

Tech BU LOU Index

1. Cardiac Surveillance KSMC shifts & differentials-Wages
2. PT Assistants KSMC Weekend Coverage & differentials-Wages
3. Wage Adjustment Committee-Wages
4. Workforce Development-LMP Partnership
5. Return to work Resource Coordinator/Physical Therapist/Occupational Therapy-Positions
6. Student Intern Respiratory Therapist-Wages
7. Surgical Services KSMC Tech/RN-Wages
8. Mileage Eye Care Services-Mileage
9. Anesthesia Tech I & II/Benefits/-Wages
10. On Call Respiratory Therapist-Wages
11. AWL-Evening shift coverage/Microbiology & MLT/Variable Shifts-Schedules
12. Surgical Services Weekend Shift Differential/KSMC
13. Hours, Overtime & Schedules/Respiratory Care-Overtime
14. Support Agent Position/Telephonic Medicine Center/Tenure Pay Steps-Wages
15. Work Patterns Side Letter
16. Addendum to Side Letter dated 12/3/2007
17. Sleep Lab Certification-Updates
18. ESL/PTO/Vacation/FMLA
19. Rest Breaks & Meal Periods
20. Medical Lab Tech II Eligibility Requirements
21. Health Information Specialist/Benefit Plans
22. Vacation Cancellation Eye Care Services
23. Surgical Tech/OR Room Technician 2-Wages
24. Orthopedic Techs Wage Adjustments
25. Retirement Plan
26. Clarification of Overtime/Consecutive pay for paid Holidays
27. Respiratory Care Part Time
28. Call Back Time for PT/OT Assistants
29. Orthopedic Tech BU Work Clarification between OFNHP & SEIU
30. West Side Cultural Norms & Expectations
31. Certified Optometry Assistants
32. OA Training Program
33. VE Schedule Changes and ESS Break Coverage
34. Clarification Education Dates & Training Times
35. West Side Specialty & Sunset MOB/Scrubs/Uniforms
36. VE Optical Lab job description changes
37. Histology Grave Yard Shift/Holidays
38. Bilingual differential-Wages
39. KP Regional Uniform dress
40. Tanasbourne Call Center-Travel expenses
41. Arbitrator Selection Panel
42. Seniority Clarification
43. Career Ladder (2 pages)

44. Extension of 2015 Schedule/Rehab Services Specialty Care
45. VE Certified OA Preceptor & Pay Differential-Wages
46. CVOR Stand by Pay-Wages
47. Wendy Ball settlement
48. Surgical Tech Career Ladder Postponement for Review
49. Community Health Navigators accretion
50. Optometry assistant Float & mileage agreement
51. Optometry assistant temporary double time agreement
52. Optometry core staffing model-amended
53. All tech in-pt incentive pay



Kaiser Foundation Health Plan of the Northwest

May 24, 2005

Alan Moore
Internal Organizer
OFNHP
PO Box 1566
Clackamas, OR 97015

Dear Alan:

As we discussed last week, a twelve hour weekend Cardiac Surveillance Technician position has been posted at KSMC. The shift switches from days to nights on alternating weekends. The hours are from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. We agreed an hourly wage differential of \$1.65 will be paid for this 24 hour weekend position.

Please sign below indicating your agreement with this understanding.

Yours truly,

Susan J Hron
Sr. HR/Labor Relations Consultant

Alan Moore
OFNHP

6-2-05

Date

cc: Beth Parmenter, Nurse Manager, KSMC

August 30, 2005

Alan Moore
Oregon Federation of Nurses and Health Professionals
P. O. Box 1566
Clackamas, Oregon 97015

Subject: PT Assistants KSMC Weekend Coverage

Dear Mr. Moore:

The parties met in May 2005 to discuss PT Assistant weekend coverage at KSMC. The following conclusions were reached:


1. PT Assistants who are coded to KSMC will participate equitably in weekend work.
2. The Employer will pay a \$4/hour differential for PT Assistants working at KSMC on weekends.
3. This differential will not apply to a PT Assistant with a current differential such as holidays.
4. The effective date of this change is June 1, 2005.

If you agree with the above, please indicate such agreement by signing in the space provided below and return one signed copy of this letter to my attention.

AGREED:

For the Employer:

For the Union:



William A. Rector
Senior Labor Relations Consultant



Alan Moore, Internal Organizer
OFNHP

Date: August 30, 2005

Date: SEPTEMBER 1, 2005

OFNHP TECHNICAL/KAISER PERMANENTE

LETTER OF AGREEMENT

RE: Wage Adjustment Committee

A compensation adjustment committee will be convened as soon as possible, but no later than 2 weeks after contract ratification, to review and adjust wages, differentials, and compensation inequities remaining after the 2005 bargaining session. The committee will consist of three members from labor and three members from management, both from the 2005 negotiating team. Any unresolved disputes will be appealed to the chief medical manager and /or chief dental business leader and top leader of the affected local union (or designees). Immediate priority will be given to cardiac surveillance techs, surgical assistants, operating room techs and medical lab techs.

[Signature]
For the Union

[Signature]
For the Employer

9/9/05
Date

9-9-05
Date

[Evin Sullivan
Bill Butcher]

MLT - LAURA RYAN
SURG - BILL

→ ~~possibly sleep lab tech~~
EVENING / NIGHT / LEAD / STANDBY / DIFFERENTIALS

OFNHP TECHNICAL/KAISER PERMANENTE

LETTER OF AGREEMENT

RE: Workforce Development

The Parties agree that the NW has numerous urgent workforce development needs and gives the RR&A Committee the following directives:

✓ 1. Re-launch the RR&A Committee with possible new members, meeting requirements, and the time necessary to complete the directives. To be completed by 10/1/05. *1st Meeting 11/9/05*

2. The RR&A Committee will improve access to information about educational resources by:
• Creating a communication tool of additional educational resources (i.e. website). *Distro List exist*
• Coordinating education funding and tuition reimbursement programs *(Existing committee - they report to us)*
• Ensuring all current career paths and lattices are published and available

To be completed by 3/31/06

Employee & Scholarshi

3. Create career lattices and ladders with HR and Union Leadership consultation for the following job classifications: Surgery Assistants, OR Tech, MLT, Pulmonary Sleep Lab, and RT. To be completed by 1/1/06

4. The RR&A committee will research and document educational needs and resources available including schools and technical programs, union apprenticeship programs, the Shirley Ware Center. They will also review and analyze the 2005 Workforce Planning Survey. To be completed by 1/1/06

Report on current u 12- mtg

5. The RR&A Committee will explore and/or create the following development strategies:

- Job shadowing programs
• On-site training by community college programs
• Specialized outside KP apprenticeship programs
• Creating trainee and advance tech classifications

Report on current w/ 12/05 mtg

To be completed by 2-1-06.

[Signature]
For the Union
Date *9/9/05*

[Signature]
For the Employer
Date *9-9-05*

March 29, 2006

Alan Moore
Internal Organizer
Oregon Federation of Nurses and Health Professionals
P.O. Box 1566
Clackamas, OR 97015

Received
MAR 31 2006
OFNHP S.O.

Dear Alan:

We met on March 21 to discuss the salary range for the Return to Work Resource Coordinator job description. The position has been placed in the OFNHP Technical contract.

We agreed the new rate would be \$.50 higher at step one than the Certified Occupational Therapy and Physical Therapy Assistant positions. The new rate hourly range for the Return to Work Resource Coordinator is:

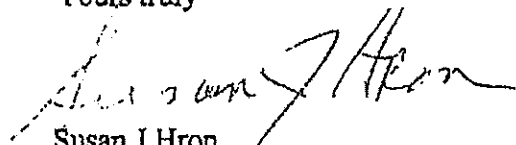
Step 1	\$17.89
Step 2	18.39
Step 3	18.90
Step 4	19.43
Step 5	19.94
Step 6	20.44
Step 7	20.96
Step 8	21.49

We agreed that any current PT/OT Assistant who applied for and was awarded the position would be placed in a salary step that resulted in at least a \$.30 per hour increase in pay.


We agreed that when this position is vacated, it will be reviewed once more for appropriate job description duties and salary range.

If you agree that this summarizes our discussion, please sign both copies below and send one back to me so indicating your agreement.

Yours truly



Susan J Hron
Sr. HR/Labor Consultant

 5-2-06

Alan Moore
for OFNHP

date

May 31, 2006


Alan Moore
Internal Organizer
Oregon Federation of
Nurses and Health Professionals
9128 S.E. St. Helens Road
P.O. Box 1566
Clackamas, OR 97015

Dear Alan:


We met last week to discuss the accretion of the Student Intern Respiratory Therapist position into OFNHP- Technical Bargaining unit. We agreed the salary range would be from \$15.30 to \$18.66. We agreed that Interns will have a 120 day probationary period. At the completion of the internship, Student Interns may bid on open positions. If there are no open positions at the completion of the internship, Student Interns will be placed in on-call positions. Seniority will be determined by first job offer with Kaiser Permanente, if their start dates are all the same date.

If you agree with the above, please indicate by signing both originals below and returning one to me.

Yours truly,



Susan J. Hron
Senior Labor Relations Consultant



Alan Moore
Internal Organizer
OFNHP

Date: 5-30-06

Date: 6-26-06

cc: Joe Dwan, Respiratory Therapy

Letter of Agreement
Surgical Services at KSMC
OFNHP – RN
OFNHP - Technical

2

The following agreements covering both OFN HP RN and OFNHP Technical were reached by consensus with representatives of Management. OFNHP RN and OFNHP Technical on May 15, 2006:

1. 12 hour weekend shifts will be established in the Surgical Services Department of Kaiser Sunnyside Medical Center. RNs and OR Techs who have been placed in the 12 hour weekend shift positions will be paid for working 12 hour weekend shifts based on the following criteria:

- Straight time hourly rate X 15%
- An additional stand-by hourly rate agreed to per bargaining unit, but not to exceed \$5.00 per hour.
- An additional hourly rate for being the charge/lead as currently agreed upon per bargaining unit.

2. This agreement will be in effect for six months and then be re-evaluated based on staffing/business needs.

3. The two current incumbents of the 12 hour week end shift, Greg Fleishure and Myrah Lopez will be reimbursed based on this rate in a retro payment to April 1st, 2006.

Additional Agreements reached by Consensus:

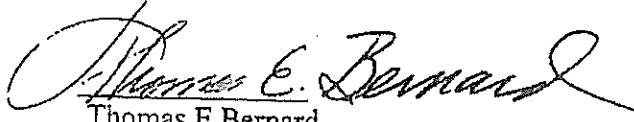
- Vacation Scheduling: The RN or Tech will coordinate their vacation scheduling so that both will not be gone at the same time. This will be a rotating vacation schedule for the current RN/Tech staff. If additional staff are added, the vacation requests will be granted by seniority per bargaining unit.
- Holiday scheduling: The regular weekend RN will get three holidays off, while the regularly scheduled Tech will get three holidays off. These will be rotated each year.
- Weekend Vacation and Holiday Coverage: All weekend vacation shifts will be covered by call.
- Education: The RN and Tech agree to precept and orient new employees, interns, and students on weekends.
- Down Time Expectations: Being discussed in joint staffing.
- Lunch/Breaks: The RN and Tech will distribute the two 30 minute lunches and two 20 minute breaks throughout the day.
- Extra work days beyond weekends: Any extra days worked during the week are paid regular straight time.

23

- Weekend staff are responsible to attend mandatory meetings and in-services during the week.

Please sign both originals below indicating your agreement. Send one of the signed originals to me.

Susan J Hron
Date



Thomas E Bernard
OFNHP-Local 5017

Date: June 30th, 2006



KAISER PERMANENTE.

Kaiser Foundation Health Plan of the Northwest

K
Pg 5
Mileage Floats

September 26, 2002

Debbie Silva
Oregon Federation of Nurses and Health Professionals
P.O. Box 1566
Clackamas, OR 97015

Subject: **Letter of Agreement**
Mileage Policy for Eye Care Services

Dear Ms. Silva:

The following represents the mutually agreeable solution reached by Labor and Management concerning mileage reimbursement for Eye Care Service employees.

This Agreement will be effective October 1, 2002.

Solution Agreed to Using IBPS: Designate "Mileage Clinics" for floats going to Longview/Kelso, Salem or from the Longview/Kelso/Salem areas to the Portland-Vancouver Metro area, based on the location closest to residence.

Components of the Solution:

1. Core staff will follow Regional policy regarding mileage reimbursement (which is an on-going practice).
2. Each Float will be assigned a Mileage Location based on the closest proximity to their residence. Mileage Location is defined as any Kaiser Permanente facility containing an Optical Dispensary.
3. Float mileage will be reimbursed based on the distance between their "Mileage Location" and the assigned distant location only (Longview/Salem and Portland-Vancouver Metro).
4. Reimbursement will be only for miles personally driven (i.e., the Float driver of a car(pool), and not the passengers)

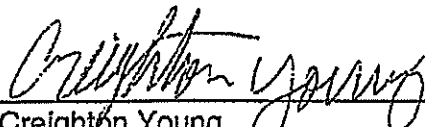


- 5a. In the Portland-Vancouver Metro area if paged en route to change your destination, reimbursement will be for miles actually driven from the point of the page to the final (new) location.
- 5b. In Salem and/or Longview/Kelso areas, if paged en route to change your destination, reimbursement will be for actual miles driven from designated Mileage Location to the point of page, and then to the new location.
- 6. OCAP program participants will follow same protocol as Floats for mileage reimbursement.
- 7. All personal travel expenses should be submitted and processed on a monthly basis at the end of each month.

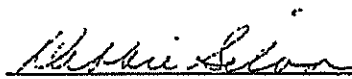
AGREED:

For the Employer:

For the Union:



Creighton Young
Senior Labor Relations Consultant



Debbie Silva
Internal Organizer

Date: 10/09/02

Date: OCT 8, 2002

ACCRETION AGREEMENT

September 28, 2006

KAISER PERMANENTE NORTHWEST REGION

AND

OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS

TECHNICAL CONTRACT

ANESTHESIA TECHNICIANS

Regional Surgical Services Department

Effective September 30, 2006 Anesthesia Technicians/Assistants in the Regional Surgical Services Department will be covered by the OFNHP Technical Collective Bargaining Agreement. The following conditions are applicable to this group:

1. The Anesthesia Technicians/Assistants will transition from the KPNW Flex Select Benefit plans to KPNW/OFNHP Technical Benefits plans effective October 1, 2006.
2. Paid Time Off (PTO) accrued effective the pay period ending October 7, 2006 will become Vacation. Extended Sick Leave (ESL) accrued effective the pay period ending October 7, 2006 will become Sick Leave.
3. ESL banked effective 12-31-05 will be considered Banked Sick Leave as defined in section 1.C.3 of the National Agreement. ESL accrued between January 1, 2006 and the pay period ending October 7, 2006 will be considered Sick Leave accrued during 2006 for the purpose of implementing Section 1.C.3. f the National Agreement.
4. Vacation accruals in excess of the amount allowed per Article 18.K (Vacations) of the KNPW/OFNHP Technical Agreement will be utilized by November 1, 2006.

5. Effective September 30, 2006 the Anesthesia Technicians/Assistants will be covered by the pension plan of the OFNHP Technical Agreement including the nationally agreed upon multiplier of 1.45 % FAP. This multiplier will apply to all years of KP service.
6. A change of job title will be effective September 24, 2006. The job title "Anesthesia Assistant" will become "Anesthesia Technologist 1". The job title Anesthesia Technologist will become "Anesthesia Technologist 2".
7. Anesthesia Technicians will be transferred into the OFNHP Technical Bargaining Unit at their current step and salary range effective the pay period beginning September 24, 2006. The current and future (based on 2005 National Negotiations) hourly salary range for Anesthesia Technicians is:

Salary Table based on Anesthesia Technician I and II current wages and the scheduled raises for 2006-2009.

Anesthesia Assistant (Anesthesia Tech 1)					
Step	Current	<u>10/1/06</u> 4%	<u>10/1/07</u> 4%	<u>10/1/08</u> 3%	<u>10/1/09</u> 3%
01	\$13.23	\$13.67	\$14.22	\$14.65	\$15.09
02	\$13.61	\$14.06	\$14.63	\$15.07	\$15.53
03	\$13.99	\$14.46	\$15.04	\$15.50	\$15.96
04	\$14.36	\$14.84	\$15.44	\$15.91	\$16.39
05	\$14.74	\$15.24	\$15.85	\$16.33	\$16.82
06	\$15.12	\$15.63	\$16.26	\$16.75	\$17.26
07	\$15.50	\$16.03	\$16.67	\$17.18	\$17.70
08	\$15.88	\$16.43	\$17.09	\$17.60	\$18.13


Anesthesia Tech (Anesthesia Tech 2)					
Step	Current	<u>10/1/06</u>	<u>10/1/07</u>	<u>10/1/08</u>	<u>10/1/09</u>
01	\$16.40	\$16.97	\$17.65	\$18.18	\$18.73
02	\$16.92	\$17.51	\$18.21	\$18.76	\$19.33
03	\$17.43	\$18.04	\$18.76	\$19.33	\$19.91
04	\$17.95	\$18.58	\$19.32	\$19.91	\$20.51
05	\$18.46	\$19.11	\$19.88	\$20.48	\$21.09
06	\$18.98	\$19.65	\$20.44	\$21.05	\$21.69
07	\$19.49	\$20.18	\$20.99	\$21.62	\$22.27
08	\$20.01	\$20.72	\$21.55	\$22.20	\$22.87

*Note - These rates include the required removal of the \$.09/hr Partnership contribution.


If you agree to the following please sign both documents below and return one of the original documents to me.

For the Employer:

For the Union:



Susan J Hron 9-28-06
Sr. HR/Labor Relations Consultant
Kaiser Foundation Health Plan of the NW

 9-28-06

Alan Moore
Internal Organizer
OFNHP



Kaiser Foundation Health Plan of the Northwest

Debbie Silva
 Oregon Federation of Nurses and Health Professionals
 P.O. Box 1566
 Clackamas, OR 97015

**SUBJECT: AIRPORT WAY REGIONAL LAB MICROBIOLOGY EVENING SHIFT COVERAGE
 AND MEDICAL LABORATORY TECHNICIAN (MLT) VARIABLE SHIFT LETTER OF
 UNDERSTANDING**

Ms. Silva,

This letter is to codify our agreement to eliminate Variable shift coding of MLT's in the Airport Way Regional Lab Microbiology department with the understanding that the evening shift must be covered by day shift staff.

In the event it is necessary to cover the evening shift for vacation replacement or other pre-scheduled time off:

- 1.) The Scheduling Coordinator or Microbiology Supervisor will first seek volunteers for the needed shifts among all department employees.
- 2.) When there are no volunteers, the Microbiology Evening Coverage Pool will be used and will consist of the six least senior day shift Microbiology MLT's and MT's in combined seniority order.
- 3.) The employees in this pool will be required to cover the pre-scheduled evening shift time off.
- 4.) Every effort will be made to share the evening shift burden or opportunity equitably.
- 5.) Hours worked by the employees in the Microbiology Evening Coverage Pool will be tracked by the the Scheduling Coordinator or Microbiology Supervisor and if warranted, adjustments in frequency of coverage may occur in order to distribute the burden or opportunity equitably.
- 6.) In the event that the pool falls below five employees, the next least senior MT(s) or MLT(s) will be added to the pool. (Example: Three employees transfer/resign from AWL Microbiology and are part of the pool. Three very senior employees then transfer to the department. It will be necessary to pull three of the least senior employees back into the pool to maintain adequate and equitable coverage. There may be occasions when staff on the "borderline" seniority list float in and out of the pool depending on department resignations and/or transfers.
- 7.) At no time will the Microbiology Evening Coverage Pool remain below five employees.

Debbie Silva
 OFNHP Internal Organizer


 Debra Othman
 Kaiser HR Consultant


 Kari Stevens
 OFNHP Steward

 1-9-07
 Rob Hooper
 Kaiser AWL Operations Mgr

Airport Way Regional Lab
 13705 N.E. Airport Way, Suite C
 Portland, Oregon 97230

4/30/2007

Mr. Creighton Young
Senior HR Consultant
Kaiser Permanente
Kaiser Permanente Building
500 NE Multnomah Street Suite 100
Portland, OR 97232

Re: Letter of Understanding – *Weekend Only Shift Differential in Surgical Services Arena, Kaiser Sunnyside Medical Center*

Employees in the Surgical Services Arena represented by OFNHP who work “Weekend Only” positions shall receive a 27% differential in addition to their regular base hourly rate of pay. If eligible for additional differentials and/or premiums under the appropriate collective bargaining agreement, they shall receive that differential as well. The “Weekend Only” differential shall apply to all hours worked (including time off for sick leave, vacation, holidays etc.) on weekends.

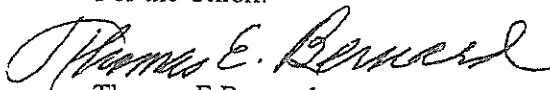
“Weekend Only” positions shall be defined as those positions where the majority of hours are regularly scheduled each weekend.

In respect to meals and break periods, current contractual language related to the length of those periods shall apply.

This letter shall supersede the previous letter of understanding concerning Surgical Services Weekend Shift Differentials.

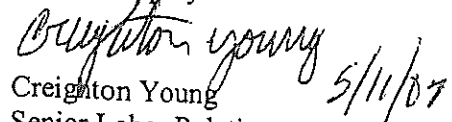
Agreed:

For the Union:



Thomas E Bernard
Internal Organizer

For the Employer:



Creighton Young
Senior Labor Relations
Consultant/Kaiser
Permanente

July 25, 2007

Tom Bernard
Oregon Federation of Nurses and Health Professionals
2045 S.E. Ankeny Street
Portland, OR 97214

Dear Tom:

This Letter of Agreement replaces the language found in Article 5.E.5 of the OFNHP Technical Bargaining Agreement with Kaiser Permanente and reflects the practice of the Respiratory Care Department.

**Article 5.E.5 Hours, Overtime and Schedules, Workload
Respiratory Care**

- a. Respiratory Care Practitioners typically work twelve (12) hour shifts in either a schedule of fixed day on and off each week or a schedule of variable days on and off each workweek. Overtime rules have be established and separated as presented below to accommodate these different scheduling patterns.
- b. Employees will be paid at the rate of one and on-half (1 ½) their BHR for all hours worked in excess of the scheduled shift or forty (40) hours in a workweek, in addition to any applicable shift differentials.
- c. Employees working four (4) consecutive days within a workweek will be paid one and one-half (1 ½) of the BHR for all hours worked on the fourth (4th) consecutive day in addition to any applicable shift differentials. Employees scheduled to work 4 consecutive days within two workweeks as described in article 5.2.a (for example, Friday, Saturday, Sunday and Monday) will be paid the straight time (1) rate for all hours worked on the 4th consecutive day in addition to any applicable shift differentials.
- d. Employees shall be paid double (2) the BHR for all hours worked on the fifth (5th) consecutive day in addition to any applicable shift differentials. All hours worked on additional consecutive days will be paid a double time BHR including any differential.



- e. Since 3/36 employees are coded as forty (40) hour employees and work seventy two (72) hours per pay period, the employee may request the difference between scheduled hours and eighty (80) hours for the pay period to be assigned, at straight time, for the purpose of earning Full Time employee wages. All applicable hours of overtime shall apply to this additional shift. For the purposes of scheduling, this additional shift will be considered an overtime shift per article 5 F.3 (Overtime).

If you agree, please sign both or the original enclosed and return one signed original to me.

Yours truly,

AGREED:

For the Employer:

Susan Hron

Susan Hron
Senior Labor Relations Consultant

For the Union:

Tom Bernard

Tom Bernard
OFNHP

7/30/07

Date:

Date:



RECEIVED

SEP 24 2007

HUMAN RESOURCES
KPB - 13

August 30, 2007

Mr. Alan Moore
Oregon Federation of Nurses and Health Professionals
2045 S.E. Ankeny Street
Portland, Oregon 97214

Re: Support Agent Position, Telephonic Medicine Center

Dear Alan:

OFNHP and the Employer will accrete the above position to the OFNHP - Technical Unit with the following agreements:

1. The Employer will modify the current Support Agent position description (attached to this LOU) by deleting, EMT Basic Certification, as a minimum qualification.
2. The tenure step pay scale for the Support Agent position is attached to this LOU. Increases to the pay scale will occur commensurate with the OFNHP - Technical Contract and National Agreement wage increases.
3. The parties will meet and review the job description, following three months of "go live" for the Regional Telephonic Medicine Center.

AGREED:


For the Employer:


Joyce B. Rider
Senior Labor Relations Consultant

Date:

9/5/2007

For the Union:


Alan Moore
Internal Organizing Coordinator
OFNHP

Date:

9/17/07



Kaiser Foundation Health Plan of the Northwest

Side Letter Agreement

Introduction

This Side Letter Agreement is hereby entered into by Kaiser Permanente and OFNHP as an addendum to the present collective bargaining agreement, OFNHP Technical and is to run concurrently with the Labor Agreement effective October 1, 2006. In the event there is any conflict between the terms of this side agreement and the Labor Agreement, this agreement shall control.

Background

Under existing law non-exempt employees must be provided a work week consisting of a fixed and regularly recurring period of 168 hours, seven (7) consecutive 24-hour periods and which starts with the same calendar day each week. The work week is used to calculate overtime pay for working more than 40 hours in a work week under the Fair Labor Standards Act and the collective bargaining agreement. In a Letter of Understanding dated September 12, 2007, Kaiser Permanente and the Coalition of Kaiser Permanente Unions agreed that consistent implementation of Sunday as the beginning of the workweek for employees in all bargaining units will facilitate effective and accurate administration of the payroll process. The parties agreed that for bargaining units where the contract defines Sunday as the beginning of the workweek, there shall be no change in that definition. For bargaining units where the contract defines the beginning of the workweek on any other day, if the parties determine that such action will not negatively affect employees, or the parties agree that such affects can be addressed, then a consistent Sunday start of workweek will be implemented for these bargaining units as well.

Terms of Agreement

The parties agree that the fixed work week for bargaining unit employees will be as follows:

<u>Work Pattern</u>	<u>FLSA Start Day of Workweek</u>	<u>FLSA Start Time of Week</u>
12 hour day	Saturday	1800
10 hour day	Saturday	2100
8 hour day	Saturday	2200

Any changes made pursuant to this agreement apply to the calculation of weekly overtime pay (over 40 hours in a work week), only. No premium pay, other than weekly overtime, will be affected by this agreement.

For Kaiser Permanente:

For the Union:

Cynthia Young 12/3/07
Date

De 9222x 12/3/07
Date



Oregon Federation of Nurses and Health Professionals, Local 5017, AFT/AFL-CIO

204 1/2 SE Ankeny Street

Portland, OR 97214

Phone (503) 657-9974

Fax (503) 657-7456

E-mail: ofnhp5017@ofnhp.com

Toll Free 1-800-636-5017
OFN

Letter of Understanding
Between
Kaiser Permanente Northwest
and
The Oregon Federation of Nurses and Health Professionals

Addendum to Side Letter Agreement dated December 3, 2007

The parties agree if there is a negative financial impact to Technical members, the parties will bargain to make the employees whole and over possible future schedule changes.

Should Technical members receive a greater number of over-time hours paid based on the changes of definition of work, the parties agree to meet and bargain over potential schedule changes

FOR THE EMPLOYER:

FOR THE UNION:

Creighton Young 12/11/07
Creighton Young
Senior Labor Relations Consultant

Alan Moore 12/5/07
Alan Moore
Internal Organizer

Rec'd

DEC 1

2.



Oregon Federation of Nurses and Health Professionals, Local 5017, AFT/AFL-CIO
 2045 SE Ankeny Street
 Portland, OR 97214
 Phone (503) 657-9974 Fax (503) 657-7456 E-mail: ofnhp5017@ofnhp.com
 Toll Free 1-800-636-5017

Received

MAR 10 2008

OFNHP #0017

January 28, 2008

Tom Bernard
 Oregon Federation of Nurses and Health Professionals
 2045 SE Ankeny St.
 Portland, OR 97214

Sleep Lab Letter of Agreement

Kaiser is moving towards a certified sleep lab and shall require all lab technicians to be certified. New technicians have 36 months from their date of hire to obtain their certification. Employees who do not obtain this certification within the 36 month period shall be terminated. Employees shall be paid at the Polysomnograph Tech wage rate until they obtain their certification.

Current employees who have not successfully obtained their certification are being given an extension of one year to obtain their certification. Certification testing is given four times a year and certification must be obtained by 1/31/09 or any current employee shall be terminated. Current employees who are not certified shall receive the Polysomnograph Tech wage rate.

The Employer shall pay for the entire cost of the initial exam. If the employee does not pass the first exam it shall be the responsibility of the employee to pay for the cost of each subsequent examination until they have successfully passed the test and become certified.

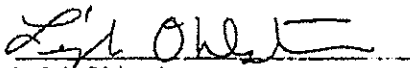
In the case of the three (3) current employees who have failed to either take or pass the recent certification examination, they shall be returned to work. Their time off shall be considered paid administrative leave at their former rate of pay. From the date of their return to work, their hourly rate of pay shall be that of a Polysomnograph Technician. Upon successfully passing the examination, their pay rate shall immediately revert to the appropriate Advanced Polysomnograph Tech rate.

Again, each of the three (3) current employees shall have until 1/31/09 to successfully pass the examination or they shall be terminated. They may take the exam as many times as offered at their own expense during this period.

This agreement is non precedent setting and shall be reviewed once a year for updates.

AGREE

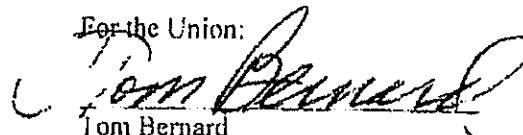
For the Employer:


 Leigh Ohlstein
 Senior Labor Relations Consultant
 Kaiser Permanente

Date:

2/24/08

For the Union:


 Tom Bernard
 Internal Organizer
 OFNHP

Date:

2/19/08



Kaiser Foundation Health Plan of the Northwest

Letter of Agreement
March 7, 2008

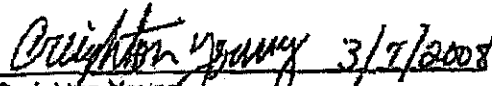
Subject: OFNHP Represented Employees Usage of ESL, PTO, vacation and ill hours for FMLA Leave


In settlement of the grievance filed by OFNHP with regard to the usage of ESL/PTO and Sick Leave/Vacation for FMLA leave, it was agreed that a clarification of the relevant contract language was required in order to more closely match the intent of the agreement, which was to implement the current Kaiser Permanente Northwest Region Policy concerning Family Medical Leave (FMLA).

1. The agreements between KPNW and OFNHP:
 RN: Article 19.D Leaves; Family Medical Leave
 RDH: Article 23 C 5 Leaves of Absence; Other Leaves; Family Medical Leave
 TECH: Article 9.B Leaves of Absence; Family Medical Leave
 PRO: Article 8.B Leaves of Absence; Family Medical Leave
 LABPRO: Article 12.B Leaves of Absence; Family Medical Leave

will be amended to read: "Employees must use their ESL/Sick Leave for their own personal serious illness. After ESL/Sick Leave is exhausted, employees shall have the choice to use PTO/Vacation. To care for another family member whose condition qualifies for Family Medical Leave, an employee may use accrued PTO, Vacation, ESL or Sick Leave.

2. The Kaiser Permanente Human Resource Service Center and all parties involved in the administration of this program will be made aware of this agreement as soon as administratively possible in order to begin proper administration of this program immediately after the agreement is signed.


 Creighton Young
 Senior Labor Relations Representative
 KPNW


 Alan Moore
 Internal Organizing Coordinator
 OFNHP



Kaiser Foundation Health Plan of the Northwest

*Keep?
Pg 22*

May 15, 2008

Ms. Kathy Geroux
President
Oregon Federation of Nurses and Health Professionals
2045 S.E. Ankeny Street
Portland, Oregon 97214

Dear Ms. Geroux:

Subject: Letter of Understanding - Rest Breaks and Meal Periods

Coverage: All OFNHP Contracts: RN, Dental Hygiene, Technical, Professional and Laboratory Professional

As permitted under the Kaiser Permanente State of Washington Variance, management at its discretion may authorize employees who are otherwise entitled to rest breaks and meal periods to combine rest breaks and meal period into a continuous rest and meal break. Such authorization will be by work group and shift. Management may cancel such authorization in a given work group or shift upon two weeks notice, and may cancel such authorization on any given shift due to operational need.

In a work group and shift in which management has authorized combination of rest breaks and meal periods, an employee will be permitted to take his or her rest breaks and meal periods separately if he or she prefers.

Nothing in this section shall modify the paid or unpaid status of rest breaks or meal periods.

Agreed:

For the Employer:

Creighton Young

Creighton Young
Senior Labor Relations Consultant

For the Union:

Kathy Geroux

Kathy Geroux
President, OFNHP



**Letter of Agreement
Between
OFNHP – Technical
And
Kaiser Permanente**

Medical Laboratory Technician II Eligibility Requirements

A. General Eligibility Requirements:

- The employee must be in a regular MLT position with Kaiser Permanente for a minimum of three years and meet specific requirements listed in section B or C below. Former Kaiser Permanente MLT's who are rehired may combine previous years of KP seniority.
- Employee must be coded 32 hours per week or more.

B. Employees working at AWL or KSMC will:

- Perform full duties as the designated Bench/Instrument Partner. Bench/Instrument Partners are assigned to a specific bench or instrument and the responsibilities include but are not limited to:
 1. Review Quality Control as assigned by the Supervisor or Technical Specialist
 2. Act as primary trainer to employees/students
 3. Monitor preventive maintenance, including consultation with instrument Field Service Representatives
 4. Assist with peer competency assessment as directed by the Technical Specialist
 5. Write and revise Work Instructions
 6. Assume a major role in new instrument evaluation, validation and implementation as directed by the Technical Specialist
 7. Attend vendor provided training when required

OR

- Work in the AWL Wet/Dry Microscopy area and be trained, documented as competent and performing all identified tasks for a minimum of one year after completion of training.

OR

- Work in the AWL Microbiology area and be trained, documented as competent; and perform the responsibilities of all identified MLT eligible benches in Bacteriology for a minimum of one year after completion of training.

OR

- Working in AWL Microbiology area alone for an entire shift as the regularly scheduled OFNHP Technical/MLT.

C. Employees working in the Medical Offices will:

- Perform full duties as the designated Bench/Instrument Partner.
 1. Review Quality Control as assigned by the Supervisor or Technical Specialist
 2. Act as primary trainer to employees/students
 3. Monitor preventive maintenance, including consultation with Instrument Field Service Representatives
 4. Assist with peer competency assessment as directed by the Technical Specialist
 5. Write and revise Work Instructions
 6. Assume a major role in new instrument evaluation, validation and implementation as directed by the Technical Specialist
 7. Attend vendor provided training when required

OR

Work alone at a location for an entire shift in an assigned permanent position.

D. Compensation

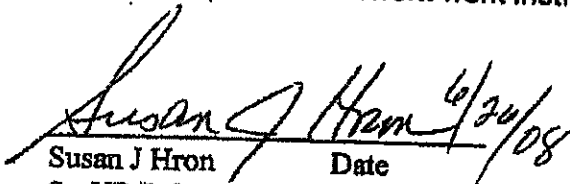
- Employees classified as MLT II will receive a 5% wage increase effective August 1, 2008.
- A new MLT II wage scale will be created to reflect the increased compensation:


Step 1	\$20.10
Step 2	20.73
Step 3	21.36
Step 4	22.02
Step 5	22.64
Step 6	23.27

Step 7	23.91
Step 8	24.57

E. Miscellaneous

- MLT II status is not a permanent classification. For example if an MLT II moves into a position identified as MLT I, the employee will not retain MLT II status or compensation.
- Labor and management will meet jointly to discuss positions/locations/shifts that will be identified as MLT II.
- Situations not specifically covered by this agreement will be mutually discussed by labor and management with final determination made in accordance with the Decision Making Continuum.
- The one year post-training experience requirement for Microbiology and Wet/Dry Microscopy may be waived for returning employees in these work areas. Returning employees must be documented as fully trained and competent to current work instructions.


 Susan J Hron Date
 Sr. HR/Labor Consultant


 Kathy Geroux Date
 President
 OFNHP – Technical

ACCRETION AGREEMENT**JUNE 27, 2008****KAISER PERMANENTE NORTHWEST REGION****AND****OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONAL****TECHNICAL CONTRACT****HEALTH INFORMATION SPECIALISTS****Health Education Department**

Effective August 1, 2006 Health Information Specialists of the Health Education Department will be covered by the OFNHP Technical Collective Bargaining Agreement. The following conditions are applicable to this group:

- 1. The Health Information Specialists will transition from the KPNW Flex Select Benefit plans to KPNW/OFNHP Technical Benefits plans effective August 1 2006.**
- 2. Paid Time Off (PTO) accrued effective the pay period ending July 15, 2006 will become Vacation. Extended Sick Leave (ESL) accrued effective the pay period ending July 15, 2006 will become Sick Leave.**
- 3. ESL banked effective 12-31-05 will be considered Banked Sick Leave as defined in section 1.C.3 of the National Agreement. ESL accrued between January 1, 2006 and the pay period ending July 15, 2006 will be considered Sick Leave accrued during 2006 for the purpose of implementing Section 1.C.3 of the National Agreement.**
- 4. Vacation accruals in excess of the amount allowed per article 18.K (Vacations) of the KNPW/OFNHP Technical Agreement will be utilized by August 1, 2006. Employees currently above the cap defined in article 18.K will work with the Health Information Coordinator to schedule sufficient vacation time to come into compliance with this cap by July 31, 2006.**

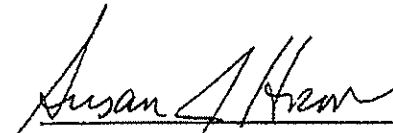
5. Effective July 16, 2006 the Health Information Specialists will be covered by the pension plan of the OFNHP Technical Agreement including the nationally agreed upon multiplier of 1.45 % FAP. This multiplier will apply to all years of KP service.
6. Health Information Specialists will be transferred into the OFNHP Technical Bargaining Unit at their current step and salary range effective the pay period beginning July 16, 2006. The current and future (based on 2005 National Negotiations) hourly salary range for Health Information Specialists is:

	8/1/2006	10/1/2006 (4%)	10/1/2007 (4%)	10/1/2008 (3%)	10/1/2009 (3%)
Step 1	\$15.21	\$15.82	\$16.46	\$16.95	\$17.47
Step 2	\$15.69	\$16.32	\$16.98	\$17.49	\$18.02
Step 3	\$16.17	\$16.82	\$17.50	\$18.02	\$18.57
Step 4	\$16.65	\$17.32	\$18.02	\$18.56	\$19.12
Step 5	\$17.13	\$17.82	\$18.54	\$19.09	\$19.67
Step 6	\$17.61	\$18.32	\$19.05	\$19.63	\$20.22
Step 7	\$18.09	\$18.82	\$19.57	\$20.16	\$20.77
Step 8	\$18.57	\$19.32	\$20.09	\$20.70	\$21.32

*Note - These rates include the required removal of the \$.09/hr Partnership contribution.


If you agree to the following please sign both documents below and return one of the original documents to me.

For the Employer:



 Susan J Hron
 Sr. HR/Labor Relations Consultant
 Kaiser Foundation Health Plan of the NW

For the Union:



 Alan Moore
 Internal Organizer
 OFNHP

Vacation Cancellation Policy for Eye Care Services
Letter of Understanding between OFNHP Local 5017 and Kaiser Permanente
7.23.08

A. Vacation Cancellation before the float schedule has been approved.

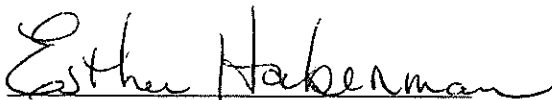
1. Employee submits a request to cancel the entire approved vacation on a time-off form and sends email to manager.
2. Vacation manager in turn checks vacation denials for next eligible employee and offers the time. If employee declines, manager will move down the list to the next eligible employee.
3. If the time is accepted, vacation manager will note approved time for employees on the vacation schedule.
4. Vacation manager will notify employee's manager of the change.

B. Vacation cancellation after the float schedule has been approved.

1. Employee submits a request to cancel the entire approved vacation on a time-off form and sends an email to manager.
2. Employee will be placed on the float schedule as LTBA. Trades can be allowed if all parties agree and managers give approval.
3. The vacation coordinator will make a reasonable effort to notify eligible employees that have been denied of the available time.

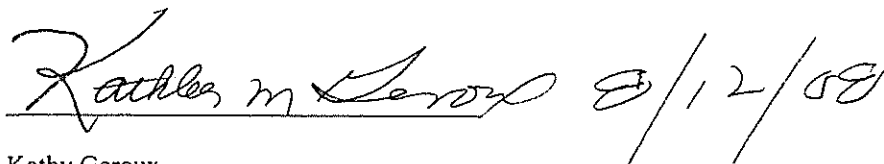
C. Vacation cancellation with greater than 3 months prior to the approved time off.

1. Employee can cancel partial time in weekly increments.



Esther Haberman
President, Technical Employees Bargaining Unit

For Kaiser Permanente



Kathy Geroux
Executive President, OFNHP Local 5017



KAISER PERMANENTE

Kaiser Foundation Health Plan of the Northwest

Letter of Agreement
between
OFNHP – Technical Bargaining Unit
and
Kaiser Permanente

Effective September 1, 2008, each Operating Room Technician in the Surgical Services Department who is certified by the Association of Surgical Technology (AST) will become an Operating Room Technician 2.

1. New employees hired after 9-1-08 who hold AST Certification will be hired as Operating Room Technician 2.
2. Operating Room Technicians who do not have the AST certification will be called Operating Room Technician 1's and will remain in the current Operating Room Technician wage scale.
3. Current Operating Room Technician 1's who become certified by AST prior to 12-31-09 will be reimbursed the AST testing fees and will be placed on a step for step basis on the Operating Room Technician 2 wage scale.

	OR Tech 1 (without Certification)	OR Tech 2 (with Certification)
Step 1	19.55	20.52
Step 2	20.06	21.06
Step 3	20.59	21.61
Step 4	21.12	22.17
Step 5	21.62	22.70
Step 6	22.16	23.26
Step 7	22.69	23.82
Step 8	23.20	24.36

Please sign below on each of the two originals of this letter indicating your agreement and return one original to me.

Yours truly,

Susan J Hron
SR. HR/Labor Consultant
for the Employer

Date 8/12/08
for OFNHP-Technical



Kaiser Foundation Hospitals

August 12, 2008

Kathy Geroux, President
OFNHP – Technical contract
2045 SE Ankeny Street
Portland, Oregon 97214

Re: Letter of Agreement

Dear Kathy:

We met today to discuss methods in which to recognize the skills and experience of Orthopedic Technicians who have been employed at Kaiser Permanente for a lengthy period of time. We agreed that Orthopedic Technicians who have been employed as Orthopedic Technicians at Kaiser Permanente for 96 months shall receive a 5 percent wage adjustment. This adjustment will be effective October 1, 2008. In addition, Orthopedic Technicians who precept trainees enrolled in the Orthopedic Technician Training Program beginning in September, 2008 will receive a differential of \$1.00 per hour while precepting those trainees.

If you agree with the above summary of our discussion, please sign both of the enclosed original letters and return one of them to me. Thank you.

Yours truly,

A handwritten signature in black ink, appearing to read "Susan J Hron".

Susan J Hron
SR HR/Labor Consultant

A handwritten signature in black ink, appearing to read "Kathy Geroux".
Kathy Geroux, President date
OFNHP



Kaiser Foundation Health Plan of the Northwest

November 22, 2006

Alan Moore
 Internal Organizing Coordinator
 Oregon Federation of Nurses and Health Professionals
 P.O. Box 1566
 Clackamas, OR 97015

Dear Alan:

I am sending this letter to notify you of changes being made in the way in which the In-Lieu of Benefits differential will be paid to inpatient, on-call Respiratory Therapists. I am referring to Section 1 of the Letter of Understanding dated April 14, 1999 signed by Helen Moss and Creighton Young.

PeopleSoft, our new HRIS system, will not allow a change in differential for only one employee classification, in this case, On-Call Respiratory Therapists who work 12 hour shifts. Consequently, under the new system, these employees would receive only the \$.40 in-lieu-of-benefits differential, rather than the agreed upon \$3.20. In order to maintain the same pay for on-call, 12 hour shift Respiratory Therapists, we have had to do a work around. Our Compensation Department will create a new salary range specifically for these employees by increasing the on-call 12 hr. shift Respiratory Therapist steps by \$2.80. This, plus the \$.40 differential will equal \$3.20.

Per the original Letter of Understanding, "The employer may discontinue these changes at any time. However, any employees already pre-scheduled for the shifts that would be covered by the above changes, prior to the revocation, will be honored under this agreement for those shifts."

Yours truly,

A handwritten signature in black ink, appearing to read "Susan J Hron".

Susan J Hron
 Sr. HR/Labor Relations Consultant

Cc: Joe Dwan, KSMC
 Jason Lutz, Compensation

August 6, 2001

LETTER OF UNDERSTANDING

This Agreement is an Addendum to the Inpatient Respiratory Therapist, Letter of Understanding dated April 14, 1999 between OFNHP and Kaiser Permanente.

The employer and the union agree that on-call Respiratory Therapists who have achieved Benefit Average Hours (BAH) of more than 20 hours may elect to continue current negotiated in-lieu-of-benefits differential in place of medical, dental, vacation, ill, and disability benefits. This waiver of benefits will remain in effect until revoked during an open enrollment period.

This incentive is to be used as a recruiting tool and the employer may elect to discontinue this option.

<i>Susan J. Hill</i>	<i>8/22/01</i>	<i>[Signature]</i>	<i>8-16-01</i>
For the employer	date	For the union	date

WAIVER OF BENEFITS

RT Name _____
(print)

I am an on-call Respiratory Therapist with a BAH of 20 hours or more. I have been given the opportunity to enroll in the Kaiser Permanent group medical /dental/disability plans. I have decided not to enroll in these plans. I wish to continue to receive the in-lieu-of benefits differential. I understand that by accepting the in-lieu of benefits differential I will not accrue vacation or ill time hours. I may revoke this option only during an open enrollment period.

Signature _____ date. _____

December 4, 2008

Ms. Kathy Geroux
President
Oregon Federation of Nurses and Health Professionals
2045 S.E. Ankeny Street
Portland, Oregon 97214

Dear Ms. Geroux:

RE: LOU: Oregon Federation of Nurses and Health Professionals – Kaiser Foundation Health Plan Retirement Plan (“OFN Plan”)

The following is an agreement between Kaiser Foundation Hospitals (Hospitals), Kaiser Foundation Health Plan of the Northwest (Health Plan) and Oregon Federation of Nurses and Health Professionals, AFT Healthcare – Local 5017, AFL-CIO (Union) modifying collective bargaining agreements of the same parties with respect to Registered Nurses (October 1, 2005 – September 30, 2010), Registered Dental Hygienists (October 1, 2005 – October 15, 2011) and Technical Employees (October 1, 2005 – October 1, 2011).

Under the above-referenced collective bargaining agreements Hospitals and Health Plan are required to contribute to the OFNHP-KFHP Retirement Plan and Trust (the Plan). The parties have agreed that the Plan should be frozen and that future accrual of retirement benefits for eligible Plan members will be addressed by other means. The freeze and accrual of benefits will be in accordance with an Agreement and Memorandum of Action signed by the parties, copy of which is attached hereto for reference. This Letter of Understanding will take effect on the effective date of the Agreement and Memorandum of Action.

The parties agree to amend all portions having to do with the defined contribution pension plans in these three labor agreements between the parties:

- Oregon Federation of Nurses and Health Professionals, AFT Healthcare – Local 5017-AFL-CIO, Registered Dental Hygienists.
- Oregon Federation of Nurses and Health Professionals, AFT Healthcare – Local 5017-AFL-CIO, Registered Nurses.
- Oregon Federation of Nurses and Health Professionals, AFT Healthcare – Local 5017-AFL-CIO, Technical Employees.

The parties agree that effective January 1, 2009 the defined contribution pension will be as follows:

OFNHP RN: contribution rate of 1.5% of “compensation”

OFNHP RDH & Technical groups: contribution rate of 1.0% of “compensation”

Ms. Kathy Geroux
December 4, 2008
Page 2

All past contributions will be frozen and administered by Kaiser Permanente consistent with the letter by Ms Ruth G. Johnson, Senior Manager of Benefits Documentation, Reporting, and Finance of Kaiser Permanente dated April 7, 2008 (see attachment) and the Agreement and Memorandum of Action - Freezing Retirement Plan and Trust.

All future contributions will be made to a tax sheltered annuity administered by Kaiser Permanente. The provisions of this TSA will include:

- 100% immediate vesting.
- A contribution basis based on all compensation to an employee except bonuses, incentive payments, special allowances, and benefit payments.
- Allocation will be a percentage of compensation consistent with the current labor agreements.
- Eligibility - immediate upon date of hire.

AGREED:

For the Employer:

K. B. Dull
Kevin B. Dull
Manager, Labor Relations

December 5, 2008
Date:

For the Union:

Kathy Geroux
Kathy Geroux
President
OFNHP

12/17/08
Date:



Kaiser Foundation Health Plan of the Northwest

LETTER OF UNDERSTANDING
Between Kaiser Permanente Health Plan of the Northwest and OFNHP

This Letter of Understanding (LOU) is to confirm the joint understanding between Kaiser Foundation Health Plan of the Northwest and Oregon Federation of Nurses and Health Professionals regarding holiday and consecutive day pay as outlined in the Technical Employee's contract between the parties. This agreement is to clarify the interpretation of the contract regarding pay due as overtime and consecutive day pay for paid holidays, holidays not worked and consecutive days worked in an effort to avoid future underpayment of employees, potential grievances and associated fees for labor and attorneys due to language confusion.

On a precedent setting basis, from the effective date of this LOU, the parties hereby agree on the intent of the following language as specified below:

Pg. 53, Article 16-C. 1.

"Paid holidays shall count toward forty (40) hours in the work week for the purpose of computing overtime, and holidays shall count toward the consecutive day pay."

Pg. 18, Article 5-E. 3. b.

"All hours worked on the sixth (6th) consecutive day shall be paid at the rate of one and one-half (1-1/2) BHR and all hours worked on the seventh (7th) consecutive day of work shall be paid at double (2) the BHR, except when there is a change of schedule agreed upon by the employee and Employer. All hours worked on additional consecutive days will be paid at double time BHR including any differential."

The parties agree that the above language means that holidays, either worked or not worked, are counted as days worked for computing both weekly overtime and consecutive day pay. Consecutive day pay means days in succession without regard to the parameters that define the work week or pay period, and for the purpose of computing overtime, those days shall be paid as outlined above.

This LOU is effective upon signing.

Susan J. Hron Date: 5/19/10
 Susan J. Hron
 Senior HR/ Labor Consultant
 Kaiser Permanente

Mary Elizabeth Harper Date: 05/19/2010
 Mary Elizabeth Harper
 Senior Labor Relations Consultant
 Kaiser Permanente

Date: _____
 Richard Kuplinski,
 OFNHP, Deputy Director
 Organization and Field Services

Gary Stevenson Date: 6/9/10
 Gary Stevenson
 OFNHP Co-Administrator

Date: _____
 Mark Richard
 OFNHP, Administrator



Kaiser Foundation Health Plan of the Northwest

LETTER OF AGREEMENT

Purpose: To define the parameters/conditions under which Respiratory Care part time employees working eight (8) hour and six (6) hour shifts will accrue overtime pay.

To provide flexibility and efficiency for meeting Respiratory Care staffing needs.

Respiratory Therapists working twenty-one (21) hour/week positions or six (6) hours per shift may work up to five (5) consecutive days without incurring overtime unless this results in greater than forty (40) hours in a workweek.

Respiratory Therapists working thirty-two (32) and twenty-four (24) hour workweeks positions or eight (8) hours per shift may work up to five (5) consecutive days without incurring overtime unless this results in greater than forty (40) hours in a workweek.

Part time employees may voluntarily work up to twelve (12) hours in a shift without incurring overtime unless this results in greater than forty (40) hours per workweek. However, if an employee is called in short notice any hours over eight (8) will be paid at one and one-half (1-1/2) their BHR.

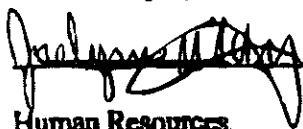
Consecutive day pay for six (6) and eight (8) hour positions shall apply as for 5/40 employees, as outlines in Article 5.E.3.b of the OFNHP Technical Bargaining Unit Contract.

If a six (6) or eight (8) hour part time RT employee works three (3) or more twelve (12) hour shifts within a workweek shall accrue overtime according to the parameters for a 3/36 RT, Article 5.E.4, and LŪA dated 7/25/2007 that replaces language found at Article 5.E.5.

Part time employees working twelve (12) hour shifts shall continue to accrue overtime according to the same parameters as 3/36 therapists.

Agreement is indicated by the signatures below.

For the Employer:


 Human Resources

6/2/11
 Date

For the Union:


 OFNHP

6/2/2011
 Date

April 12, 2012

Letter of Agreement to increase Call Back Time for PT/OT Assistants.

In an effort to reduce over-time and ensure paid time for completion of their work, management and OFNHP-Technical have come to an agreement to increase call back time (CBT) for Physical Therapy and Occupational Therapy Assistants.

Currently CBT is 2.5 hrs per 40 hr. work week; this will increase to 4.0 hrs per 40 hr work week as of October 3, 2011. Employees working less than a 40 hr week will have prorated CBT. Any overtime must be approved prior to working, per clinic policy.

Final agreement of the above has been made on 4/12/2012 and the parties will meet to review annually.

AGREED.

A. Moret
Stacey Moret Date
Regional Practice Administrator
Kaiser Permanente

(Dannica Kaer) 5/1/12
Dannica Kaer Date
Labor Partner
OFNHP

Julia Williams 5/3/12
Julia Williams Date
Sr. HR Consultant
Kaiser Permanente

Elex Tenney 5/1/12
Elex Tenney Date
Exec Vice President
OFNHP



A Union of Professionals

Oregon Federation of Nurses and Health Professionals

AFI Healthcare
Local 5017, AFI-CIO



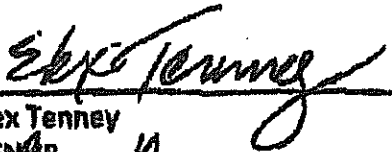
Letter of Agreement Between OFNHP Orthopedic Technician, with SEIU-local 49

OFNHP and Local 49 are in concurrence about the duties of the orthopedic technician as outlined in the tech collective bargaining agreement.

The scope of practice: defining the exclusive duties of the orthopedic technician for the OFNHP technical bargaining unit. The exclusive duties of the orthopedic technicians in the inpatient and outpatient settings are "wet splints" anything that touches water, is custom fit or constructed with fiberglass, plaster and other raw materials such as splints, casts, inpatient traction "bucks traction and surgical Traction". Assisting in reductions of fractures in the clinical, surgical, and Emergency room setting. Off the shelf braces can be applied by other bargaining units with proper training which we will continue to provide.

The performance of this work by any other bargaining unit would be considered an unfair labor practice by both unions.

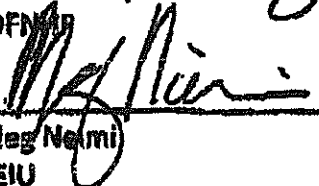
Agreed:




Elex Tenney
OFNHP



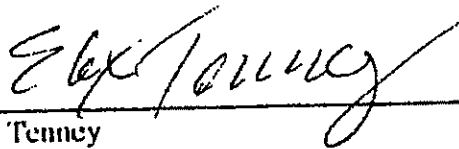
Date




Meg Nelmi
SEIU



Date



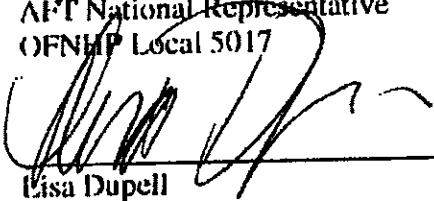
Elex Tenney
President
OFNHP Local 5017




Date

Linda Cushing
AFT National Representative
OFNHP Local 5017

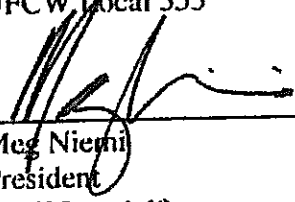
Date



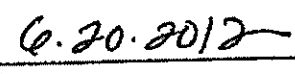
Lisa Dupell
Staff Director
UFCW Local 555



Date



Meg Niemi
President
SEIU Local 49



Date

David Vale
President
ILWU Local 28

Date

KAISER WESTSIDE MEDICAL CENTER / SPECIALTY MEDICAL OFFICE BUILDING CULTURAL NORMS AND EXPECTATIONS

LETTER OF UNDERSTANDING BETWEEN KAISER PERMANENTE HEALTH PLAN OF THE NORTHWEST/KAISER FOUNDATION HOSPITALS AND THE COALITION OF KAISER PERMANENTE UNIONS JUNE 20, 2012


Kaiser Permanente Health Plan of the Northwest/Kaiser Foundation Hospitals (KP) and the Coalition of Kaiser Permanente Unions (Coalition) have worked in partnership to plan, open and operate the Kaiser Westside Medical Center (KWMC) and Specialty Medical Office Building (SMOB) in the year 2013. As part of this unprecedented effort in the Northwest, the parties developed the KWMC Cultural Norms and Expectations.

All individuals that are offered and accept a position at KWMC and the SMOB will read and sign the KWMC Cultural Norms and Expectations, developed in Partnership. The Cultural Norms and Expectations will not be used or cited in Joint Discovery processes or Corrective Actions, but will be the standards to which individual employees will be trained and educated.

Agreement is indicated by the signatures below. Signed copies of this agreement and the Cultural Norms and Expectations are to be provided to the representatives listed below.

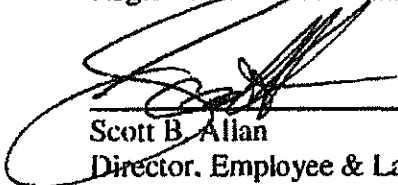
LD
MN
The employee will retain the signed original copy; no additional copies will be made

Signatures -



Susan Mullaney
Administrator, Regional Clinical Services
Date 6/20/2012

Susan Hobbel
Regional Practice Administrator
Date _____



Scott B. Allan
Director, Employee & Labor Relations
Date 6/20/2012

Kate Pingo
National Coordinator,
Coalition of Kaiser Permanente Unions
Date _____

Certified Optometry Assistant

Letter of Agreement

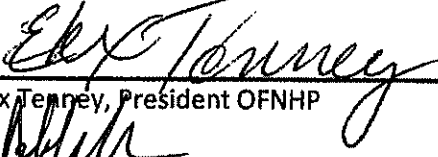
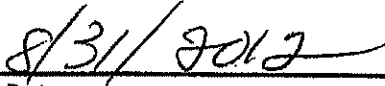

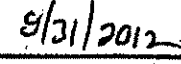

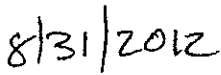
August 31, 2012

Labor, Management and Permanente members of Vision Essentials acknowledge a common interest in providing Kaiser Permanente members with the highest level of care. To better support Kaisers strategic business plan, as well as using the National Agreement as a guide, we are initiating a Certified Optometric Assistant Training Program. The following are agreements between Kaiser Permanente and OFNHP;

1. A new job classification called Certified Optometry Assistants shall be added to OFNHP Technical Bargaining Unit.
2. This will replace the current job classification "Optometric Assistant" which will be sun-setted.
3. Training sequence, responsibilities and pay scale shall be implemented according to the attached document.
4. Applicants internal to the Vision Essential department will be interviewed and evaluated for acceptance into the training program. Participates will be selected according to their qualifications, interviews and peer reviews. When applicants have similar qualifications seniority within the union shall be given preference.
5. A Kaiser employee who is accepted into the program who already has a wage higher than the Step 1 of the Certified OA wage scale shall be red-circled at their current wage.
6. Current employees under job classification "Optometric Assistant" will automatically be accepted into the program. Once said employees are certified they will laterally move to the Certified Optometric Assistant wage step. For example; current employees that are Optometric Assistants at Step 6, once certified, will move to Step 6 of the Certified Optometric Assistant job description.
7. Failure of practice tests and practical exams during the training period will require repeating identified module/s of training. Failure of a second attempt will result in discussion with participate to consider whether this program is a good fit. The Training Group will decide if employee should continue. Failure of a third attempt will result in removal from certification program. In this event it is understood that employee will be offered and accept a position that meets the definition of "comparable position", as outlined in the OFNHP Technical Bargaining Unit.
8. If any employee receives discipline resulting in either a Level 3 or Level 4 corrective action, the Director of Vision Essentials, Operations Manager, Labor Partner and Steward will meet to access situation. Decision on whether employee is no longer eligible for the training program will be made by consensus, in the event that consensus cannot be reached, its understood management will make final decision. If it is decided employee is no longer eligible to remain in the training program they will be returned to the job classification/location

that they vacated. It is understood that the employee will not suffer job loss related to the termination from the OA training program.

9. Kaiser will pay for the cost of testing to become a Certified Paraoptometric Assistant. In the event that the employee does not pass, further testing costs will be at the employee's expense.


	
Elex Tenney, President OFNHP	Date
	
Adam Morris, Director Vision Essentials	Date
	
Michael R. Dehner, HRC	8/31/2012

Vision Essentials Letter of Agreement for Optometric Assistants

Kaiser Permanente is moving to a Certified Optometry Assistant model to support the Optometry department. Currently there are eight (8) employees working under job classification #1608, Optometry Assistant.


KP Management and OFNHP agree to the following:

1. All current employees working as an Optometry Assistant ("OA") will be automatically accepted into the Certified Optometry Assistant Training Program.
2. Any employee currently working as an OA will maintain the right to continue work at their current clinic location.
3. Any employee currently working as an OA will have superseniority.
4. If multiple current OAs bid for the same vacancy, seniority will become the deciding factor.
5. Any current OA will maintain their current coded hours. Every effort will be made to retain the current OA's days off, if operational needs dictate a change, said change will be discussed with affected workgroup prior to implementation. If it is determined that there needs to be adjustments to start and stop times, OFNHP Technical B.U. contractual language will apply.
6. If any current OA is unable to pass the National Certification (CPOA), those employees will remain under the OA job classification. The OAs will have eighteen (18) months from the date of hire as a COA to obtain their certification, as outlined in the new Certified Optometry Assistant (COA") job description.
7. In the event a current OA is unable to pass the CPOA the Director, Manager, Steward and employee will meet to discuss possible solutions. The parties intend that no OA will suffer any loss of employment, and every effort will be made to avoid any such loss. Article 8G of the OFNHP Technical B.U. contract will apply to any OA unable to obtain CPOA certification within the time specified in paragraph 6 above.
8. When current OAs are moved to the new job description, Certified Optometry Assistants, it is understood that they will transfer to the same step in wage scale that they are currently. For example; current OA at step 8 will transfer to Certified OA at Step 8.




Adam Morris
Director, Optical Ops

9/12/12
Date



Michael Dehner
KPNW HR

9/14/2012
Date



Dannica Kaer
OFNHP

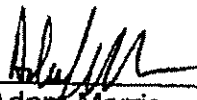
9/17/2012
Date

NO Present meeting confidential

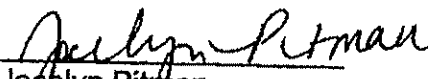
Letter of Agreement - KPNW and OFNHP

Labor and Management hereby agree to the following terms relating to the VE schedule changes and ESS break coverage:

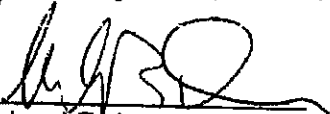
1. Management will implement the proposed schedule changes at CIN, LVK, CPK, and RKW on a test basis for 60 days. After 60 days, Management will review the results with the Labor Partners and determine whether and when the proposed schedule changes will be continued and/or implemented at other sites.
2. CIN, CLKE, SST, SKY, and CPK will continue operating under the two ESS model; SST, SKY and CPK will revert to the single ESS model when check-in transitions to MOBS. Unutilized On-Call staff will be deployed to BVT as available
3. The Lead Optician or designee will cover breaks at the sites with one ESS.


Adam Morris
Director, Vision Essentials


12/11/12
Date


Jocelyn Pitman
Internal Organizer, OFNHP

12/11/12
Date


Michael Dehner
HR Consultant

12/11/2012
Date


Laura Wambold
Labor Partner, OFNHP

12/11/2012
Date


Robert Oun
Labor Partner, OFNHP

12/11/12
Date

**Letter of Agreement Regarding Education Days
KPNW and OFNHP (Technical Employees)**

Labor and Management hereby agree to the following terms regarding application of the contract language governing paid education leave:

1. The intent of this LOA is to clarify application of Article 10B(6), which states:

"There will be two days of paid education leave available for each OFNHP Technical bargaining unit member each calendar year starting October 1st, 2005."

2. Education leave shall not drive overtime.

3. The intent of education leave is to make employees whole for up to two educational days per calendar year for time missed due to attending or traveling to attend work-related training or educational programs.

4. Training Time: Education leave is granted in whole-day increments for regularly- scheduled days and hours of work regardless of actual class time.

Example 1: An employee attending an eight-hour training on a day she was scheduled for a four-hour shift would be paid for four hours at her regular rate.

Example 2: An employee attending a six-hour training on a day she was scheduled for a 10-hour shift would be paid for 10 hours at her regular rate.

5. Travel Time: When travel is reasonably necessary to attend a work-related educational event, education leave is granted in whole-day increments for regularly- scheduled days and hours of work regardless of actual travel time.

Example 1: An employee traveling for eight hours to attend a training program on a day she was scheduled for a four-hour shift would be paid for four hours at her regular rate.

Example 2: An employee traveling for six hours to attend a training program on a day she was scheduled for a 10-hour shift would be paid for 10 hours at her regular rate.

6. Proof of travel or completion of the training or educational program will be retained by the employee and provided to the supervisor on request.

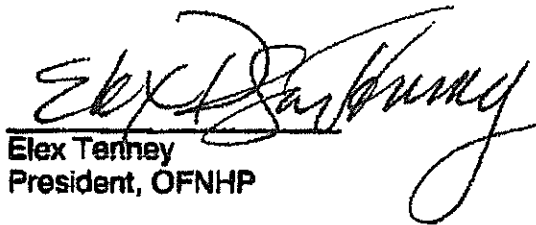
7. This LOA shall automatically expire on October 1, 2016 unless the parties extend it in writing prior to that date.



Scott Allan

Director, Employee and Labor Relations

2-5-13
Date



Elex Tenney
President, OFNHP

2/18/2013
Date

LETTER OF AGREEMENT

Between

The Coalition of Kaiser Permanente Unions: Service Employees International Union Local 49, United Food & Commercial Workers Local 555 and Oregon Federation of Nurses & Health Professionals Local 5017 and Kaiser Permanente Health Plan of the Northwest

Kaiser Westside Specialty and Sunset Medical Office Buildings - Uniform Scrubs

The Coalition of Kaiser Permanente Unions: the Service Employees International Union, Local 49, United Food & Commercial Workers, Local 555 and Oregon Federation of Nurses & Health Professionals, Local 5017 (Coalition) and Kaiser Permanente Health Plan of the Northwest (KP) have developed in partnership the following agreement to provide and maintain the Uniform Scrubs for Coalition represented employees at Kaiser Westside Specialty Medical (WMS) and Sunset Medical (SST) Office Buildings. The terms of the agreement are as follows:

1. As an adjunct of employment into represented positions listed in the chart below at Westside Medical Specialty and Sunset Medical Offices after 6 May 2013, KP will provide employees with the exact number of scrubs, based on the number of regularly scheduled work days, (Employees regularly scheduled to work 5 days per week would receive a maximum of 5 sets):
 - a. 5 days = 5 sets
 - b. 4 days = 4 sets
 - c. 3 days = 3 sets
 - d. 2 days or less (including float/on-call staff) = 2 sets

Scrub sets will include black pants or black skirts and tops in the specific color designated in the table below for the identified position. Exempt job classes will not be permitted to wear scrubs to work.

Department or Position	Uniform Scrub Color
Registered Nurse	Royal Blue
Patient Lift	Pewter
Respiratory Therapist	Desert Sage
Environmental Services	Teal
Laboratory Services	Taupe
Diagnostic Imaging	Hunter Green
Mammography	Candy Pink
Medical Assistant	Purple
Licensed Practical Nurse	Violet
Orthopedic Technician	Khaki
Materials Coordinator	Turquoise
Pharmacy	Superseding ambulatory plan in place
NP / PA	Exempt
Case Manager (RN, Sleep)	Exempt
Audiologist	Exempt
DME Coordinator	Exempt
Echo Sonographer	Exempt
Surgery Scheduler	Exempt
Patient Access Specialist	Exempt
Vision Essentials	Exempt

01006 8107

LETTER OF AGREEMENT

2. On an annual basis, beginning one year from 6 May 2013, KP will provide identified staff with a voucher for additional sets of uniform scrubs. The number of vouchers provided to individual employee will be based upon the number of regularly scheduled work days of the employee, as outlined in section 1 of this agreement. Vouchers may be redeemed within 12 months of receipt, at the employee's discretion.
3. Employees are responsible to launder and maintain scrubs for use at work. Employees may purchase additional scrub garments or full scrub sets through established KP vendors at the individuals own expense. Individually purchased scrub sets must be an exact color match in order to be worn at work.
4. Employees will be required to report to work in the appropriate provided scrubs, in compliance with current Westside and KP Dress Standards policies, unless otherwise required to don/doff uniforms during working hours by a department specific policy.

LOA Interpretation and Sunset

The parties agree that any changes or modifications to the terms of this agreement may be reviewed and implemented through the appropriate Partnership processes. A partnership process may be initiated by any of the signatory parties with a minimum notice of 30 days to the other signatory parties. This non-precedent setting Letter of Agreement sunsets as of the earliest expiration date of the current Collective Bargaining Agreements between the Coalition and KP.

Agreement is indicated by the signatures below:

For the Employer:

 Mike Kinard, MS, R.Ph
 Vice President, Ambulatory Care
 Kaiser Permanente

Date

 Susan L Hobbel, PT, MS, OCS
 Manager, Medical Office
 Westside Medical Specialty Office

Date

 Julia A Williams, JD, SPHR
 Senior Employee / Labor Relations Consultant
 Kaiser Permanente, Human Resources

Date

For the Union:

 Meg Niemi
 President
 SEIU/Local 49

Date

 Lisa Dupell
 Staff Director
 UFCW Local 555

Date

 Elex Tenney
 Executive President
 OFNHP Local 5017

Date

**LETTER OF AGREEMENT
BETWEEN
OREGON FEDERATION OF NURSES AND HEALTH CARE PROFESSIONALS
AND
KAISER PERMANENTE NORTHWEST REGION**

Vision Essentials Optical Lab Job Description Changes

The following LOU applies to KSMC Vision Essentials Optical Lab, as it pertains to retiring eleven (11) Job Descriptions/Titles from the KSMC Vision Essential Optical Lab and changing them into three (3) new job descriptions as of May 26, 2013. The changes are as follows:


JOB DESCRIPTIONS & TITLES

RETIRING JOB DESCRIPTION/TITLES	NEW JOB DESCRIPTION/TITLES
Assist. Optical Lab	Tech, Optical Lab I
Clerk, Optical Stock I	Tech, Optical Lab I
Expediter Optical	Tech, Optical Lab II
Clerk, Optical Stock II	Tech, Optical Lab II
Tech, Finishing	Tech, Optical Lab II
Tech, Data Processing Optical	Tech, Optical Lab II
Optician, Surfacing	Tech, Optical Lab III
Optician, Finishing	Tech, Optical Lab III
Spec, Inventory Control	Tech, Optical Lab III
Spec, Optical Accounting	Tech, Optical Lab III

The following Job codes will have new salary plan grades as:


Tech, Optical Lab I (4570) Salary Plan, Grade OD 17
Tech, Optical Lab 11 (4571) Salary Plan Grade OD 20
Tech, Optical Lab 111 (4572) Salary Plan Grade OD 22

Both Parties OFNHP and KSMC Optical lab management agree with these Job Description/Titles and salary grade changes.




Elex Terney
Executive President
OFNHP

7/11/2013
Date




Jocelyn Pitman
Internal Organizer
OFNHP

7/11/13
Date




Adam J. Morris
Director, Optical Operations

6/26/13
Date



James A. Hilker
Optical Lab manager

6/28/2013
Date



Michael R. Dehner
Sr. HR Consultant
KP

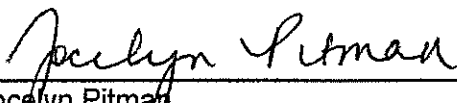
6/26/2013
Date

LETTER OF AGREEMENT
BETWEEN
OREGON FEDERATION OF NURSES AND HEALTH CARE PROFESSIONALS
AND
KAISER PERMANENTE NORTHWEST REGION

Histology Graveyard Shift Employees July 4th Holiday 2013

The Histology graveyard shift employees shall have the option to take the evening off of July 4th 2013 instead of the evening of July 3rd. It is understood that the majority of shifts fall on the morning of July 4th and as a result they may be entitled to 2.5 extra Holiday pay. They choose to waive this pay so that they may have the evening of July 4th to spend with their families. They would be paid straight time for the 3rd (2100-0530, 2300-0730) and receive holiday pay for July 4th (2100-0530, 2300-0730).

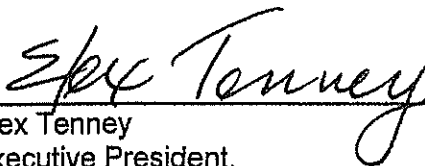
AGREED:



Jocelyn Pitman
Internal Organizer,
OFNHP

6/27/13

Date



Elex Tenney
Executive President,
OFNHP

6/27/2013

Date

Saundra Ellis
Histology Supervisor
AWL

Date

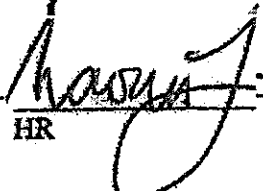
Tom Gunn
Sr. Human Resources Consultant
Kaiser Permanente

Date

LETTER OF AGREEMENT
BETWEEN
KAISER PERMANENTE
&
OREGON FEDERATION OF NURSES AND HEALTHCARE PROFESSIONALS

This agreement is entered into by and between Kaiser Foundation Health Plan, Inc. ("Employer") and OFNHP to provide a bilingual differential for any OFNHP bargaining unit member hired under a job code requiring fluency in a second language and Qualified Bilingual Staff 2 certification.

The parties agree that those hired into such a job code will be paid an hourly differential of \$1.15.

 10/9/13
HR Date

 10/4/2013
OFNHP Date

Copy:
HR
OFNHP
Gena Bailey
Compensation

**LETTER OF UNDERSTANDING
BETWEEN
THE OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS,
LOCAL 5017, APT, TECHNICAL EMPLOYEES
AND
KAISER PERMANENTE**

PTA CERTIFICATIONS ADDING ARTICLE 11.C.7:

Letter of Understanding adding to the current OFNHP Technical contract language on page 43. Article 11.C.1.2.3.4.5.6. Adding Article 11.C.7 To promote the goal of encouraging Physical Therapist Assistants and Certified Occupational Therapy Assistants to continue their professional education, recognize those who do so and support a high standard of clinical excellence and quality of care, a joint Labor-Management Committee will develop criteria to implement a Physical Therapist Assistant and Occupational Therapy Assistant Advanced Certification Bonus.

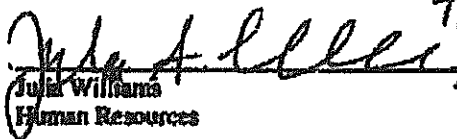
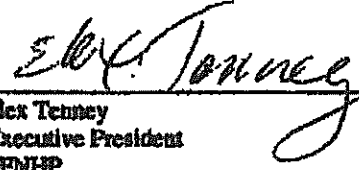
1. Qualifying Certifications currently Include



- a. Lymphedema Certified and/or Lymphedema Association of North America.
- b. Certified Licensed Massage Therapist (Qualifies if currently holding active license)

2. Recognition for Specialty Certified Individuals

- a. A labor management partnership committee will be convened (equal representation from management and labor) every 2 years to evaluate the current list of approved specialties for additions or deletions.
- b. This recognition is a bonus to encourage, honor, and recognize the time and effort required to achieve an advanced clinical certification.
- c. This bonus will be paid to therapists who demonstrate that they hold an advanced certification which is currently in good standing with the issuing organization.
- d. The bonus amount will be \$500.00 per certification and recertification bonus of \$500.00 every 10 years with valid documentation.
- e. Therapists who hold multiple certifications in good standing are eligible for multiple bonuses.

Agreed:

	4/3/14		4/17/2014
Julia Williams Human Resources	Date	Alex Tenney Executive President OFNHP	Date

			4/7/14
Stacy Moret Dept. Admin; PT,OT, SLP, Pain & Physiatry	Date	Jocelyn Pittman Internal Organizer OFNHP	Date

LETTER OF AGREEMENT

The Coalition of Kaiser Permanente Unions: Service Employees International Union Local 49, United Food & Commercial Workers Local 555 and Oregon Federation of Nurses & Health Professionals Local 5017 and Kaiser Permanente Healthplan of the Northwest

Kaiser Permanente Regional Uniform Professional Dress

The Coalition of Kaiser Permanente Unions: the Service Employees International Union, Local 49, United Food & Commercial Workers, Local 555 and Oregon Federation of Nurses & Health Professionals, Local 5017 (Coalition) and Kaiser Permanente Healthplan of the Northwest (KP) have developed in partnership the following agreement to provide and maintain the Uniform Scrubs for Coalition represented employees at Kaiser Sunnyside Medical Center (KSMC), Kaiser Westside Medical Center (KWMC) and Ambulatory Care. This agreement replaces all prior Uniform Scrub letters of agreement. The terms of the agreement are as follows:

1. Upon hire into represented, patient/member facing position at KP listed in the chart below, KP will provide employees with the exact number of scrubs, based on the number of regularly scheduled work days, (Employees regularly scheduled to work 5 days per week would receive a maximum of 5 sets):
 - a. 5 days = 5 scrub sets;
 - b. 4 days = 4 scrub sets
 - c. 3 days = 3 scrub sets;
 - d. 2 days = 2 scrub sets; and,
 - e. Less than 2 days = 1 scrub set.

Employees that work a straight 7/70 schedule at the time this agreement is implemented, will be provided with seven (7) scrub sets during implementation, (3) scrub sets at first renewal anniversary, and (5) scrub sets for each renewal anniversary year, thereafter.

Scrub sets will be one (1) black pant/skirt and one (1) top. Employees may choose to replace one (1) top or one (1) bottom with a Jacket, (to be worn over a scrub top). Tops and Jackets will be in the specific color designated in the table below:

Color	Department, Unit, Function or Position
Ceil	Pharmacy Assistant
Desert Sage	Respiratory Therapy
Eggplant	Certified Nurse Assistants, Certified Patient Care Assistants
Hunter Green	Imaging Services*
Khaki	Orthopedic Technician
Olive	Physical Therapy, Occupational Therapy
Pewter	Patient Lift
Purple	Medical Assistant, Sleep Lab Assistant, Home Health Aide, Physical Medicine Aide, Rehabilitation Aide, Surgery Aide, Neurology Assistant, Orthopedic Assistant, Trainee, Wound Care Assistant, Ophthalmic Technician
Red	Emergency Department Technician, Cardiac Monitor/Surveillance Technician, Optometry Assistant
Royal Blue	Registered Nurse
Taupe	Laboratory Services, Histology Technologist, Medical Lab Technologist, Lab Clerk, Phlebotomist
Teal	Environmental Services and Floor Care
Turquoise	Materials Coordinator, Materials Assistant, Materials Technician
Grey*	Licensed Practical Nurse

*Imaging Services employees presently in Mammography and Licensed Practical Nurses employed at the Westside Specialty Medical Office, Sunset Medical Office, KWMC or other locations covered by prior uniform scrub agreements will transition to the color listed in this agreement during implementation.

LETTER OF AGREEMENT

2. Upon hiring On-call or Coded Replacement employees immediate supervisor will predict number of days employee will work and provide corresponding number of scrub sets as defined above in section one (1). Days worked will be reevaluated after three (3) months of employment, additional scrubs sets will be provided if average days worked is greater than predicted at hire.
3. Currently employed On-call or Coded Replacement employees will be provided a corresponding number of scrub sets as defined above in section one (1), determined by an evaluation of average days worked for a three (3) month period prior to implementation.
4. New hires after the implementation of this agreement, will be aligned with work location annual renewal date, unless they are hired 60 days prior to the renewal date in which case they will not receive new scrubs until the following renewal date, (i.e. one year and two months).
5. The parties agree to reconvene to negotiate, if there is a change in practice for classifications currently in uniforms not covered by this agreement (including but not limited to: Landscaping Dept. and Transportation Dept.).
6. Employees identified in the table in section 1 of this agreement will be provided with scrub sets through a series of "professional fitting events" to be planned and implemented by the RLMP chartered Uniform Professional Dress committee. Employees will be able to participate in the fitting events during regularly scheduled work hours. The parties agree that the intent is to have fittings at the employees' work site/campus; any exceptions will be managed by the Uniform Professional Dress Committee. Employees unable to participate during regular work hours may participate during their off time and will be paid for the actual time spent participating in the fitting event. Employees must coordinate with their immediate supervisor prior to participating in an event outside scheduled work hours.
7. Renewal anniversaries will be based upon the implementation plan and schedule developed by the Uniform Professional Dress Committee. The number of scrub sets provided to individual employees each year will be based upon the number of regularly scheduled work days of the employee, as outlined in section 1 of this agreement.
8. In the event unforeseen needs compel an employee to obtain replacement scrub sets, the employee will work with their immediate supervisor to reasonably resolve the need for replacement scrub sets. If the immediate supervisor is unable to resolve the unforeseen need, the employee will have the option to elevate the issue through a process defined by the Uniform Professional Dress Committee.
9. Employees are responsible to launder and maintain scrubs for use at work. Employees may purchase additional scrub garments or full scrub sets through established KP vendors at the individuals own expense. If purchased during the professional fitting event, additional scrubs can be obtained at the KP rate. Individually purchased scrub sets must be an exact color match in order to be worn at any Kaiser Permanente Facility.
10. Employees will be required to report to work in the appropriate provided scrubs, in compliance with current KP Dress Standards policies, unless otherwise required to don/doff uniforms during working hours by a department specific policy.
11. During Holidays identified below, employees covered by this agreement may choose to wear personal holiday-themed scrub tops to work. Holidays include:
 - Valentine's Day (February 14th)
 - Independence Day (4th of July)
 - Labor Day
 - Halloween (October 31st)
 - Christmas/Hanukah/Kwanza (December 25th)

LETTER OF AGREEMENT

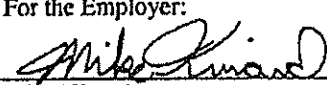
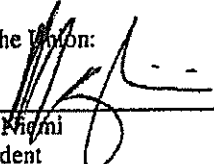
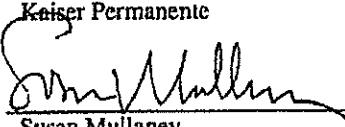
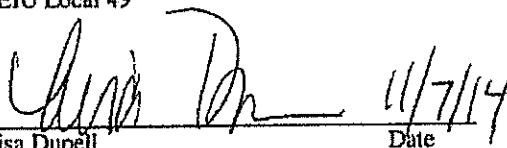
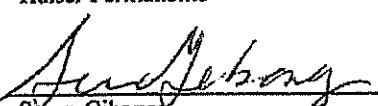
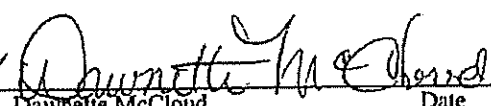

Personal holiday themed scrub tops may be worn on the actual date of the holiday and during the four (4) days prior to the holiday.

- 12. Temporary Employees, "Travelers" and/or Agency employees that work in one of the job classifications listed in the table above will be provided with the color scheme for the position or function. These individuals will provide their own scrub sets.
- 13. Represented employees, in a Coalition Labor Partner or Labor Liaison assignment will be provided with one (1) scrub set. The color of the scrub set will be that identified in the chart above for the job classification or function to which the employee retains return rights.

LOA Interpretation and Sunset

The parties agree that any changes or modifications to the terms of this agreement may be reviewed through the appropriate Partnership processes. A partnership process may be initiated by any of the signatory parties with a minimum of 30 days notice to the other signatory parties. This non-precedent setting Letter of Agreement.

Agreement is indicated by the signatures below

<p>For the Employer:</p> <p> 10/14/14 Date Mike Kinard Vice President, Ambulatory Care Services, Kaiser Permanente</p>	<p>For the Union:</p> <p> 10/21/14 Date Meg Khouri President SEIU Local 49</p>
<p> 10/14/14 Date Susan Mullaney Vice President, Hospital Operations Kaiser Permanente</p>	<p> 11/7/14 Date Lisa Dupell Staff Director UFCW Local 555</p>
<p> 10/15/2014 Date Susan Giboney Senior Director, Service Strategy & Care Experience, Kaiser Permanente</p>	<p> 11-6-2014 Date Dawnette McCloud Executive President OFNHP Local 5017</p>
<p> 10/15/2014 Date Andrew Loomis, SPHR Manager, Employee & Labor Relations Kaiser Permanente</p>	

LETTER OF AGREEMENT

Tanasbourne Call Center

The coalition of Kaiser Permanente Unions: the Service Employees International Union, Local 49, United Food & Commercial Workers, Local 555 and Oregon Federation of Nurses & Health Professionals, Local 5017 (Coalition) and Kaiser Permanente Healthplan of the Northwest (KP) have developed in partnership the following agreement for impacted Coalition employees in regards to the relocation of Call Center services to the Tanasbourne building. The terms of the agreement are as follows:

Option 1: Incentives to Relocate

Coalition employees who elect to follow their work and relocate to the Tanasbourne building will:

1. Receive a relocation incentive of \$750.00 at time of relocation and another \$750.00 six months after relocation.
2. Have a choice of either:
 - a. Six (6) months of mileage differential between current commute and new commute at a maximum of twenty-five (25) miles per one way trip (there will be no mileage cap for Salem employees).

[OR]

- b. One (1) year Trimet pass, a shuttle service between Willow Creek/ SW 185th Ave transit center and the Tanasbourne building will be provided as long as 10% of Trimet pass recipients utilize this service. Continuation of shuttle service will be evaluated after one (1) year.
3. Be forgiven, for up to 18 tardies within the first two (2) months of relocation.
4. Have job scope freeze, keeping Primary Care, Specialty Care, Dental and RAN separate for the first six (6) months of relocation.
5. Engage in joint staffing, evaluating schedule flexibility (FT positions, 10 hour shifts, job sharing, combined lunch/breaks etc.) on time schedule defined below:
 - a. Primary Care appointing, RAN, RTMC, Imaging discussions completed by June 15, 2015.
 - b. Specialty Care, Dental and Salem appointing discussions completed by December 31, 2015.
6. Have opportunity to work from home under guidelines of telecommuting agreement LOU's developed within each workgroup - with the understanding that all functions

must be on CCSTI platform for eligibility data collection prior to telecommute option per negotiated agreement.

- a. Imaging will meet immediately to discuss telecommuting opportunity.
- b. Mental Health Triage, Specialty Care, Dental and Salem appointing will meet three (3) months following start on the CCSTI platform to discuss telecommuting opportunity and team readiness; Actual start of telecommuting will be dependent on team readiness and appropriate data collection.

Option 2: Alternatives to Relocation

All impacted Coalition employees may elect reduction in force (RIF). If RIF is elected there are two (2) options to select from:

1. RIF with Employment Income Security Agreement (EISA)- agreement to follow all contractual obligations under EISA (One-year income security, with full opportunities for training, job shadowing, super seniority for job bidding, etc.) Consideration of waiving minimum requirements on positions will be considered on a case by case basis.

[OR]

2. RIF with Contractual Severance – Severance, defined by individual's contract and end employment with KP. (Would need to continue to work until relocation date)

Timeline

June 15, 2015- Complete Joint Staffing for Primary Care, RAN, RTMC, and Imaging. Complete Salem/Specialty Care (member facing) sub-group recommendations.

July 1, 2015- Deadline for impacted Coalition employees to select relocation or RIF.

August 1, 2015- RIF notices sent to Union presidents.

August 15, 2015- Deadline for Coalition employees who elected to RIF to select severance or EISA.

September 1, 2015- Coalition employees electing EISA RIF, given notice.

October 1, 2015- RIF and employee relocation begins.

October 2, 2015- EISA year begins.


December 31, 2015- Complete Joint Staffing for Specialty Care, Dental and Salem.

January 31, 2016 (approximately)- engage in Specialty Care, Dental and Salem telecommuting discussion.

Agreement is indicated by the signatures below:

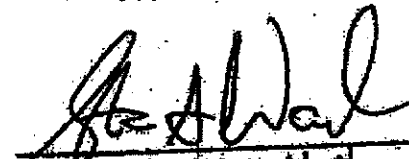
For Kaiser Permanente

For the Coalition Unions:

 6/3/15


David B. Lake
Vice President
Health Plan Operations & Strategy

Date

 6/10/15

Meg Naomi
President
SEIU Local 49

Date

 6/3/15

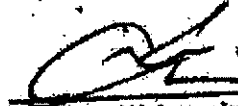
Kati Trajntweiser
Executive Director of Ambulatory
Services

Date

 6/17/15

Lisa Dupell
Healthcare Coordinator
UFCW Local 555

Date

 6/17/2015

Andrew W. Loomis
Manager, Employee & Labor
Relations

Date

 6-17-15

Dawnette McCloud
Executive President
QFNHP Local 5017

Date

LETTER OF AGREEMENT – ARBITRATOR SELECTION

December 31, 2015


Keef 12

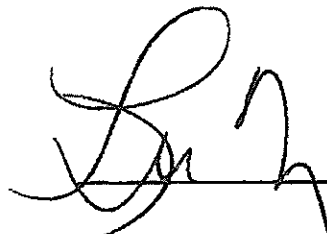
Kaiser Permanente Northwest (KPNW) and the Oregon Federation of Nurses and Health Professionals (OFNHP) have agreed to alter the terms and conditions of the collective bargaining agreements (Contracts) between said parties, including the Oregon Nurses Association (ONA) agreement, over which OFNHP has representational authority, in the following manner:

1. The "Grievance Procedure" of the aforementioned Contracts currently requires the parties to use a "standing panel" of arbitrators.
2. Due to retirements and unavailability, the standing panel of arbitrators has created difficulties in scheduling and expediting grievances.
3. Therefore, the parties have agreed to change the process by which arbitrators are selected.
4. Henceforth, an impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliation Service. The request shall require that the panel of arbitrators be limited to those from Oregon and Washington. Upon receipt of said panel, the parties will select an arbitrator by a flip of a coin and alternatively striking names.
5. This change only alters the process by which an arbitrator is selected; all other terms and conditions of the grievance process shall remain unchanged, including, but not limited to timelines for elevating grievances to arbitration, the scope of the arbitrator's authority, and the splitting of fees and expenses for the arbitration.

For KPNW

For OFNHP

 1/14/16
Date

 1/15/2016
Date

Scott Allan
Director, Employee and Labor Relations
Kaiser Permanente Northwest

Lynn-Marie Crider
Staff Director
Oregon Federation of Nurses and
Health Professionals

Faint, illegible text at the top of the page, possibly bleed-through from the reverse side.



LETTER OF AGREEMENT

BETWEEN

**Oregon Federation of Nurses and Health Care Professionals, Local 5017-Registered Nurses Bargaining Unit and Kaiser Permanente Health Plan
Vision Essentials: Establishing Seniority**

March 2, 2017

This agreement between the Northwest Region of Kaiser Permanente Health Plan and the Oregon Federation of Nurses and Healthcare Professionals, Local 5017 – Technical Bargaining Unit (OFNHP) is to create a clear and consistent system for establishing seniority when two or more employees have the same date of hire and length of time in the bargaining unit.


- 1) When two or more employees have the same date of hire and length of time in the bargaining unit, seniority will be established by reference to the earlier birth month. For example: an employee born in February would have greater seniority than the person born in March.**
- 2) If both or all employees who have the same date of hire and length of time in the bargaining unit are born in the same month, then the next determining factor for seniority would be the day of the month, with the earliest day having the most seniority.**
- 3) This agreement applies to all current and future Vision Essentials employees who are covered under the OFNHP Technical Bargaining Unit.**

This agreement does not affect the rights of any employees or seniority systems in place elsewhere in the Kaiser Permanente Health Plan. This agreement becomes effective upon the signatures of the named parties below.

Duration of Agreement

This agreement will be renewed, and not expire, if the current Collective Bargaining Agreement is renewed without local bargaining following expiration on September 30, 2018. Either party may request to meet and review the terms of this agreement with 30 days' notice to the other. Except to the extent it may be renewed as expressly stated above, this Agreement is non-precedent setting.

For KPNW:




Wendy Watson 3/2/17
Date

For OFNHP:



Adrienne Enghouse 3-2-17
Date

For KPNW Human Resources:



Ismail Pekin 3/3/17
Date

Letter of Agreement between Kaiser Permanente and the Oregon Federation of Nurses and Healthcare Professionals regarding the implementation of the Technical Employee Career Ladder

This agreement is entered into by and between Kaiser Foundation Health Plan Northwest ("Employer") and the Oregon Federation of Nurses and Healthcare Professionals ("Union") to address the implementation of the Technical Employee Career Ladder Program.

The parties agree to the following:

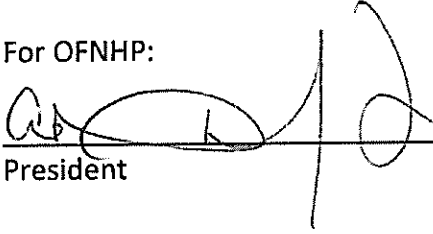
1. A Technical Employee Regional Committee, including but not limited to the co-chairs from the three (3) existing Retention and Recruitment committees (ASC's, inpatient and outpatient), will be charged with developing, communicating and implementing a career ladder for OFNHP Tech's.
2. This program will recognize and provide incentive to Technical Employees to participate in educational, leadership and professional development (i.e., CEUs, LMP Committees, advanced education and certification).
3. A labor/management committee will be assembled to review approval of submitted applications.
4. Technical Employee Career Ladder applications will be reviewed on a bi-annual basis as set by the committee.
5. A flat rate incentive/differential will be awarded for attainment as follows:
 - a. Attainment of Level One will be a base rate of \$1.00/hr on all compensable hours.
 - b. Attainment of Level Two will be a base rate of \$1.50 on all compensable hours.
6. All job classifications within the Technical Employee bargaining unit will have equal opportunity to develop a Career Ladder specific to job classification.

Agreement is indicated by the signatures below:

For Kaiser Permanente:

HR Date

For OFNHP:



President Date 8.17.17

cc: HR, OFNHP, Compensation

Letter of Agreement between Kaiser Permanente and the Oregon Federation of Nurses and Healthcare Professionals regarding the Implementation of the Technical Employee Career Ladder

This agreement is entered into by and between Kaiser Foundation Health Plan Northwest ("Employer") and the Oregon Federation of Nurses and Healthcare Professionals ("Union") to address the implementation of the Technical Employee Career Ladder Program.

The parties agree to the following:

1. A Technical Employee Regional Committee, including but not limited to the co-chairs from the three (3) existing Retention and Recruitment committees (ASC's, inpatient and outpatient), will be charged with developing, communicating and implementing a career ladder for OFNHP Tech's.
2. This program will recognize and provide incentive to Technical Employees to participate in educational, leadership and professional development (i.e., CEUs, LMP Committees, advanced education and certification).
3. A labor/management committee will be assembled to review approval of submitted applications.
4. Technical Employee Career Ladder applications will be reviewed on a bi-annual basis as set by the committee.
5. A flat rate incentive/differential will be awarded for attainment as follows:
 - a. Attainment of Level One will be a base rate of \$1.00/hr on all compensable hours.
 - b. Attainment of Level Two will be a base rate of \$1.50 on all compensable hours.
6. All job classifications within the Technical Employee bargaining unit will have equal opportunity to develop a Career Ladder specific to job classification.

Agreement is indicated by the signatures below:

For Kaiser Permanente:

For OFNHP:

Kristen Parra 8-29-17
 HR Date

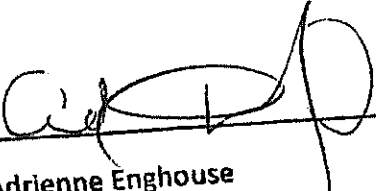
[Signature] 8-23-17
 Union Date
 Adrienne Enghouse
 President OFNHP

[Signature] 8/25/17
 Operations Date

cc: HR, OFNHP, Compensation

**Letter of Agreement between Oregon Federation of Nurses and Health Professionals and Kaiser
Permanente Foundation Health Plan**

Oregon Federation of Nurses and Health Professionals and Kaiser Permanente Foundation Healthplan
Northwest agree to extend the 2015 agreement titled, "Letter of Agreement between Kaiser
Permanente and Oregon Federation of Nurses and Healthcare Professionals regarding revised schedules
for Professional Employees in Rehabilitation Services in Specialty Care" until November 30th, 2017.




Adrienne Enghouse
Executive President, OFNHP

9.18.17



Katherine Ames
Department Administrator, KPNW

9/11/17



Alison Asarnow
Sr Employee & Labor Relations Consultant, KPNW

9/7/17

Handwritten text at the top of the page, possibly a header or title, which is mostly illegible due to blurring.



Letter of Understanding
between
Kaiser Foundation Health Plan
and
Oregon Federation of Nurses and Health Professionals
(OFNHP – TECHS)

Vision Essentials Certified Optometric Assistant Preceptor Guidelines and Pay Differential
November 2018

Purpose

To provide clinical and procedural guidelines and a financial incentive/reward to Certified Optometric Assistants who accept the additional responsibility and workload of being assigned to function as a coach and teacher in orienting and precepting current employees, new hires, and transfers in the skills competency process, as well as the provision of remedial training.

Certified Optometric Assistant Preceptors

Certified Optometric Assistant Preceptors will complete onboarding competencies and train new staff, conduct skills competency validations, and provide remedial training as well as new workflow technology training to staff.

The general orientation of new employees, and provision of informational support and guidance to co-workers, does not by itself constitute acting in a preceptor capacity. Employees act in the preceptor capacity when they engage in one or more of the tasks described above.

Eligibility for Preceptor Differential

Management welcomes preceptor volunteers; selection will be based on performance, experience and qualifications as described herein. Management has the responsibility and discretion to select Certified Optometric Assistant Preceptors based on the following criteria taking into account evaluations as well as peer and clinician input:

- A minimum of two (2) years of experience as a Certified Optometric Assistant within Kaiser Permanente OR demonstrated proficiency in the technical skill or subject matter area
- Hold a current CPOA certification OR obtain CPOA certification within 18 months of hire
- Proficiency in evaluating performance to standards of care. Proficiency in observing and identifying patterns. Experience in objectively assessing performance

- Demonstrated success as a role model based on current performance evaluation, peer and clinician input.
- Satisfactory performance as demonstrated in a current performance appraisal.

Continued Eligibility for Preceptor Differential

Once selected, the preceptors' annual review will be based in part on their effectiveness as preceptors. Preceptors can be removed from the role at any time based on management's evaluation of their effectiveness using objective criteria and feedback. Demonstrated competency as a preceptor includes:





- Completion of the "Preceptor Protocol" within a designated timeframe.
- Continued receipt of positive feedback from preceptees, clinicians, the Optometry Support Manager, and the Location Manager

Differential

A differential of \$2.05 per hour must be documented on timecards by employees for shifts worked in designated Preceptor status, as approved by a manager. The preceptor differential will only be applied to actual hours worked in scheduled shifts.

Duration of Agreement

This agreement may be reviewed by either party with 30 days' written notice. Status quo pending negotiations. This agreement remains in effect until the expiration of the collective bargaining agreement on September 30, 2021.

 <hr/> Wendy Watson, VP Ambulatory care & Clinical Services Date	11/13/18	 <hr/> Adrienne Enghouse President, OFNHP Date	11.19.18
 <hr/> Wil Kouke, SR Director Optical Operations Date	11/5/2018		
 <hr/> Ismail Pekin, SR HR Consultant Date	11/7/18		

May 6, 2019

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

RE: CVOR Standby

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") to address standby requirements for RNs and Techs in the KSMC CVOR.


AGREEMENT

The parties agree to the following:

1. This agreement applies to all OFNHP RNs and Techs working in the KSMC CVOR.
2. The Standby rate shall be \$15.00 per hour for all Standby worked in the CVOR.
3. Article 13.E.2 shall apply when employees on Standby duty are called in to work. When employees are called-in to work for more than ten (10) standby shifts in a four-week period, double-time shall apply for those hours worked.
4. There shall be no maximum amount of time an employee is required to be on standby duty. Employees commit to ensuring all standby shifts in the CVOR are covered. Per this agreement, all call must be covered.
5. All other provisions in the respective OFNHP RN and Tech CBA apply.
6. Either party can request a review of this agreement with a 30-day written notice to the other party.
7. This agreement is non-precedent setting.

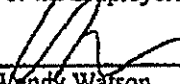
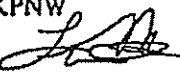
AGREED

For the Union:


Adrienne Enghouse
Executive President
OFNHP

5/14/19
Date

For the Employer:


Wendy Watson
VP Ambulatory Care & Clinical Services
KPNW

Luana Manalo
Sr. Employee and Labor Relations Consultant
KPNW

5/19/19
Date

5/14/19
Date

GRIEVANCE SETTLEMENT AGREEMENT
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS LOCAL 5017

Re: Wendy Ball Grievance

BACKGROUND

Kaiser Foundation Health Plan of the Northwest ("Employer" or "KPNW") and Oregon Federation of Nurses and Health Professionals, Local 5017 ("Union" or "OFNHP") (collectively, "the parties") are parties to a collective bargaining agreement ("CBA"), which covers employees performing certain work in the Employer's Vision Essentials department.

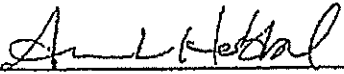
OFNHP filed a grievance on behalf of Kaiser Permanente employee and OFNHP member Wendy Ball ("Grievant") on 11/1/2018 ("the Grievance"). The Grievance alleged violations of the CBA for placing Grievant at an improper step when moving employees to newly created job descriptions. The Union requested KPNW to place Grievant at the appropriate step and to make her whole for any backpay incurred.

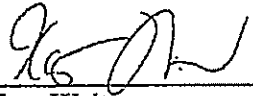
AGREEMENT

The parties agree to the following:

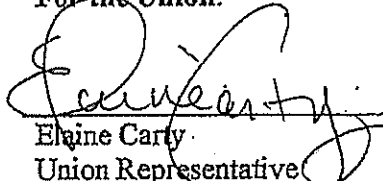
1. This Agreement applies only to the Grievant and the specifics of her position and past experience.
2. The Union agrees to withdraw the Grievance.
3. In consideration of the foregoing, the Employer agrees to place Wendy Ball at Step 8, retroactive to September 2017.
4. The Employer agrees to grant Wendy Ball the Longevity Step 9 retroactive to September 2018.
5. The Employer also agrees to pay the respective backpay amounts as determined by National Payroll, subject to required tax withholdings.
6. This Agreement fully and finally resolves the Grievance.
7. This Agreement does not constitute an admission by KPNW of a violation of the CBA and is non-precedent setting.

For the Employer:

 23 Jan 20
Susan Hobbel Date
Senior Administrator, Ambulatory Care

 2/18/2020
Kate Walter Date
Senior Employee and Labor Relations
Consultant, Employee and Labor Relations
KPNW

For the Union:

 2-18-20
Elaine Carty Date
Union Representative
OFNHP Local 5017

August 4, 2020

LETTER OF AGREEMENT
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
Oregon Federation of Nurses and Health Professionals Tech Bargaining Unit

RE: Surgical Tech Career Ladder postponement of review period

BACKGROUND

Kaiser Foundation Health Plan of the Northwest (“Employer”) and Oregon Federation of Nurses and Health Professionals (OFNHP- Tech”) agree to the mutually agreeable solution arising out of the COVID-19 pandemic.

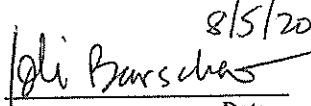
This LOU is to ensure that OFNHP-Techs are not disadvantaged by the suspension of work on the Surgical Tech career ladder matters, and to allow Surgical Techs and management additional time to devote to COVID 19 issues. The parties agree to the following:

1. The August 2020 review of applications will be postponed to the February 2021 review period.
2. All current level differentials will be continued to the February 2021 review period.
3. Eligibility for career ladder points will not be disadvantaged by this period of postponement.
4. In the event a new application for level 1 or level 2 is received during the postponement period, it will be reviewed in the February 2021 review period and then applied back (retro) to the August 2020 implementation date.
5. Either party may request to meet and review the terms of this agreement within five (5) days’ notice to the other party. An extension of this agreement should the COVID 19 situation demand shall not be unreasonably denied.

///


AGREED:

For OFNHP


Date 8/5/20

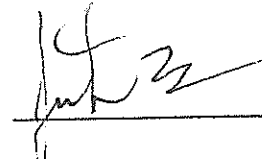
Jodi Barschow
Executive President

For the Employer


Date 8-6-2020

Kirsten Paric
Senior HR Consultant

For the Employer


Date 8/5/2020

Justin McGowan
Senior Director

**Kaiser Foundation Hospitals and
Kaiser Foundation Health Plan of the Northwest**

**Community Health Navigator, Patient Care 1 Navigator, Clin Qlty. & Pop Health
Navigator, Community Member Navigator, Medicaid Member Navigator, Medicaid
Navigator Lead**

into

**Oregon Federation of Nurse and Health Professionals, Local 5017, OFNHP-AFL-
CIO, Technical Employees
and the 2018 National Alliance Agreement**

September 4, 2020

Note: this tentative agreement is subject to ratification

BENEFITS AND PERQUISITES

Employees classified as Community Health Navigator, Patient Care 1 Navigator, Clin Qlty. & Pop Health Navigator, Community Member Navigator, Community Member Navigator Lead, Medicaid Member Navigator, and Medicaid Member Navigator Lead will accrete into the Oregon Federation of Nurse and Health Professionals, Local 5017, OFNHP-AFL-CIO, Technical Employees ("OFNHP Local 5017") and the 2018 National Alliance Agreement (the "Agreement"), except for changes set forth in this document.

Eligibility for participation in the Ben Hudnall Memorial Trust and the AHCU-KP Labor Management Partnership Trust will be effective as of ratification of this agreement.

All other benefit changes will be effective as follows. Benefit changes will be effective the first day of the first full pay period in March of 2021 ("Implementation Date") Health and Welfare benefits implementation date ("H&W Implementation Date") will be April 1, 2021, and in lieu of a January 1, 2021 implementation each employee will receive a one-time \$250 ratification bonus on the first pay period in January 2021. ¹ The cash payment after Plan B stops will occur the month following the Implementation Date.

HEALTH AND WELFARE BENEFITS:

Medical Benefits (including Vision): Benefit eligible employees will maintain the existing "Benefits by Design" plan options for non-represented, non-union employees through the H&W Implementation Date. Beginning on the H&W Implementation Date, benefit eligible employees will be transitioned from a "Benefits by Design" plan for non-represented, non-union employees to the KFHP Medical plan provided to OFNHP Local 5017 and Alliance of Health Care Unions members in the Northwest

¹ In the event Kaiser Permanente in its discretion is able to implement the benefit changes as of January 1, 2021, the bonus will be waived.

region in accordance with the Agreements. The KFHP Medical Plan includes but is not limited to, \$10.00 medical office visits, \$10.00 urgent care, \$50 emergency visits, \$10.00 generic/\$10.00 brand prescriptions, \$10 eye examination, etc.

Dental Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the current "Benefits by Design" plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, benefit eligible employees will transition to Permanente Dental Associates which includes a \$5 copay, \$1,500 lifetime maximum for child orthodontia and no annual maximum.

Welfare Benefits: Through the H&W Implementation Date, benefit eligible employees will maintain the current "Benefits by Design" plan for non-represented, non-union employees as applicable. Beginning on the H&W Implementation Date, life insurance, disability benefits, flexible spending accounts and other welfare benefits will be provided in accordance with the Agreements.

Retirement Benefits: Retirement benefits will be as specified under the terms of the Agreements after the Implementation Date. The following provisions will become effective on the Implementation Date:

Kaiser Permanente Northwest Pension Plan

On and after the Implementation Date, employees will be covered under the Kaiser Permanente Northwest Pension Plan (KPNPP) Supplement to the Kaiser Permanente Retirement Plan Kaiser (KPRP) for KFHP/HP employees with a 1.45% multiplier.

Kaiser Permanente Tax-Sheltered Annuity Plan II

Employees will be eligible to enroll in this plan as soon as administratively possible but not later than the implementation date. Plan participants will be eligible to receive employer contributions in accordance with the Agreements.

Kaiser Permanente Supplemental Savings and Retirement Plan (Plan B)

Employer and Employee contributions will cease. Prior contributions to this plan will remain in employees' accounts, and employees will continue to receive statements and have access to direct and allocate funds in those accounts.

Retiree Medical Benefits: Through the Implementation Date, eligible employees who retire will maintain the current non-represented, non-union retiree medical benefits as applicable. Eligible employees retiring on or after the Implementation Date will receive retiree medical benefits in accordance with the 2018 National Alliance Agreement.

JOB DESCRIPTIONS

The attached Job Descriptions (3849, 4668, and 4785) are the current versions of the Job Descriptions.

TIME OFF BENEFITS

All accrued and earned hours in Paid Time Off banks will be converted to Vacation hours as of the Implementation Date. Vacation hours accruals shall be governed by the terms outlined in the Agreements on and after the Implementation Date.

All accrued and earned hours in Extended Sick Leave (ESL) banks will be converted to Annual and Banked Sick leave as of the Implementation Date. Sick leave accruals shall be governed by the terms outlined in the Agreements on and after the Implementation Date. On the implementation date, sick leave accrual will be pro-rated.

Upon the Implementation Date, employees will receive Holidays in accordance with the Agreements, including flexible personal days and float holidays in accordance with the OFNHP Tech Unit agreement. Upon the Implementation Date, all qualified employees will be eligible for educational leave and education days in accordance with the Agreements.

RECRUITMENT, RETENTION, AND ADJUSTMENTS

The parties agree to establish a committee for the purposes of looking at recruitment and retention issues. The committee will consist of six (6) members, three (3) each from labor and management, selected by their respective sides. The committee will follow the process of the committee established in Article 12, Section B of the OFNHP Tech contract.

The committee will meet once a month following ratification of this agreement. The committee will bring a report and recommendations to both union and management leadership by December 2020.

As noted below, current employees have been placed on the payscale based on time in grade at Kaiser Permanente, without consideration of other service, experience, or additional education. In the event the employer desires to place a new hire at any step higher than Step 1 for recruitment purposes and/or to acknowledge such considerations, the employer will contact the union. Within 7 days of union notice, the committee will review the justification for the proposed placement on the scale, and the impact such placement will have on equity within the bargaining unit. The committee will use an interest-based problem-solving approach to address the issue, and in the event consensus is not reached the employer may implement its proposed placement and the union may dispute the decision through partnership dispute resolution processes.

VACANCIES

During accretion negotiations Kaiser flagged concerns over filling vacancies based strictly on the current OFNHP Tech contract language. Navigator's should be a demographic mirror of the populations they serve and possess the right attributes in order for the program to be successful (UPENN IMPaCT Training Manual). Filling vacancies with priority to internal candidates may not yield the best outcomes for the program.

To resolve the accretion negotiations Kaiser agrees to move past this issue at this time. However, if issues occur when filling vacancies between ratification of this agreement and 2021 local bargaining,

Kaiser will document those issues and bring it forward in 2021. The Union agrees to bargain, in good faith, over the issues around filling vacancies during 2021 local bargaining.

WAGES

Provided this agreement is ratified by September 11, 2020, the following wage scale will be implemented effective , the first full period in September, 2020. Employees in the impacted Job Descriptions will be placed on the wage scale based on their time with Kaiser Permanente in the current classification (including time spent in the classification under a previous related job title.) Once placed in appropriate step employees will move through wage scales based on appropriate time in grade. Employee's will be eligible for longevity pay upon placement in Step 8.

Any employee whose placement on the wage scale would result in a decrease in pay will remain at the current rate of pay. Such employees will be eligible for appropriate step increases at such time as their time in grade qualifies them for a step which would be higher than their rate of pay.

All employees, regardless of placement above, shall receive the 2020 3% across-the-board increase in the Alliance-KP National agreement as outlined in Article 2, Section A1 in addition to the increase, if any, received from placement on the wage scale.

The wage scale will be increased with the across-the-board increase on the same basis as other wage scales in the OFNHP Technical agreement.

SCALE	GRADE	STEP	MOS	HRS	10/4/2020
NV	01	1	0	0	24.64
NV	01	2	6	520	25.13
NV	01	3	12	1,040	25.64
NV	01	4	18	1,560	26.15
NV	01	5	24	2,080	26.67
NV	01	6	30	2,600	27.21
NV	01	7	36	3,120	27.75
NV	01	8	42	3,640	28.31
NV	01	9	120-MO LONGEVITY		29.01

Job
Code Job Title
4785 Navigator, Community Health


SCALE	GRADE	STEP	MOS	HRS	10/4/2020
NV	03	1	0	0	25.87
NV	03	2	6	520	26.39
NV	03	3	12	1,040	26.92
NV	03	4	18	1,560	27.46
NV	03	5	24	2,080	28.01
NV	03	6	30	2,600	28.57
NV	03	7	36	3,120	29.14
NV	03	8	42	3,640	29.72
NV	03	9	120-MO LONGEVITY		30.46

3849 Navigator, Medicaid

SCALE	GRADE	STEP	MOS	HRS	10/4/2020
NV	04	1	0	0	27.92
NV	04	2	6	520	28.44
NV	04	3	12	1,040	28.97
NV	04	4	18	1,560	29.51
NV	04	5	24	2,080	30.06
NV	04	6	30	2,600	30.62
NV	04	7	36	3,120	31.19
NV	04	8	42	3,640	31.77
NV	04	9	120-MO LONGEVITY		32.51

4668 Navigator, Medicaid Lead

SIGNATURES:



9/4/2020

Hal Ruddick
Executive Director, Alliance of Health Care Unions

Date



9/9/20

Wendy Watson
COO, Kaiser Health Plans and Hospitals of the Northwest

Date



9/9/2020

Jonathan Uto
Senior Employee and Labor Relations Consultant

Date

9/13/2022

LETTER OF UNDERSTANDING
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
OREGON FEDERATION OF NURSES & HEALTH PROFESSIONALS, LOCAL 5017

RE: OA Float Employee Mileage Agreement

BACKGROUND

Kaiser Foundation Health Plan of the Northwest (“Employer” or “KPNW”) and Oregon Federation of Nurses and Health Professionals Local 5017 (“Union” or “OFNHP”) (collectively, “the parties”) are parties to a collective bargaining agreement (“CBA”), which covers Optometric Assistants (“OAs”).

This Letter of Understanding (“LOU”) is intended to address float OA mileage reimbursement that was sunset as part of the 2020 OA Staffing Optimization and Rebid LOU.

AGREEMENT

The parties agree to the following:

1. This agreement addresses float travel within service area and outside of service area with different reimbursement models.
2. Service Areas to consist of East (all locations in OR east of I-5 and north of Wilsonville), North (all locations in Washington), West (all locations west of I-5 and north of Wilsonville, Mid Valley (all locations south of Wilsonville)).
 - Current West SA includes: BVT, SST, TNB
 - Current East SA includes: RKW, CEC, CIN
 - Current North SA includes: SAL, CPK, ORC, LVK
 - Current MVSA includes: NLR, SKY
3. Same day reassignments of float OA from one location to another will be paid the mileage between those two sites.
 - a. If within the service area, they get straight mileage, if transferred to a different service area they receive the out of service area mileage outlined below.
4. Pre-scheduled shifts: On call employees are a different classification of employee, on-call employees will not be paid mileage based on service areas, they will receive mileage when traveling more than 30 miles from their assigned clinic. (Assigned clinic is where their FTE is assigned).
 - a. As an example, if an OA is assigned at CEC, they would be paid round trip mileage between CEC and NLR.

5. Out of service area mileage reimbursements for Float OAs applies to pre-scheduled shifts & same-day shift changes (does not apply to on-call):

Out of service area:

- reassign to another location (volunteer or inverse seniority).
 - receive \$30 differential.
 - receive mileage when distance to travel location is outside the home service area.
 - As an example, if an OA is assigned at CEC, they would be paid round trip mileage between CEC and NLR, plus the \$30 differential.
 - When traveling outside of service area, employee to leave work at 5:00 (instead of shift end 5:30) to accommodate employee returning to home area at normal shift end time.
 - Employee will be paid till 5:30 but allowed to leave at 5:00.
6. Labor and Management agree to come back together to discuss modifications that may be needed to this agreement, this LOU will expire on 3/1/2023, unless an extension or modification is mutually agreed to.

AGREED:

For the Union:

Jonathon Baker
President
OFNHP

Date

For the Employer:



09-15-22

Wendy Watson
Chief Operating Officer
Kaiser Permanente

Date



9/14/2022

Nick Pitts
Director of Vision Essentials
Kaiser Permanente

Date



9/14/2022

Ismail Pekin
Sr. Employee and Labor Relations
Consultant
Kaiser Permanente

9/13/2022

LETTER OF UNDERSTANDING
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
OREGON FEDERATION OF NURSES & HEALTH PROFESSIONALS, LOCAL 5017

RE: Temporary Double Overtime Pay for Optometry OAs

BACKGROUND

Kaiser Foundation Health Plan of the Northwest (“Employer” or “KPNW”) and Oregon Federation of Nurses and Health Professionals Local 5017 (“Union” or “OFNHP”) (collectively, “the parties”) are parties to a collective bargaining agreement (“CBA”), which covers Optometric Assistants (“OAs”) in job code 4588.

This Letter of Understanding (“LOU”) is intended to incentivize members of the OFN Technical 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 Optometric Assistants who pick up extra hours within the Optometry department.

AGREEMENT

The parties agree to the following:

- I. Eligibility:
 - a. All coded Optometric Assistants who work 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 the Optometry Department are eligible.
- II. Compensation:
 - a. Double the employees normal hourly pay rate for all hours worked on unfilled shifts above coding or as provided in I.b above.
- III. Unfilled shifts (as determined by management) will be provided to staff at the time the schedule is released. Incentive shifts will align with any departmental agreements related to staffing. All eligible staff in department will have an opportunity to bid for incentivized shifts. All qualifying shifts beyond employees ‘coded hours (or after on-call requirements are met as defined in I.b.) will be eligible for the incentive pay if the shift occurs during the qualifying period. As soon as this LOU is signed through December 31, 2022), regardless of when the shift was awarded.
- IV. Awarding of shifts: Shifts will be awarded following Article 5.F in the Tech CBA.

- V. If a bargaining unit member calls out unavailable or leaves a shift early the employee will not be eligible for these shift incentives during that pay period.
- VI. The award of this incentive will be additive to any criteria in CBA and LOU(s) regarding overtime, incentive pay, and other differentials.

This agreement will be in effect once signed and automatically expire on December 31, 2022. The Agreement may be extended by 30 days at a time, by mutual written agreement of the parties.

AGREED:

For the Union:



Jonathon Baker
President
OFNHP

9.15.22

Date

For the Employer:



Wendy Watson
Chief Operating Officer
Kaiser Permanente

09-15-22

Date



Nick Pitts
Director of Vision Essentials
Kaiser Permanente

9/13/2022

Date



Ismail Pekin
Sr. Employee and Labor Relations
Consultant
Kaiser Permanente

9/13/2022

10/17/2022

LETTER OF UNDERSTANDING
between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST
and
OREGON FEDERATION OF NURSES & HEALTH PROFESSIONALS, LOCAL 5017

RE: Core Staffing Model – Amended

BACKGROUND

Kaiser Foundation Health Plan of the Northwest (“Employer” or “KPNW”) and Oregon Federation of Nurses and Health Professionals Local 5017 (“Union” or “OFNHP”) (collectively, “the parties”) are parties to a collective bargaining agreement (“CBA”), which covers Optometric Assistants (“OAs”) in job code 4588.

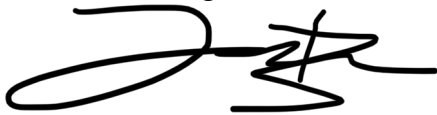
This Letter of Understanding (“LOU”) is intended to address the conversion of Optometry toward an all-core staffing model and the operational bridge strategy that will govern redeployment between now and trigger date.

AGREEMENT

The parties agree to the following:

1. A shuffle of open positions will take place for current employees to take first pick at newly created core positions. The shuffle will proceed as described in the newly bargained 2021 CBA shuffle language, with explicit instructions during the shuffle process that the timeline for the move into a new position is subject to optometry being 90% staffed.
2. Current float employees will have the opportunity to remain in their float roles or switch from float designation to core moving forward (keeping their schedule).
3. Remaining positions left unfilled via the shuffle will be posted externally.
4. Core employees will not be reassigned when a provider capable of being accelerated is present at their assigned location. Seniority for reassignment will be applied per service area as defined below:
 - A. Service Areas to consist of East (all locations in OR East of I-5 and North Wilsonville), North (all locations in Washington), West (all locations West of I-5 and North of Wilsonville, Mid Valley (all locations South of Wilsonville).
 - Current West SA includes: BVT, SST, TNB
 - Current East SA includes: RKW, CEC, CIN
 - Current North SA includes: SAL, CPK, ORC, LVK

- Current MVSA includes: NLR, SKY
5. Transition to core positions or into shuffled positions not to take effect until each Service Area has reached 90% staffing.
 6. Interim Plan:
 - A. Implement paragraph 4 of this Agreement.
 - B. Move all current floats to be service area floats based on where their current float assignment is. Reassignments to be kept in Service Area except by mutual consent (Mileage LOU to apply).
 - a. Saturdays will continue to be prescheduled outside of the service area until core shuffle takes full effect (see number 7 below) (Mileage LOU to apply)
 - C. One float from the NSA to be temporarily reassigned to WSA and one float from the NSA to be temporarily reassigned to ESA until the service area they have been reassigned to reaches 90% (if not volunteers, contractual order of application will apply, refer to 2021 OFN Tech Contract Article 8.C).(Mileage LOU to apply).
 - a. If a core employee volunteers, they will receive the out of area mileage incentive agreed to in the Float Mileage LOU. (See Float Mileage LOU for detail).
 7. Agreement 6 will sunset on the date that the Core Shuffle fully takes effect.



For the Union:

Jonathon Baker
President
OFNHP

10/27/2022

Date

AGREED:

For the Employer:



Wendy Watson
Chief Operating Officer
Kaiser Permanente

10-24-22

Date



Nick Pitts
Director of Vision Essentials
Kaiser Permanente

10/17/2022

Date



Ismail Pekin
Sr. Employee and Labor Relations
Consultant
Kaiser Permanente

10/18/2022

December 31, 2021

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

RE: Temporary Inpatient 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

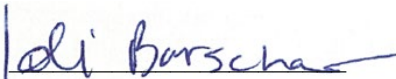
The parties agree to the following:

- 1) This Letter of Agreement (“LOA”) only applies to the OFNHP RN,, and OFNHP Technical 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. Double time plus \$200.00 for each additional Day/Evening shift worked at Westside or Sunnyside hospitals.
 - b. Double time plus \$400.00 for each additional Night shift worked at Westside or Sunnyside hospitals
- 3) An additional shift is defined as an extra full shift (shifts offered may be 8, 10, or 12 hours in length depending upon the respective department and worked in the care of patients. Non-productive hours (e.g., education, vacation, sick leave) do not count toward eligibility for the incentive. 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.
- 4) Volunteers must be qualified to perform the work.
- 5) On-call employees must work their contractual on-call availability requirements prior to being eligible to receive this incentive for additional shifts worked.

- 6) 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.
- 7) 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 payments will be made within two pay periods after the end of each agreement.
- 8) Existing contractual language regarding stacking of overtime/premium pay shall apply (e.g., if an extra shift 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.
- 9) Shifts will be awarded in accordance with the parties' CBAs.
- 10) 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.
- 11) This LOA shall be effective upon signing and through January 10, 2022 and will automatically expire. The parties agree to meet at prior to expiration to discuss effectiveness and potential for including additional bargaining units.
- 12) This agreement is non-precedent setting.

AGREED

For the Union:


Jodi Barschow
Executive President
OFNHP

01/03/22
Date

For the Employer:

Wendy Watson
Chief Operating Office
KPNW

Date

Luana Manalo
Manager, Employee and Labor Relations

Date