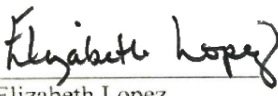
For the Union:

 7-31-23
 Jonathon Baker Date
 President OFNHP
 Local 5017

For the Employer:

 08-02-23
 Wendy Watson Date
 Chief Operating Officer
 KPNW

 7-31-2023
 Adam Van Den Avyle Date
 Hospital Administrator
 KPNW

 8-2-2023
 Elizabeth Lopez Date
 Employee & Labor Relations
 KPNW