



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, 2005. 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

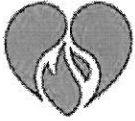
Any changes made pursuant to this agreement apply to the calculation of weekly overtime pay (over 40 hours in a work week), only. No premium pay, other than weekly overtime, will be affected by this agreement.

For Kaiser Permanente:

For the Union:

Cecilia Young 12/3/07
Date

Ch. Nune 12/3/07
Date



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
OFN

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

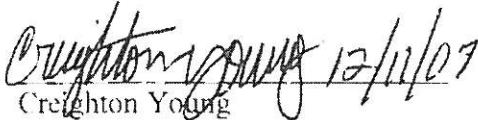
Addendum to Side Letter Agreement dated December 3, 2007


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
Senior Labor Relations Consultant


Alan Moore
Internal Organizer

Received

DEC 17 2007

OFNHP 5017

Representing Healthcare Professionals since 1979
AFT FNHP AFL-CIO