

NOV 14 2008

November 7, 2008

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

Re: LOA: Issues Left Unresolved from Professional Bargaining Unit
2005 Negotiations (Bargaining 2 ½)

Dear Ms. Geroux:

The following represents the mutually agreed upon resolutions to issues that remained unresolved following the Professional Bargaining Unit 2005 Negotiations.

I. Neurosurgery LOA

1. The Professional Bargaining Unit Salary Review Committee – Neurosurgery LOA dated 9/8/06 is renewed as follows:

At the September meeting of the Professional Bargaining Unit Salary Review Committee, the Committee endorsed an extra hour's differential for Neurosurgery NPs and PAs. It is the Committee's understanding that these employees perform extra work by assisting in the Operating Room on Saturdays, making weekend and evening post-surgery rounds, taking after hour's standby and call-back. Effective the pay period that includes January 1, 2007 these employees will be paid a differential of \$8.00 per hour, \$12.00 per hour on holidays.

2. Bullets following this paragraph in the original LOA are removed.
3. This LOA is renewed from May 1, 2008 for 1 year.

II. Professional Bargaining Unit Job Posting LOA

This LOA renews Appendix D, Letter of Agreement on Joint Decision Making, in the current Professional Bargaining Unit Contract for 1 year as of 9/5/08.

III Article 5, Differentials/Additional Compensation LOA

Effective August 5, 2008, the following amends Article 5, Differentials/Additional Compensation as it is written in the current contract:

D. Shift Differentials

1. **Differential Rates:** Employees eligible for an evening or night shift differential shall receive a shift differential for all hours paid.

Shift Differential Schedules: for the purposes of determining shift differential pay the following shall be the recognized shifts:

Day Shift: 0700-1500
Evening Shift: 1500-2300
Night Shift: 2300-0700

2. Effective 8/5/08, the following differentials above the employee's hourly equivalent rate of pay will apply:
 - a) Evenings: \$3.00 per hour
 - b) Nights: \$6.00 per hour.
3. Shift differential for employees will be in effect if a majority of hours of an employee's shift falls within the standard shift time, in which case the appropriate shift differential will be paid for the entire shift. If the hours worked fall equally between the two shifts, the employee will be paid at the higher differential.
4. Applicable shift differential pay shall be included in vacation, sick leave, funeral leave, holiday pay and overtime hours worked.

IV. Emergency Department Social Workers LOA

1. The four (4) ED Social Workers who lost the shift differential to which they were entitled when management changed their shift start time by 1 hour have that issue resolved by the above language in Article 5, Differentials/Additional Compensation LOA. They will receive retroactive pay from 9/1/07 until the date that the differential is restored.

V. Article 4 – Compensation/Pay Practices, Sections B.7 and B.8

1. Article 4, Section B. 7 and B.8 will be implemented according to the language in the 2005 Professional Bargaining Unit Agreement as soon as practicable.
2. ~~Section B.8 is amended to implement the 16 and 20 year step according to the language in the National Agreement Section 2: Wages and Benefits, 1. Across the Board Wage Increases (ATBS) and Special Adjustments:~~
 - v. For RN, NP, PA, CNM, extra steps will be established in the scale at 16 and 20 years at 3% intervals, effective 10/01/05.
2. Retro payments will be made within 30 days of this agreement. Retro eligible employees were those agreed to on 8/05/08.
3. ~~Employees eligible for retroactive pay at this time as a result of corrected step placement are those agreed to on 8/5/08.~~
4. ~~The parties agree to a joint audit of the Professional Bargaining Unit employees who may be eligible for the 14, 16 or 20 year longevity step to identify and assure that employees are being paid correctly and will be paid any retroactive pay to which they may be entitled.~~
3. The parties agree that if an ~~there were any~~ employee(s) overlooked during the KPNW and OFNHP bargaining process, either party may bring these individual situations to one another's attention and bargain a similar resolution.

AGREED:

For the Employer:

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

11.11.08

Date

For the Union:

Kathy Geroux
Kathy Geroux
Executive President
OFNHP 5017

11/17/08

Date

Employee:

Tavo Guthrie
Tavo Guthrie
President

11/25/08

Date