

February 3, 2023

LETTER OF UNDERSTANDING
Between
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST ("Employer" or "KPNW")
And
OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5017
("Union" or "OFNHP")
Allied Clinician Providers

BACKGROUND

Kaiser Foundation Health Plan of the Northwest ("Employer" or "KPNW") is a party to a collective bargaining agreement (the "CBA") with Oregon Federation of Nurses and Health Professionals, Local 5017 ("the Union" or "OFNHP") (collectively "the parties") covering Professional Bargaining Unit employees. This LOU is intended to incentivize Nurse Practitioners and Physician Assistant members of the Professional Bargaining Unit Neurosurgery, Urology, Orthopedic, and Head & Neck Surgery teams to pick up specified types of unfilled shifts above the bargaining unit member's coded hours as described below.

I. Eligibility:

- a. Qualified OFNHP Professional Bargaining Unit Members who pick up specified 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. The following types of shifts in the following departments would qualify:
Neurosurgery, Urology, Orthopedics, and Head & Neck Surgery

II. Compensation:

- d. \$45 per hour for all hours worked on unfilled shifts above coding or as provided in I.b/I.c. 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 employee's coded hours* will be eligible for the incentive pay if the shift occurs during the qualifying period (date of signature through June 30, 2023) regardless of when the shift was awarded.

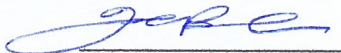
IV. Awarding of shifts:

- a. For coded staff:
 - i. Incentive shifts will be awarded by departmental seniority up until 14 days prior to scheduled shift.
 - ii. Incentive shifts that remain available less than 14 days prior to shift, will be awarded on a first come, first serve basis.


- V. By accepting an incentive shift that would create less than a 12-hour rest period between scheduled shifts, the employee waives this right if applicable.
- VI. If a bargaining unit member calls out unavailable or leaves a shift early (excluding a legally protected absence or COVID leave as provided by KP policy) to work a regularly scheduled shift, the employee will not be eligible for these shift incentives during that pay period.
- VII. Parties recognize this is a temporary incentive. Extra dollar amounts will be paid out as a monthly lump-sum within two pay periods of each month this agreement is in effect. In the event of extension, lump sum payments will be made within two pay periods after the end of each month.
- VIII. If an incentive shift is accepted, but the employee is needed to be moved back to their home department, the incentive pay will still be provided.
- IX. The award of this incentive will be additive to any criteria in CBA and LOU(s) regarding overtime, incentive pay, and other differentials.

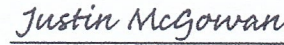
This agreement will automatically expire on June 30, 2023. The Agreement may be extended after the conclusion by mutual written agreement of the parties.


For the Union:

 2.8.23
Jonathon Baker Date
President OFNHP
Local 5017

For the Employer:

 2/6/2023
Wendy Watson Date
Chief Operating Officer
KPNW

 2/3/2023
Justin McGowan Date
Senior Director, Care Delivery
KPNW

 2/3/2023
Ismail Pekin Date
Employee & Labor Relations
KPNW