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2019 Coalition Bargaining

Coalition of Kaiser Permanente Unions

&

Kaiser Permanente

Tentative Agreements

_____, 2019

Chief Negotiators

Walter Allen

Dennis Dabney

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

1. GUARANTEED ACROSS-THE-BOARD WAGE INCREASES (ATBs)

ATBs will be effective on the first day of the pay period after October 1 in each year of the agreement.

REGION	2019	2020	2021	2022
Northern California, Southern California, and Northwest	3%	3%	3%	3%
Colorado, Hawaii, Mid-Atlantic States, and Washington	3%	2%	2%	2%

2. PERFORMANCE-BASED ATBs or LUMP SUM PAYOUTS

Effective the first pay period following October 1, 2020, 2021, and 2022, employees in Colorado, Hawaii, Mid-Atlantic, and Washington ("Regions") will receive 1% lump sums in each year of the Agreement. In the event that any of the Regions receiving a lump sum payout meet or exceed sustainability margin performance targets as specified below, their lump sums will be converted to ATBs. Performance that is moving the Region towards ultimate sustainability includes improving price position, generating the capital sufficient to invest, generating and maintaining sufficient reserves, and maintaining positive membership growth. Employees will not receive both a lump sum and an ATB.

The following schedule will be used:

PERFORMANCE BASED ATBs or LUMP SUM	2019	2020	2021	2022
Colorado, Hawaii, Mid-Atlantic States, and Washington	0%	1.0%	1.0%	1.0%

Sustainability Performance targets will be:


Region	Metric	2020	2021	2022
Colorado	Operating Margin	2.0%	2.5%	2.75%
Hawaii	Operating Margin	1.0%	1.5%	2.2%
Mid-Atlantic States	Operating Margin	1.75%	2.30%	2.75%
Washington	Operating Margin	1.0%	1.5%	2.2%

DLR
10-7-19

Agreed:

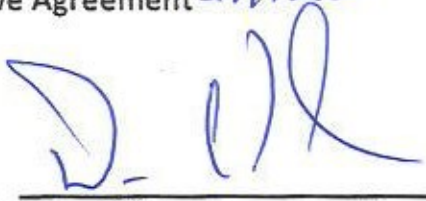
[Signature] 10/6/19

2019 Coalition Bargaining - Tentative Agreement - ^{ATRS}



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-1-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-1-19
Date

2019 Coalition Bargaining - Tentative Agreement

September 27, 2019

Side Letter Agreement

Kaiser Health Plan/Hospitals and Permanente Medical Groups ("Kaiser Permanente") & SEIU-
UHW West

The Parties agree to the following provisions with regard to the Performance Based ATBs or Lump Sum Payouts per Section XXX of the National Agreement:

1. Operating margin will be measured from July 1st of the prior year through June 30th of the current year and will be calculated without any exclusions.
2. Operating margin will be based on reported earnings as prepared by Kaiser Foundation Health Plan/Hospital and reviewed by a third-party CPA firm.
3. Status for each Region will be provided by Kaiser Foundation Health Plan/Hospital to the Coalition quarterly to assess progress toward meeting the performance-based ATB goal under this agreement.
4. Financial and proprietary information shared under this agreement will be kept strictly confidential and will be shared only with representatives of the Coalition and their local unions who have a need to see it in order to implement this agreement. All Coalition and union representatives will sign a nondisclosure agreement before seeing financial or proprietary information shared under this agreement.
5. Training will be provided by Region through programs designed by and coordinated between Kaiser Permanente and the Coalition to educate Coalition employees about the Region's sustainability and the performance criteria of this agreement.

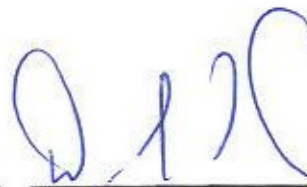
The path to sustainability includes (for information only):

Region	Metric	2020	2021	2022
Colorado	Rate Position	7%	10%	15%
Hawaii	Rate Position	3%	6%	9%
Mid-Atlantic States	Rate Position	7%	10%	15%
Washington	Rate Position	4%	8%	15%

Agreed:


Walter Allen

10-1-19
Date


Dennis Dabney

10-1-19
Date

2019 Coalition Bargaining - Tentative Agreement

Executive Director
Coalition of Kaiser
Permanente Unions

Senior Vice President
National Labor Relations, Kaiser
Permanente

2019 Coalition Coordinated Bargaining – Tentative Agreement

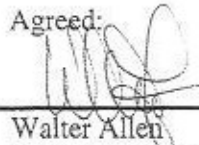
New Under 2.B.2.b Defined-Benefit Retirement Plan

Effective January 1, 2020, HNA and OPEIU L2 Unit groups whose plan provides for a 1.40% defined benefit multiplier will be changed to a 1.45% multiplier.

<u>HNA and OPEIU L 2</u>	<u>DB Multiplier</u>
Current	1.40%
Effective 1/1/20	1.45%

This provision will supersede any contrary local collective bargaining agreements.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-7-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-1-19
Date

IFPTE Local 20 Local Bargaining

PENDING

IFPTE Local 20 Home Health

Effective October 1, 2019, the parties agree to the following:

1. New hires and incumbent Home Health Therapists employed by Kaiser Foundation Hospitals ("KFH"), and represented by IFPTE Local 20, shall be covered by the same Retiree Medical Benefits that the rest of the Coalition of Kaiser Permanente Unions ("Coalition") agreed to in 2015.
2. Only Home Health Therapists that are currently employed by KFH and represented by IFPTE Local 20 will be covered by the same pension and defined contribution plan ("Hybrid Plan") by which they are currently covered until January 1, 2022. Employees hired after 1 November, 2019 shall be enrolled in KPEPP
3. Effective January 1, 2022, the Hybrid Plan shall expire, and KFH shall pay to employees covered by the Hybrid Plan a lump sum that is equivalent to the standard contribution under the Hybrid Plan through the remainder of September 30, 2023.
4. Upon expiration of the Hybrid Plan, presently incumbent Home Health Therapists shall be covered by the retirement plan covering Coalition Unions (KPEPP).
5. All Tentative Agreements reached and memorialized in an email, dated September 19, 2019, between Mark E. Hollibush and Michael Aidan will be honored and incorporated into the parties' collective bargaining agreement. In addition, the Employer agrees to accept Local 20's 6.17 Longevity Step proposal and Local 20's 6.07 Shift Differential proposal.

Agreed:

Michael Aidan Date
Assistant Executive
Director/
Sr. Union Representative of
Medical Professionals and
Optometry Units
IFPTE Local 20

Dennis Dabney Date
Senior Vice President

National Labor Relations, Kaiser
Permanente

2019 Coalition Bargaining – Tentative Agreement

Subcommittee: Economics

New Employee Orientation


In the interest of promoting the Labor Management Partnership, the Employer shall provide Coalition Unions access to new employee orientation (NEO) meetings to explain Union membership, the local Union contract, the National Agreement and the cooperative partnership relationship between the Coalition of Kaiser Permanente Unions and the Employer. The Union portion of NEO meetings shall be a minimum of one hour, with mandatory attendance by new employees. Employees changing from non-represented to represented may be invited to attend NEO meetings. The Employer shall provide Coalition Unions the date and times of NEO meetings at least one week in advance and shall provide the names of new bargaining unit employees attending NEO sessions at least two days in advance of the meeting. The Employer agrees to provide a positive image of the Union and Union representation and shall remain neutral with regard to Union membership. The Coalition Unions agree to present a positive image of the Employer.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-1-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-1-19
Date

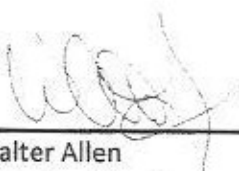
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Retiree Voluntary Pension Check Off

1. The Employer agrees to set up a method for Kaiser Permanente retirees who were covered by a Union collective bargaining agreement to voluntarily request membership dues for the Union be deducted from the Employee's monthly pension payments following proper distribution from the Employer's plan.
2. The deduction program will be created as soon as practicable with a goal of making it available for use commencing in January 2020. The Employer shall not unreasonably delay the implementation of the deduction.
3. To commence such deductions, a retiree must submit a signed written form to be mutually agreed upon by the Employer and the Union and acceptable to the recordkeeper and trustee for administration purposes.
4. The Union will hold the Employer harmless against any claim which may be made by any person by reason of the deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this provision.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

2019 Coalition Bargaining - Tentative Agreement


Subcommittee: Economics

Section 1.D.1.a: Joint Educational Trust Funding calculation:

For the duration of this agreement, the Parties agree that Joint Educational Trusts will be funded annually. The funding calculation will be determined by a 0.50 percentage of the gross annual payroll of Coalition-represented employees participating in each Trust as of December 31 of the preceding year. Funds will be transferred to each Trust annually according to the trust agreements.

The Employer shall contribute \$1 million to the Ben Hudnall Trust, provided however, that this obligation shall be concurrent with, and not cumulative of, its obligation to contribute to the Hudnall trust under other agreements. In addition, The Employer will contribute \$1 million annually to the SEIU Multi-Employer Trust. These contributions will be for the purpose of providing enhanced training benefits for employees in the redeployment process, in addition to those benefits provided by the EISA.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-7-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-7-19
Date

September 25, 2019

Memorandum of Understanding

Kaiser Health Plan/Hospitals and Permanente Medical Groups ("Kaiser Permanente") & the
Coalition of Kaiser Permanente Unions


The parties, having bargained in good faith and having raised all claims and issues with respect to the subjects contained herein, hereby agree:


1. Pursuant to Section 1.K.4, Kaiser Permanente has proposed a Recommendation regarding the national pharmacy storage and distribution network (the "Recommendation").
2. The parties agree that Kaiser Permanente will implement its Recommendation regarding the national pharmacy storage and distribution network.
3. The parties further agree that for the term of the National Agreement no employee shall lose any hours, base pay or benefits as a result of the implementation of Kaiser Permanente's Recommendation.
4. Employees whose positions are eliminated at the Downey and Oakland warehouses ("Affected Employees") will be offered the following:
 - a. Kaiser Permanente will offer retraining/reskilling opportunities to train Affected Employees to work another job for which they qualify without any loss of hours, base pay or benefits.
 - b. Kaiser Permanente will use its best efforts to make new positions available to Affected Employees at their current pay rate, without loss of any hours, subject to compliance with federal and California Equal Pay Act requirements.
 - c. Kaiser Permanente will give Affected Employees preference for open positions subject to applicable legal and contractual requirements.
 - d. Kaiser Permanente may offer Affected Employees a voluntary severance package or retirement if eligible.
 - e. Through September 30, 2023, Affected Employees will cooperate in retraining or reskilling opportunities offered by Kaiser Permanente and will not unreasonably refuse placement into another job for which they qualify; provided that employees (1) will not lose any hours, base pay or benefits due to the implementation of the Recommendation, and (2) will be offered placement in another job that is within a reasonable geographic area of the previous facility or the employee's residence.

5. Disputes arising under this Agreement shall be resolved by expedited arbitration, David Weinberg Arbitrator.
6. SEIU-UHW will drop all pending grievances and unfair labor practice charges relating to the Initiative.

This is the full and complete agreement of the Parties on the subjects contained herein. Any changes to this agreement shall be in writing signed by the Party to be affected.

Agreed:


_____ 9-25-19
Date
Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions


_____ 9-25-19
Date
Dennis Dabney
Senior Vice President
National labor Relations, Kaiser
Permanente

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Side Letter re Subcontracting

This Agreement is entered into by and between the Coalition of Kaiser Permanente Unions and the signatory Kaiser Permanente entities (KP) (together, the Parties), effective upon ratification.

Section 1. Definitions

- a. **Subcontracting.** Subcontracting is defined as the use of a third party to perform bargaining unit work that is currently performed by existing Coalition represented employees within a Kaiser campus or facility.
- b. **Outsourcing.** Outsourcing is defined as the use of a third party to perform work that would no longer be provided within a Kaiser Permanente campus or facility.
- c. **Insourcing.** Internalizing work that was previously performed in the bargaining unit, or which is Union eligible, that has been outsourced, to be performed by bargaining unit employees.
- d. **Costs.** Capital expenditures, equipment, supplies and FTE efficiencies, but excluding the cost of wages and benefits.

Section 2. Subcontracting

a. During the term of this Agreement, Kaiser Permanente will not subcontract existing jobs and functions currently performed by Coalition represented employees at any Kaiser Permanente campus or facility. This limitation does not apply to jobs or functions that are already being performed by a third party at the time of this Agreement.

b. In addition, this limitation applies to the following categories, regardless of whether work is performed at Kaiser Permanente campus or facility:

2019 Coalition Bargaining - Tentative Agreement

1. Revenue Cycle functions, including but not limited to Medical Records, Medical Coding, and Patient Billing; Call Centers;
2. Virtual Visits, including those performed by LVNs and MAs;
3. Laboratory;
4. Home Health; and
5. Pharmacy.

c. During the term of this Agreement, the parties agree to work together to achieve sufficient improvements in the process, efficiency, quality and productivity of Kaiser Permanente's departments as to negate the need for subcontracting, and to maintain that level of performance thereafter.

Section 3. Outsourcing

The parties also recognize that changes in technology, regulation, rapid development and escalation in business systems, processes, risk, and new and undefined competitors may give rise to Kaiser Permanente reconsidering the way some work is done. In circumstances not involving the categories in Section 2(b) above, Kaiser Permanente may choose to pursue outsourcing. The criteria below will be used by Kaiser Permanente to determine whether the presumption against outsourcing has been overcome. In applying these criteria, Kaiser Permanente may consider costs, defined as Capital expenditures, equipment, supplies and FTE efficiencies, but excluding the cost of wages and benefits.

1. The market, consumer demand, or Kaiser Permanente's ability to compete requires that it gain access to a level of capabilities that cannot be developed or maintained in house;
2. Kaiser Permanente's current method of performing work is no longer competitive and it cannot make it competitive;
3. There is a significant business need to free internal resources for other purposes/priorities;
4. Outsourcing would enable Kaiser Permanente to improve its focus on its core business;
5. Management of security, compliance, or other significant risk requires that an outside vendor manage a function;
6. Outsourcing would strengthen the company as a whole.

Consistent with the parties' previous agreements, the parties also will consider the possibility of insourcing work that has previously been outsourced.

2019 Coalition Bargaining - Tentative Agreement

For the term of this Agreement, this Agreement shall replace the July 15, 2005 Memorandum of Understanding regarding Sub-Contracting.

Section 4. Committee on Involving Technology, Innovation, Automation and Competitive Forces.

The parties recognize that the rapid changes occurring in technology, automation, and innovations are redefining work, business systems, processes, risk and in many instances how work is being done and introducing new competitors into the market. These developments create opportunities which should be embraced and not feared. Looking forward there is the opportunity for the parties to prepare their workforce and members for these future opportunities. In this regard the parties agree to work toward building and ensuring the Kaiser Permanente workforce has the skills needed to lead and thrive as participants of the workforce of the future. By doing so the parties seek to:

- Minimize job loss;
- Ensure that the current and future workforce is prepared to provide high quality, culturally competent, technically sound care and service;
- Ensure the use of technology and innovation serves as an adjunct to the human judgment and compassionate care to KP members;
- Ensure that Kaiser Permanente is looking forward at developments, projecting changes and defining the role of Kaiser Permanente employees and the Coalition members in the evolving care system and workplace.

The mandate of the committee is to strategically plan, anticipate changes in work due to disruptions and formulate plans to prepare and develop the Kaiser Permanente workforce for the future. The committee will be charged with understanding competitive forces, communicating and developing solutions that seek to address the challenges, pressures and emerging trends that will affect the composition of the workforce in the future. The work of the committee should include understanding the future implications of technology and competitive threats as they pertain to issues or functions related to Sections 2 and 3 above.

The committee should begin meeting in early 2020 and shall issue no less than an annual report each year of this agreement starting in October 1, 2020. The expectation is that the reports of the Committee will be submitted to top level leaders of Kaiser Permanente and the Coalition unions for their consideration.

2019 Coalition Bargaining - Tentative Agreement

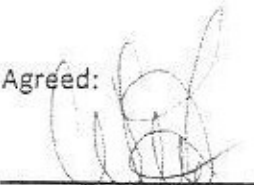
Section 5: Dispute Resolution.

Disputes arising under this Agreement shall be resolved under the 1.L.2 Partnership Review Process of the National Agreement.

Section 6: Duration.

This Agreement shall expire at midnight on September 15, 2023 and have no further force or effect thereafter, and Exhibit 1.K.4 shall resume in effect. Upon its expiration, the Parties will review and assess the results of this Agreement for purposes of informing any further agreements they may wish to craft with regard to this subject.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

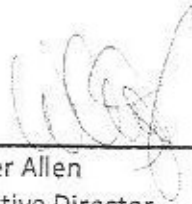
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Section 1.B.3: Partnership Trust contributions:

The Employer will contribute to the KP - Coalition Partnership Trust Fund at the rate of \$6 million annually, prorated for 2019 from the effective date of this Agreement. An amount equal to nine cents per hour per employee will be contributed to the Partnership Trust throughout the term of this agreement, consistent across the Program.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

2019 Coalition Bargaining - Tentative Agreement

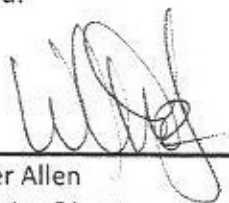
Subcommittee: Economics

Resolution of Disputes/ Withdrawal, Dismissal of Grievances, ULP Charges, Lawsuit(s)

The Parties acknowledge and agree that they have resolved all disputes between and among them related to these negotiations, bargaining topics, the bargaining process and related events. Accordingly, upon ratification of the 2019 National Agreement, the Parties agree that SEIU-United Healthcare Workers-West shall dismiss with prejudice the lawsuit filed in Alameda Superior Court, titled *Service Employees International Union-United Healthcare Workers West v. City of Oakland*, Case No. RG19033475. In addition, upon ratification of the 2019 National Agreement, Kaiser Permanente and the Coalition of Kaiser Permanente Unions (CKPU) will jointly request dismissal of the Complaint in NLRB Case No. 32-CA-220268, and the parties, including Coalition unions, shall immediately withdraw any and all grievances and Unfair Labor Practice charges related in any manner to said disputes. These include, but are not limited to the following Unfair Labor Practice charges filed with the NLRB:

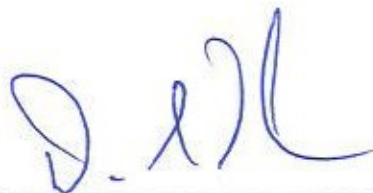
- 32-CA-239513 (CKPU)
- 19-CA-244471 (SEIU Local 49)
- 19-CA-246885 (SEIU Local 49)
- 19-CA-247084 (SEIU Local 49)
- 32-CA-234600 (SEIU-UHW)
- 32-CA-246145 (SEIU-UHW)
- 32-CA-246152 (SEIU-UHW)
- Employer grievances related to strike votes.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-1-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-1-19
Date

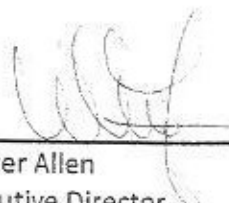
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Total Health – Elimination of THIP

The Parties agree to eliminate in their entirety Section 1.H.2.d., "Total Health Incentive Plan," and Exhibit 1.H.2.d., "Total Health Incentive Program," along with any and all references to the THIP.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Section 1.F.3, Revised Contract Specialists

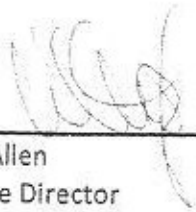

Paragraph 2, first sentence:

Each Coalition bargaining unit will be allocated a minimum of one full-time equivalent (FTE) Contract Specialist, or portion thereof, for every 1,200 bargaining unit employees. In each region, each Coalition International Union will apply the 1:1,200 ratio to its total membership to determine the number of Contract Specialists.

Last sentence:

Local unions that currently have liaison positions exceeding the 1:1,200 ratio cited above will maintain their current FTE ratio.

Agreed:

	9-25-19		9-25-19
_____ Walter Allen Executive Director Coalition of Kaiser Permanente Unions	Date	_____ Dennis Dabney Senior Vice President National Labor Relations, Kaiser Permanente	Date


2019 Coalition Bargaining - Tentative Agreement

Subcommittee:


Duration and Renewal

1. The effective date of this National Agreement shall be October 1, 2019, and it shall continue in effect through September 30, 2023.
2. The expiration date of each Local Agreement that adopts this National Agreement as an addendum shall be extended by 4 years.
3. The duration provisions of each Local Agreement that adopts this National Agreement shall incorporate the extended expiration date.
4. In the event, the National Agreement is not renewed or there is no successor National Agreement, Local Agreements that expire on or before December 29, 2023 will be open for contract negotiations immediately.
5. Employees covered by Local Agreements in Northern and Southern California regions identified in Exhibit 3.D that expire between December 30, 2023 and January 31, 2025 (Group 3) will receive a wage increase to be determined pursuant to agreement of the local parties. The process for determining these increases will be conducted on a staggered basis between October 1, 2023, and April 1, 2024. The schedule for determining these increases will be established on a national basis no later than April 1, 2023. Local Agreements will be open for contract negotiations based upon their expiration date.
6. All provisions of this Agreement shall expire at midnight of September 30, 2023, except for wages, performance sharing opportunities and benefits, identified in the provisions of this agreement. Those excepted provisions shall continue in effect until the expiration dates of the relevant Local Agreements.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions
9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente
9-25-19
Date

2019 Coalition Coordinated Bargaining – Tentative Agreement

Sec 2(A) 2: Performance Sharing

(p.56... "or other mutual agreeable factors."...)

The Parties jointly recognize that appropriate attendance is essential to the proper functioning of Kaiser Permanente as a healthcare provider from both a caregiving and financial sustainability perspective. As such, the Parties dedicate themselves, over the life of this Agreement, to undertake a sustained, joint effort designed to improve attendance, review and potentially modify attendance related policies and generally seek affirmative solutions which account for the legitimate perspectives of both labor and management.


Beginning in calendar year 2020, for PSP Bonuses to be paid in 2021 and beyond, the Parties agree that a concerted effort will be made, through an ongoing campaign that will be jointly planned, implemented, and executed through all applicable structures of the LMP to improve attendance by 2%, per calendar year, for the duration of this Agreement. The goal of the 2% annual improvement shall apply to all forms of leave available to KP employees, except vacation, and shall be measured in aggregate, by region, to determine if the goal is met.

Additionally, the Parties agree that attendance will comprise a 25% portion of each region's overall criteria for determining its Performance Sharing Program for each calendar year. The joint creation and submission of an annual action plan, by Kaiser Permanente and the CKPU, for each region, will serve as an Attendance "gate" and count for satisfying two-fifths (10%) of the Attendance portion (25%) of the annual PSP calculation. The expectation of the parties is that the joint attendance plans shall be completed no later than December 31 for the upcoming calendar year. The remaining three-fifths (15%) of the Attendance portion (25%) will be dependent on achievement of the 2% improvement goal, by region, on an annual basis.

The parties further agree to jointly develop strategies to:

1. improve the ability of employees to utilize accrued vacation days;
2. review on-call policies including replacement availability;
3. review mutually agreed upon Attendance Expectations and Guidelines;
4. Explore expanding flexibility through shift trades and make-up time;
5. Consider monthly documented attendance review for all employees;
6. Consider the benefits of increasing cash out conversion and HRA conversions for unused sick days

The parties also agree to jointly create an education campaign that focuses on the direct interaction of employees in an effort to improve attendance.

Agreed: 

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-1-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-7-19
Date

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Discretionary Retail Prescription

Addition at the end of Section 2.B.1.b Basic Comprehensive Plan

Through December 31, 2020, the existing medical plan structure remains in effect. The parties will work together in partnership throughout 2020 on an educational campaign to help employees understand how the mail order prescription program works. Effective January 1, 2021, the parties agree that the prescription drug provisions for all active medical plans remain in effect except:

- All discretionary retail pharmacy co-pays less than \$10 will increase to \$10. There will be no increase to co-pays for mail order prescriptions. There will be no increase to co-pays for first time prescriptions. There will be no increase to co-pays for in-person prescriptions for drugs not available via mail order.
- There will be no decrease in the amount of days the prescription is for.
- All mail order co-pays shall remain the same and in no event more than \$5.
- ACA mandated medication remains at no charge.

During 2021, if less than 30% of prescription drugs for all active Coalition employee medical plans are dispensed through mail order, then effective July 1, 2022, in accordance with exceptions described herein, all discretionary retail pharmacy co-pays less than \$15 will increase to \$15.


During 2022, if less than 40% of prescription drugs for all active Coalition employee medical plans are dispensed through mail order, then effective July 1, 2023, in accordance with exceptions described herein, all discretionary retail pharmacy co-pays less than \$20 will increase to \$20.

The parties will meet quarterly to review utilization numbers and discuss improvements to the education effort.

Discretionary retail prescription does not apply to in-person co-pays for first time prescriptions or in-person prescriptions where the employee is otherwise unable to access the prescription through mail order.

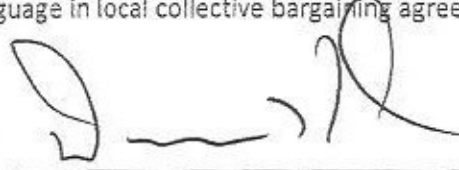
This section will supersede any contrary language in local collective bargaining agreements.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

7-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

2019 Coalition Bargaining - Tentative Agreement


Subcommittee: Economics

Elimination of Two-Year Experience Requirement for Incumbent Employee Promotions

The Parties agree that the present practice of requiring incumbent employees, who upgrade their skills and are seeking promotional opportunities within Kaiser Permanente, to have between one and two years, or more, of actual work experience as an employee in the classification that represents a promotional opportunity, frequently results in capable, incumbent employees failing to achieve promotional opportunities or leaving KP altogether. Since the Parties desire to have promotional opportunities filled by qualified, incumbent employees we agree that the following provisions shall apply exclusively to incumbent employees, who otherwise lack the specified work experience and who successfully bid and are placed into positions, which represent promotional opportunities in the classifications contained in Appendix XX.


1. Incumbent employees who successfully acquire the needed certification, license or other applicable credential shall be deemed qualified to be hired for a position irrespective of the experience requirements which apply to external candidates;
2. Successful applicants shall be placed at the Step 1 rate in a given classification with experience requirements of less than one year for external applicants;
3. Successful applicants shall be placed at the Step 1 rate, less 5%, in a given classification with experience requirements between one and two years for external candidates and shall move to the Step 2 rate upon successful completion of one year of employment in the new position;
4. Successful applicants shall be placed at the Step 1 rate, less 10%, in a given classification with experience requirements of two years or more for external candidates and shall move to the Step 2 rate, less 5%, upon successful completion of one year of employment in the new position and shall then move to the Step 3 rate upon successful completion of two years of employment in the new position;
5. In no case shall a successful applicant receive a pay reduction as a result of being placed into a position. If an applicant's current rate is greater than the rate for the position that the applicant successfully bids and is placed into, then the applicant's rate shall be red-circled, until the scale exceeds their rate.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

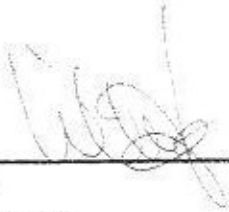

2019 Coalition Bargaining - Tentative Agreement

Subgroup: Economics

Section 1. D. 3. c. - paragraph 5, Tuition Reimbursement

Of the overall total annual reimbursement, represented employees may submit up to **seven hundred fifty dollars (\$750)**, effective **January 1, 2020**, for travel, room/lodging expenses (excluding meals) for courses, workshops, seminars, professional conferences, educational meetings and special events taken/ attended for continuing education (i.e., CEU,PDU,CME, contract hours) in order to advance skills and obtain or maintain position -required licensure, or certification, provided they are taken at an accredited institution, professional society or governmental agency. This shall include obtaining required licensure for a position.

Agreed:

 _____	9-25-19 Date	 _____	9-25-19 Date
Walter Allen Executive Director Coalition of Kaiser Permanente Unions		Dennis Dabney Senior Vice President National Labor Relations, Kaiser Permanente	

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

1.L.2. Revision

REPLACE CURRENT 1.L.2. WITH THE FOLLOWING:

2. PARTNERSHIP AGREEMENT REVIEW PROCESS

After sharing information and fully discussing and exchanging ideas and fully considering all views about issues of interest and concern to the parties, decisions should be reached that are satisfactory to all.

It is in the interest of both parties to have an expedited process for resolving issues raised in the 1.L.2 process. The parties will work in good faith to ensure that all issues raised in this process are resolved within 120 days. In order to ensure timely resolution to issues addressed in this format either party may advance the issue to the next step 30 days after its referral with the accompanying documentation.

It is understood that the parties may not always agree. When there is disagreement at the facility level which arises out of the interpretation and/or implementation of Section 1, representatives from labor and management who are immediately affected will meet and use interest-based problem solving and issue resolution skills and techniques to attempt to reach a consensus decision. If any party believes the issue cannot be resolved, then either party may refer the issue to the local LMP Council or equivalent. The referral shall include a completed Issue Resolution Form attached as National Agreement Exhibit 1.L.2.

The local LMP council will designate representatives to explore common interests and further options in an attempt to reach a consensus decision no later than 30 calendar days following its referral. If it cannot be resolved at the local level within 30 days of referral to the local LMP council, either party may refer the issue to the regional LMP council or equivalent, the designated representatives shall draft a short summary of the issue, common interests and solutions it considered.

The regional LMP council will designate representatives to further explore common interests and options and attempt to resolve the issue no later than 30 calendar days following its referral. If the regional LMP council is unable to reach a consensus decision within 30 days of referral to the regional LMP council, it shall prepare a short summary of the issue and its efforts to resolve the matter. Any joint resolutions reached at the local (e.g., department or facility) level or regional level will be nonprecedential in interpreting or applying the National Agreement.

If the issue arises at a regional level, it may be brought directly to the regional LMP council. It is also understood that as new structures are established to reflect the evolution of Kaiser Permanente, including, for example, structures for Partnership in national functions and shared services, those structures may replace the regional LMP council where appropriate in this process.



If the parties are unable to reach consensus, either party may refer the matter to the National LMP Co-chairs. The referral shall include a completed Issue Resolution form. The National LMP Co-Chairs shall appoint a labor management fact-finding team to investigate the matter and attempt to mediate the

2019 Coalition Bargaining - Tentative Agreement

issue. If the parties are still unable to reach consensus, the labor-management team shall prepare a written report summarizing the key issues, within 30 days of referral to the National LMP Co-chairs.

If the issue remains unresolved after 30 days from referral to the National LMP Co-chairs, either Kaiser Permanente or the Coalition may request the appointment of a national panel to address the issue. The National LMP Co-chairs shall appoint a national panel comprised of two union and two management members, provided, however, the National LMP Co-chairs may reduce the number of management and union panelists to one each by agreement, along with a predetermined neutral designee selected by the National LMP Co-chairs. The panel will be designated immediately upon receiving a request. The panel will meet, confer and ultimately craft a solution within 30 days, unless the time is extended by mutual agreement. It is the responsibility of the neutral designee to ensure a final resolution to the issue is crafted. In order to assure the ability for the panel to meet and craft a solution within 30 days the parties will schedule quarterly dates with the neutral designee. The resolution will be final and binding on all parties. Panel members should be selected who are not vested in the substance of the disagreement. Questions involving interpretation of the National Agreement may also be submitted to this review process by national parties. An Issue Resolution Form to be used in conjunction with the above process can be found in Exhibit 1.L.2.

Agreed:

	
9-26-19	9-25-19
_____	_____
Walter Allen	Dennis Dabney
Executive Director	Senior Vice President
Coalition of Kaiser	National Labor Relations, Kaiser
Permanente Unions	Permanente

Subgroup: Labor Management Partnership

Deliverable 1: LMP Education and Training

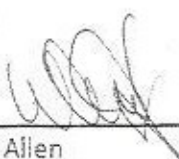
A full review of LMP education and training materials and other planning by a designated working group (including earlier IR-SC work, with appropriate representation).

- Aligning the LMP education and training to improve operational performance outcomes (ensuring that the Partnership is focused on a core group of high priority organizational and mutually agreed upon strategic objectives – the value compass), as well as educating people on the history and function of the Partnership (including mutual obligations and reciprocal responsibilities).
- Consistent, system-wide delivery of the revised materials (coming from the above review).
- Include LMPO in new hire on-boarding process for the workforce and managers (new to the partnership), in a defined time frame.
- Expanding the cadre of people capable of delivering the training – long-term sustainability.
- Bring in subject matter experts on education and training as appropriate.
- Link to existing metrics, such as the People Pulse, as well as a review of P3 process, and progress on the high priority metrics as measures of success (not just measures of the number of people trained but actual gains in how the organization operates)
- Identifying the proper stakeholders to ensure completion and results at all levels.

The following additional considerations are relevant for implementations

- Expanding the cadre of people capable of delivering the training – long-term sustainability.
- Bring in subject matter experts on education and training as appropriate.
- Link to existing metrics, such as the People Pulse, as well as a review of P3 process, and progress on the high priority metrics as measures of success (not just measures of the number of people trained but actual gains in how the organization operates).
- Identifying the proper stakeholders to ensure completion and results at all levels.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10/1/19
Date

 10-7-19

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente
Date

Subgroup: Labor Management Partnership

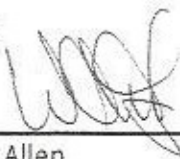
Deliverable 2: Issue Resolution Process

- Specification of initial resolution (section 1) close to the source within 30 days of the written file (with option to extend by mutual agreement) or movement to a higher-level forum if not resolved.
- A standing agenda item in next appropriate LMP forum with relevant stakeholders to address issues not resolved.
- Appeal to the LMP Council with a standing agenda item on open issues still not resolved.
- Appeal from the LMP Council to the national level with timeliness specified.
- A process for handling situations where there is not complete agreement at each stage – for timely resolution so that operations can move forward, and the issue be resolved.
- Training for supervisors and stewards in the problem-solving/issue resolution process, including existing modules for root cause analysis and problem-solving skills (including review and adjustment as needed of forms used).

The following additional considerations are relevant for implementations

- Recognition of root causes on some issues, such as staffing/backfill, may not be always resolved close to the source, but the timeliness still ensures attention to the issues; also, recognition that current staffing arrangements are thrown off by attendance issues and other matters and a need for better understanding how staffing budgets happen.
- Recognition that issues involving the Coalition members should be resolved with Coalition representatives.
- Recognition that some issues may begin at a higher-level forum in the process (based on the issue).

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-1-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-1-19
Date

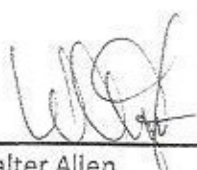
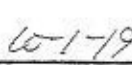

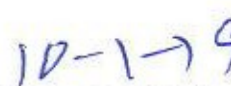
Subgroup: Labor Management Partnership

Deliverable 3: World Class Partnership Revitalization Communication

- An intensive 6-12 month jointly developed and delivered education campaign (format such as town halls and fairs), following ratification, with sufficient joint resources, on new partnership agreements, acknowledging the need for Partnership revitalization and a focus on a critical few organizational or mutually agreed upon priorities (value compass) -- a new day for the partnership.

Outcome goals include: Reorient everyone (labor and management); People appreciate the history and journey to a new partnership; Orient people achieving progress on the critical few priorities – as illustrated by the value compass and; Set the stage for other parts of the agreement.

Agreed:

			
_____ Walter Allen Executive Director Coalition of Kaiser Permanente Unions	Date	_____ Dennis Dabney Senior Vice President National Labor Relations, Kaiser Permanente	Date

Subgroup: Labor Management Partnership

Deliverable 4: Partnership Structure and Operations

- Develop a roster of LMP forums, including contacts, roles, and responsibilities, which will be updated and maintained by the respective parties.
- All regional LMP Councils will move from a recommendation body to an oversight and leadership body by taking the following steps such as creating action plans to increase accountability for P2P, P3, and education and training (including report out from local LMP Councils to Regional LMP Councils on performance). Regional LMP Councils will incorporate these principles into their charters.
- Ensuring there is an appropriate cadre of labor and management people able to deliver training and lead partnership activities.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-1-19

Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-1-19

Date

Subgroup: Workforce of the Future

Deliverable 1: Remove barriers for current KP employees to move into new/open/lateral and advanced positions prior to outside applicants (experience requirements & clinically unnecessary education requirements).



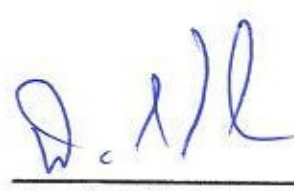
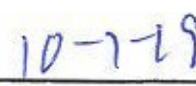
The LMP Executive Committee will oversee the process to develop an evaluation of the membership, objectives, and the results of the national, regional, and facility workforce planning and development teams. The gaps and barriers identified as part of the evaluation will be addressed.

The Workforce Planning and Development committees at all levels shall identify and remove barriers and enforce the language in the National Agreement on pages: 26-27 and __. If they are unable to remove the barriers, it will be escalated to the regional LMP Executive Committee and/or the National LMP Executive Committee.

Maintain existing or create regional joint labor-management committees to review and evaluate new and current job descriptions consistent with the process outlined in section 1.K.5 in the National Agreement or modified by mutual consent. Responsibilities would include, but not be limited to, the consideration of the deletion of unnecessary experience and/or qualifications for job requirements; jointly develop tools and processes to evaluate experience requirements and the equivalency process by set dates; and the creation of training or be willing to train on existing positions to help with the experience requirement barrier.

The following additional considerations are relevant for implementation: Membership clarification of the Workforce Planning Development team, including labor representation; Clarity on goals, reporting structure and accountability; Timelines and Data and documentation transparency.

Agreed:

			
_____ Walter Allen Executive Director Coalition of Kaiser Permanente Unions	Date	_____ Dennis Dabney Senior Vice President National Labor Relations, Kaiser Permanente	Date

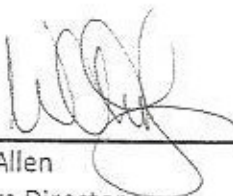
Subgroup: Workforce of the Future

Deliverable 2: Explore new ways to partner on education and training for forecasted workforce needs that cannot be met by the incumbent workforce; apprenticeships, recruitment, training, funding and new program development.

Utilize the Workforce Planning and Development Committees at the local, regional and national levels to support career development and work to address the following:

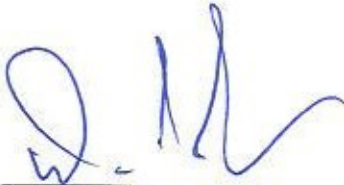
- Create job shadowing programs, paid apprenticeship and internship programs for identified hard to fill positions
- Develop structured department orientation process
- Utilize Leads or paid preceptors, etc., where appropriate
- Allow classifications to advance in career ladder
- Jointly create a process to identify and forecast Jobs of the Future and identify Hard to Fill Positions

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10/1/19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

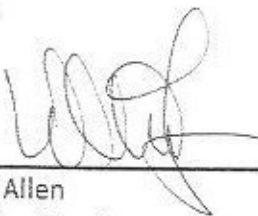
10-7-19
Date

Subgroup: Operational Effectiveness & Quality Care Delivery

Deliverable 1: Forecast and outline the care needs of patients for the future.


Convene a national oversight committee, comprised of Senior Leadership and Union Leadership within CKPU, to identify barriers to be removed to consistently implement the current language in the National Agreement Sections 1.F.1 and 1.F.2. and Exhibit 1.F. This committee shall meet within 90 days after ratification and have deliverables and conclude within 1 year or extend by mutual agreement. The committee will define a framework for regional implementation and work on issues related to the use of current and relevant data.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-7-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-7-19
Date

2019 Coalition Bargaining - Tentative Agreement

The 501(c)(3) will partner with various educational and training partners, as determined by the entity's Board of Directors.


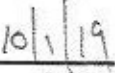

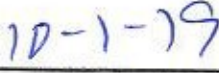
Kaiser will make contribution(s) in the total aggregate amount of \$130,000,000.00 to the 501(c)(3) over the life of this National Agreement. Kaiser may make these contributions in installments. In any event, Kaiser agrees to make either a \$32.5 million annual contribution or a single lump sum contribution on or before January 1, 2020. If Kaiser chooses to make an annual contribution, then the contributions will be made on the following schedule:

1. First contribution on or before January 1, 2020;
2. Second contribution on or before September 29, 2021;
3. Third contribution on or before September 29, 2022; and
4. Final contribution on or before September 29, 2023.

If the entity does not receive its tax-exempt status by the initial funding date, then Kaiser shall make its contribution to a mutually agreeable fiscal sponsor. The parties will work together to jointly gain additional employer participants and contributions and set benchmarks toward that end.

Kaiser will not be obligated to contribute further to the 501(c)(3).

Agreed:

			
_____ Dave Regan President SEIU United Healthcare Workers-West	Date	_____ Dennis Dabney Senior Vice President National Labor Relations, Kaiser Permanente	Date

2019 Coalition Coordinated Bargaining – Tentative Agreement

Subgroup: Economics

New Under Section 2.B.3.f Revised Dental Benefits

OPEIU Local 30 Taft-Hartley Dental – Effective October 1, 2015, the Employer contribution to the Local 30 Dental Fund shall be as follows:

10-1-15	10-1-16	10-1-17
\$93.20	\$96.00	\$98.88

Effective January 1, 2021, the Employer contribution to the Local 30 Dental Fund shall be as follows:


1-1-2021	1-1-2022	1-1-2023
\$101.85	\$104.90	\$108.05

This provision will supersede any contrary local collective bargaining agreements.

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

2-25-19
Date


Dennis Dabney
Senior Vice President
National labor Relations, Kaiser
Permanente

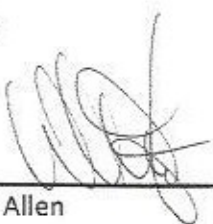
2-25-19
Date

Subcommittee: Economics

Memoranda of Agreement

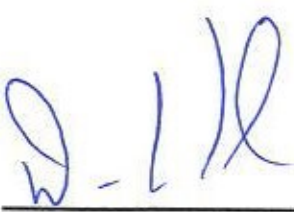
All Memoranda of Agreement, Letters of Understanding, or Side Letters between the Employer and the local unions will remain in full force and effect throughout the term of this Agreement.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-6-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-7-19
Date

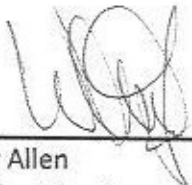
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

The following is a tentative agreement, subject to approval as part of an overall tentative agreement in 2019 National Bargaining:


- 1) Members of the LMP, including KP and all individual local unions with the CKPU, shall not pursue, sponsor or support legislation or ballot initiatives, which are specifically targeted at and the primary purpose of which is to harm a member of the other party.
- 2) Members of the LMP agree to follow the spirit and intent of the National Agreement, and where disputes arise, the parties will follow the Section 1.L.2 resolution process.
- 3) Kaiser Permanente and the Coalition agree to work together to make the current Section 1.L.2 dispute resolution process more effective and timely in the resolution of disputes concerning Section 1 of the National Agreement. KP and the Coalition will identify specific changes to the administration of 1.L.2 toward this end.
- 4) Kaiser Permanente and the Coalition agree that in the accretion of newly represented groups the expectation is that in the normal circumstances the new represented unit will convert to the existing contractual provisions, including all economic provisions. In the absence of agreement, outstanding issues will be referred to expedited binding interest arbitration.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-7-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-7-19
Date

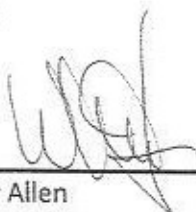
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Savings or Severability Clause


If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable, enforced or performed except to the extent permitted by law. Both parties agree to construe any provision held to be contrary to law as closely as legally possible to its originally bargained purpose, and to agree on a revised provision that mirrors such purpose. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

10-7-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

10-7-19
Date



LOCAL TENTATIVE AGREEMENTS

KAISER FOUNDATION HEALTH PLAN

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,

LOCAL 30

2019 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

KAISER FOUNDATION HEALTH PLAN

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
Local 30

2019 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE



600 ARTICLE 6 - GENERAL PROVISIONS

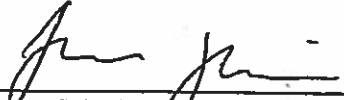
612 Section 4 - On-Call Employees

- 613 An on-call employee is defined as an employee that consistently works less than forty (40) hours per pay period or who works as a replacement on an intermittent basis. The Employer, where feasible, will establish an on-call system. Scheduled on-call shifts must match employer projected needs at least 75% of the time.
- 614 Health Plan and Dental Plan coverages and designated holiday benefits are not extended to on-call employees. On-call employees shall accrue credit for step increases on the same pro rata basis as for part-time employees. However, an on-call employee working on a designated holiday shall be paid the premium rate for all hours worked on the holiday (one and one-half (1 ½) times regular rate - no holiday allowance).
- 615 In lieu of the aforementioned benefits, an on-call employee shall receive a seventy cents (\$0.70) per hour wage additive for each hour she/he works.
- 616 On-call employees who work twenty (20) or more hours per week or forty (40) hours per pay period for four (4) consecutive months shall have their status changed to Irregularly Scheduled Part-time in order to accrue eligibility for Vacation or Sick Leave, health plan coverage, dental plan coverage and designated holiday benefits. When such an employee's status is changed, the employee shall be required to become a member of the Union.
- 617 On -call employees whose status is changed to Irregularly Scheduled Part-time for eligibility of benefits will not receive the on- call wage differential.

INTENT OR APPLICATION:

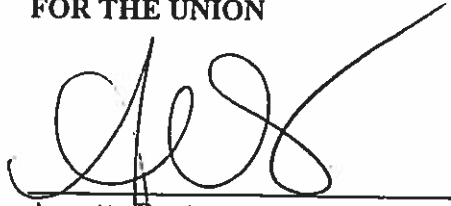
Added language noting that scheduled on call shifts must match employer projected needs at least 75% of the time.

FOR THE EMPLOYER

 7/3/19

Teresa Marinkovich
Sr. Labor Relations Representative

FOR THE UNION



Annette Baxter
Director of Member Services

✓

**KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
Local 30**

2019 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

600 ARTICLE 6 - GENERAL PROVISIONS

Section 6 - Temporary Employees

622 A temporary employee is one who is hired for an interim period of three (3) months or less.

623 All persons hired to replace employees who are on a leave of absence are to be considered temporary and shall be so advised and shall be informed of the approximate date the regular employee is expected to return from leave and whenever possible these employees shall be given two (2) weeks notice of termination.

624 Vacation and Sick Leave, health plan coverage, dental plan coverage and designated holiday benefits are not extended to employees in a temporary status. However, such employees who work on a designated holiday shall be paid at the premium rate for hours worked on the designated holiday (one and one-half (1 ½) times regular rate - no holiday allowance).

625 Management will notify the Union of the name of the replacement employee, the name of the employee on leave, the duration of their leave, their classification and their department on a quarterly basis. A temporary employee who works beyond twelve (12) months shall automatically become a regular employee pursuant to Article 6.

626. Management will provide the Union a list of agency workers, who are working in a Union classification, on a quarterly basis.

INTENT OR APPLICATION: Management will notify the Union of the replacement for an employee on a leave of absence, to include information listed on Article 625. Management will also provide a list of agency workers.

FOR THE EMPLOYER

FOR THE UNION



Teresa Marinkovich
Sr. Labor Relations Representative

7/3/19



~~Marianne Giordano~~ Annette Baxter
President Director of Membership



KAISER FOUNDATION HEALTH PLAN
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
Local 30
2019 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Temporary Force Reduction

719 In the event employees within a classification are not required to work a particular shift and/or area, employees will be directed not to work in order of reverse seniority and in the following order:

1. Registry/Agency Employees
2. Temporary Employees
3. Employees on Premium Hours
4. Voluntary Kaiser Time Off (VKTO)
5. On-call
6. Irregularly scheduled Part-Time employees
7. Reduced Part Time to minimum hours
8. KTO

NO change

A. After 1 through 7 above have been applied, seniority of fifteen (15) years in the classifications of Hospital Unit Coordinator and Respiratory Care Practitioner with the Local 30 Bargaining Unit will exempt full-time/part-time (non- overtime) employees from the rotation of KTOs. Employees with less than fifteen (15) years of Bargaining Unit seniority (full-time/part-time non-overtime) that are affected by KTOs will be rotated as follows: A. Seniority lists will be prepared for each department and shift.

B. The following KTOs will apply to the Hospital Unit Coordinators on a shift basis throughout the entire Department of Nursing, and to Respiratory Care Practitioners at the Hospital; rotation will be within the classification beginning with the least senior employee first.

C. KTOs will be rotated beginning with the least senior employee on the list, proceeding upward until all employees on the list have had one (1) KTO. A KTO charge will only be made when an employee is relieved of all work.

D. Employees who are absent or off on their KTO rotation day will remain on the rotation list until a KTO is incurred.

E. When an error in the KTO rotation is made, the affected employee shall be deemed to have satisfied their KTO obligation for the duration of the current rotation. However, if at the time of the KTO error an alternate day is available, then the affected employee will be offered said alternate day. Should the employee work the alternate day, then he/she will be paid at their straight-time rate and such hours will not count for computation of overtime or consecutive day pay. Further, acceptance of an alternate day will result in the affected employee being reinstated to the current KTO rotation.

F. Overtime KTOs shall not be considered as part of the rotation system.

9. The following KTO understandings apply solely to LVNs in the hospital:

A. Seniority lists will be prepared and maintained for each nursing unit, float zone and shift. Prior to invoking mandatory KTO, the Employer shall permit LVNs to elect voluntary KTO on a prenotification basis. LVNs who desire voluntary KTO must notify the staffing office prior to the completion of staffing for the shift in question. Employees on overtime will be subject to mandatory KTO before volunteers are accepted.

B. After applying items 1 through 4 above, KTO will be rotated among LVNs with less than ten (10) years of bargaining unit service, beginning with the least senior LVN on the seniority list and proceeding in order of reverse bargaining unit seniority until all LVNs on said list with less than ten (10) years of bargaining unit service have had one (1) KTO. If no LVN has less than ten (10) years of service, all LVNs shall be included in the rotation. Once an LVN has completed ten (10) years of service and is removed from the rotation list, all prior KTO occurrences will be removed from said LVN's record.

C. LVNs who are absent or on leave on his/her KTO rotation day will remain on the list until a KTO is incurred. If, at the completion of any six (6) calendar month period, KTOs have not been incurred by all LVNs on the seniority list because of low KTO frequency, a new KTO list will be prepared beginning with the least senior LVN.

D. When a KTO rotation error is made, LVNs will receive the same remedy provided to other employees as described in Paragraph 719 (5.E) above.

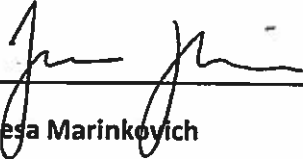
E. Overtime KTOs shall not be considered as part of the rotation system.

F. LVNs who receive a mandatory KTO may sign the availability list to work a replacement day, and subject to the seniority rights of other LVNs, the Employer will make every effort to assign said LVN additional work.

G. The Employer will maintain written records of telephone communications to LVNs affected by KTO. The records shall indicate the name of the affected LVN, the date and time of the communication, and the purpose and outcome of the call. These records will be retained for ninety (90) calendar days. Upon request to Nursing Administration, the Union will be provided copies of these records for use in the grievance procedure.

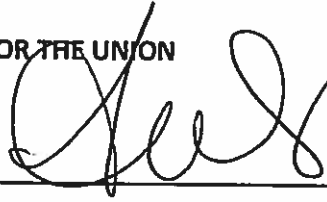
Added registry/agency employees and Voluntary KTO to the order of reduction

FOR THE EMPLOYER

 7/3/19

Teresa Marinkovich
Sr. Labor Relations Representative

FOR THE UNION



Annette Baxter
Director of Member Services

KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
Local 30

2019 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

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ARTICLE 8 – NEW HIRES, TRANSFERS, PROMOTIONS AND ADDITIONAL
HOURS

814 Section 3 - Promotions and Transfer Requests

815 Employees shall be allowed to submit transfer requests by using the Employer's career website for jobs which become vacant. In filling any vacancy, all qualified employees who have submitted transfer requests within the seven (7) day posting period shall be preferred over outside applicants. All qualified employees who have submitted transfer requests after the seven (7) day posting period shall be given equal consideration with outside applicants. The employee shall retain a copy of his/her transfer request. An employee shall not be required to have his/her supervisor's signature on a transfer request.

816 Section 4 - Transfer Rights

817 Employees with more than eighteen (18) months of service shall be eligible to transfer not more than twice in eighteen (18) months. The eighteen (18) months in which a transfer opportunity occurs will be established by the original posting date

INTENT OR APPLICATION: Removed duplicative language in 815 and 817 indicating that newly hired employees may not apply for transfer until after completion of 18 months. Article 818 already indicates the same language and will remain unchanged.

FOR THE EMPLOYER


Teresa Marinkovich
Sr. Labor Relations Representative

FOR THE UNION


Annette Baxter
Director of Member Services

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**KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP**

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ARTICLE 9 - PROBATION

**901 Section 1 - Probationary Period - New Hires
(Full-time/Part-time Employees)**


902 New hires entering the bargaining unit shall be regarded as probationary employees during the first one-hundred twenty (120) calendar days of their initial employment for full-time employees and during the first one-hundred twenty (120) calendar days of the initial employment for part-time and on-call employees. Upon completion of the original period, if the employee cannot be properly evaluated for purposes of retention, the Employer may extend the new hire probationary period up to an additional sixty (60) calendar days, and the employee and the Union will be notified of the extension and the reason for such extension. The employee will not be subject to corrective action. Upon completion of the probationary period such new hires shall be entitled to seniority dating back to most recent date of hire with the Employer

903 Section 2 - Discharge During Probation

904 Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the grievance procedure.

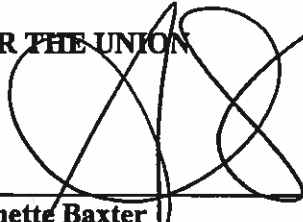
INTENT OR APPLICATION: Added statement to indicate that the probationary employee will not be subject to corrective action.

FOR THE EMPLOYER

 6/27/19

Teresa Marinkovich
Sr. Labor Relations Representative

FOR THE UNION



Annette Baxter
Director of Member Services

KAISER FOUNDATION HEALTH PLAN
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1200 ARTICLE 12 - HOURS OF WORK AND OVERTIME

1201 Section 1 - Normal Workweek

1202 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. Forty (40) hours, consisting of five (5) consecutive eight (8) hour days shall constitute a normal workweek. A regular days work shall consist of eight (8) hours within nine (9) consecutive hours with not more than one (1) hour unpaid lunch.

1. A workday is defined as the twenty-four (24) hour period from midnight to midnight.
2. A workweek shall consist of seven (7) day period beginning at Sunday, 12:01 a.m. or Monday, 12:01 a.m., or at the shift change hour nearest that time.
3. A payroll period shall consist of the two (2) consecutive workweeks preceding payday.
4. A shift shall be defined as a designated and scheduled period of work.

1203 A minimum of two (2) hours must be worked for the day to count as a day worked for the purposes of computing Seventh (7th) day consecutive day premium pay.

1204 Section 2 - Overtime

1205 All hours in excess of eight (8) hours in one (1) workday or in excess of forty (40) hours in one (1) scheduled workweek shall be paid for at the overtime rate of one and one-half (1 ½) times the straight time hourly rate.

1206 The Employer shall pay one and one-half (1 ½) times the straight time hourly rate for all hours worked over eight (8) and two (2) times the straight time hourly rate for all hours worked over twelve (12) in one (1) shift. When a shift commences within nine (9) hours of the end of a previous eight (8) hour shift, the Employer shall pay time and one-half (1 ½) for the first four (4) hours, and two (2) times the straight time hourly rate for all consecutive hours thereafter.

1207 The Employer shall pay two and one-half (2 ½) times the straight time hourly rate for all hours worked in excess of sixteen (16) hours in any one workday.

1208 In the event a regular employee, who is normally scheduled with every other weekend off, works a second consecutive weekend, such employee shall receive time and one-half (1 ½) their regular rate of pay for all hours worked on the second consecutive weekend, and alternating consecutive weekends thereafter, except when such schedule results from the request of the employee. This provision shall not apply to an employee who works a regular weekend schedule and shall not apply to an employee who has a regular schedule which provides for either every Saturday or every Sunday off.

1209 Section 3 Part Time Additional Hours

Section 4 When additional regular part-time hours become available, the Employer may, subject to efficiency of operations, offer such hours not to exceed eight (8) hours per day and forty (40) hours per week, based on the employee's seniority and ability to perform the work. These hours will be offered to part-time employees by bargaining unit seniority who are regularly assigned to the department and classification where the additional hours occur in the following order:

1. Part-time employees assigned to the same shift.
2. Part-time employees assigned to other shifts, provided said assignment does not result in overtime.
3. Irregularly scheduled part-time employees assigned to the same shift.
4. Irregularly scheduled part-time employees assigned to other shifts, provided said assignment does not result in overtime.
5. The Employer will give consideration to employees who request to work additional hours in another department or entity. Employees who desire to be considered for additional hours in another department or entity must provide written notification to that department's supervisor. Each department supervisor will maintain a list of employees, outside their department, who have provided such written notification. When employees, who have provided written notification, work additional hours outside their department, such hours will not count for computation of premium pay, except for hours worked in excess of eight (8) hours in one (1) day and hours worked in excess of forty (40) hours in one (1) week. However, if the Employer requests or assigns an employee to work additional hours outside their department, and the employee has not provided written notification requesting additional hours, all overtime and premium pay pursuant to this Agreement shall apply. Hours worked in another department shall not count for purposes of converting to Irregularly Scheduled Part-time status. However, once an employee achieves the status of Irregularly Scheduled Part-time, then hours worked in other departments will count toward the employee's maintenance of such status.
6. In the event no part-time employee volunteers for said additional hours, the Employer may assign said hours to the least senior part-time employee.
7. It is understood that hours worked at the request of the employee outside of their department will not apply to Article 6, Section 3, Paragraphs 608 and 609.

1210 Section 5 Part-time and On-call Additional Temporary Hours

1. When additional temporary hours are available, in a department, they should be offered by Bargaining Unit seniority as defined in Article 6, Paragraph 602, by classification to part-time employees first, irregularly scheduled part-time second, then On-call employees. Any hours that are still available, after these categories are utilized within the department, may then be offered to employees outside the department in accordance with Article 8, Paragraph 834.

2. In the event neither class of employees accept the work offer, the Employer may, to ensure orderly operation of the facility, assign the work to either full-time, part-time or irregularly scheduled part-time employees on a rotational basis by reverse seniority within the department.

3. The Employer shall schedule additional work in accordance with Article 8, Section 9. In the event the Employer is unable to fill the additional hours, or it is not feasible to comply with Article 8, Section 9, such hours will be considered overtime.

1211-Overtime and non-scheduled standby time will be rotated within the department and classification equitably and shall be offered by seniority, by department and classification. For those departments with designated worksites, overtime will be rotated within those worksites and classification equitably and shall be offered by seniority. Hours shall be awarded to employees who will receive overtime pay prior to those who are entitled to double time rate. Employees returning from a leave of absence will be placed on the standby list in seniority order.

1212 An employee who desires to be considered for rotation of overtime should so notify the supervisor in writing.

1213 If no employee accepts the offer, the Employer shall assign the overtime or standby time on a rotational basis by reverse seniority.

1214 Section 4 - Duplication of Overtime

1215 Payment of overtime and premium rates shall not be duplicated for the same hours worked under any of the terms of this Agreement; and to the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium payments under the same or any other provisions. Where two or more overtime or premium rates apply to the same hours, the greater shall prevail.

1216 Section 5 - Seventh Day Worked

1217 All work performed on the seventh (7th) consecutive day of the workweek shall be paid at the rate of two (2) times the straight time hourly rate, except when such schedule results from the written request of the employee.

1218 Section 6 - Scheduling

1219 The Employer will exercise its efforts in good faith, subject to the requirements of efficient operations, to the end that employees will be scheduled on a basis of a normal workweek of forty (40) hours within five (5) consecutive eight (8) hour days, followed by two (2) consecutive days of rest.

1220 The Employer will make every effort to work with employees in their department to develop and implement a work schedule which meets the needs of the department and the employees.

1221 In departments where the employees' desire to have every other weekend off scheduling, the Employer will make every effort to implement every other weekend off.

1222 Weekend shall mean Saturday and Sunday, except in the case of the night shift, which shall mean Friday and Saturday.

1223 In departments where every other weekend off scheduling is not in effect, the Employer will make every effort to schedule employees with two (2) consecutive days off except where employees have requested and been granted work schedules which preclude consecutive days off.

1224 The Employer will make a good faith effort to schedule employees with a minimum of a twenty-four (24) hour break between their last hour of work on their old shift and their first hour of work on their new shift, when permanently transferring from one shift to another shift or one facility to another facility.

1225 In all cases, except those cases of emergency, should it be necessary in the interest of efficient and economical operations to establish schedules departing from the normal workweek, the Employer and the Union, at the request of either, shall confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged, but the final right to arrange working schedules rests with the Employer in order to avoid adversely affecting operations.

1. Work schedules at all facilities shall remain posted four (4) weeks in advance in a visible place of ready access to all departmental employees and will be maintained on a weekly basis. **This will include locations and shifts.**
2. Schedule changes will be posted by Thursday of the week preceding the schedule change, except for emergencies.
3. The Employer will attempt to notify an employee of any schedule changes a minimum of twenty-four (24) hours before such change is to occur. However, failure to contact the employee will not result in penalty to either party.

1226 When scheduling employees, the Employer will make every effort to assign hours by bargaining unit seniority in the following order:

1. Full-time employees scheduled a minimum of forty (40) hours.
2. Thirty-two (32) hour part-time employees scheduled a minimum of thirty-two (32) hours.
3. Twenty to thirty-two (20-32) hour part-time employees scheduled up to twenty (20) hours.
4. Twenty to thirty-two (20-32) hour part-time employees scheduled up to thirty-two (32) hours.
5. Irregularly Scheduled Part-time employees scheduled up to twenty (20) hours.
6. Thirty-two (32) hour part-time employees scheduled to a maximum of forty (40) hours.
7. Twenty to thirty-two (20-32) hour part-time employees scheduled to a maximum of forty (40) hours.
8. Irregularly Scheduled Part-time employees scheduled to a maximum of forty (40) hours.
9. On-call employees scheduled additional hours.

1227 Section 7 - Shift Assignments

1228 In the event the Employer changes employees' shift assignments, consideration will be given to the desires of the affected employees. If there is no mutual agreement, changes will be made in reverse order of seniority provided that merit and ability are adequate as to the Employer's staffing requirements.

1229 Section 8 - Rest Periods

1230 Each employee is allowed a rest period during each continuous four (4) hours of work as close as possible to the mid-point of the period. If continuous operation is required on the job concerned, a substitute will be provided by the supervisor for the rest period. In no case shall a rest period exceed fifteen (15) minutes in length. In the unusual circumstances where an employee is unable to take time off for a rest period, the employee may request and receive the time equivalent to such rest period at the next scheduled lunch period that day or later in the shift. Such rescheduling within the shift shall be at the Employer's option.

1231 An employee may voluntarily combine his/her meal and break period, meaning the rest periods of fifteen (15) minutes each may be combined with the lunch break of one-half hour, in those departments where conditions permit and meet operational needs. Should the State of California revoke or fail to renew the exemption to allow the combination of meal/rest periods, employees will no longer be permitted to combine meals and rest periods.

1232 Section 9 - Notice of Intended Absence

1233 Employees who are required to be absent from work for any reason will provide their immediate supervisor or her/his designated representative with reasonable notice of such intended absence and the reasons, therefore. Except for an emergency, such notice must be provided to said supervisor immediately following the employee's knowledge of the need for such absence, but no later than the Thursday of the week preceding the day(s) of absence.

1234 Section 10 - Voluntary Alternative Work Schedules

1235 In the event the parties agree that such schedules are feasible and desirable, they may be implemented in agreed upon departments.

1236 Section 11 - Flexible Schedules

1237 The parties agree that an employee(s) written request for flexible schedules will be jointly reviewed to determine the feasibility of implementation. However, the Employer maintains the sole right to discontinue such schedules where efficiency of operations or effective patient care is impeded and/or a negative economic condition evolves.

1238 Section 12 - Changing Clothing

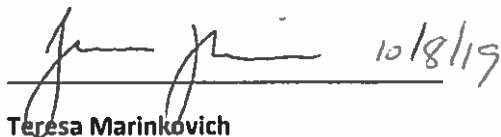
1239 Employees will be given reasonable time to change clothing when required by the Employer.

Moved Article 8, Sections 833 - 841 to Article 12 and added under 1211, "For those departments with designated worksites, overtime will be rotated within those worksites and classification equitably and shall be offered by seniority."

Under Paragraph 1225, added the statement that the schedules have to include locations and shifts.

Under 1211, we added a statement that hours shall be awarded to employees who will receive overtime pay prior to those who are entitled to double time rate. If no employees volunteer, the intent is to award the hours by inverse seniority regardless of premium rate.

FOR THE EMPLOYER

 10/8/19

Teresa Marinkovich

Sr. Labor Relations Representative

FOR THE UNION



Annette Baxter

Director of Member Services

KAISER FOUNDATION HEALTH PLAN
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
Local 30
2019 CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

1200 ARTICLE 12 - HOURS OF WORK AND OVERTIME

NEW LANGUAGE

Section 12

1240 - Selection of Floating

1241 Within hospital nursing if there is a need to float an employee from one area to another area, the least senior qualified employee on that shift and in that area shall be floated.

1242 The Union and the Employer agree that where there is a need for floating to other worksite locations, all qualified employees will be solicited on a voluntary basis first by seniority. Where there is no volunteer, assignment will be made by inverse seniority, where the employee has the skill and ability to perform the job and would have the least impact on patient care.

In departments with designated work sites (i.e. zones, quadrants, 1:1 model), the Employer will float the least senior employee from the facility that would have the least impact on patient care.

Moved paragraph 838 to 1241, added new language in 1242 regarding selection of floating.

FOR THE EMPLOYER



Teresa Marinkovich 10/8/19

Sr. Labor Relations Representative

FOR THE UNION



Annette Baxter

Director of Member Services

KAISER FOUNDATION HEALTH PLAN

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
Local 30

2019 CONTRACT NEGOTIATIONS

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ARTICLE 13 - COMPENSATION

1345 Section 16 - Payroll Errors

1346 A paycheck error shall be corrected within seventy-two (72) hours from the time the employee notifies the supervisor of the error or per applicable law.

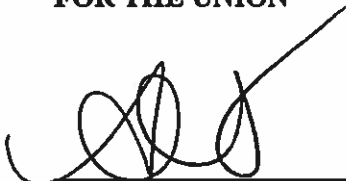
INTENT OR APPLICATION:

FOR THE EMPLOYER

FOR THE UNION

 6/27/19

Teresa Marinkovich
Sr. Labor Relations Representative



Annette Baxter
Director of Membership

**KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP**

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1412 Section 2 - Designated Holiday Premiums

1413 Regular employees working on designated holidays shall be paid at the overtime rate of one and one-half (1½) times their regular rate of pay in addition to their regular rate of pay. Employees may request the option of being paid one and one-half (1½) times the appropriate regular rate of pay with a compensatory day off to be taken within a thirty (30) day period before or after a holiday at the straight time rate of pay. If the requested compensatory day off is not granted, the employee will be paid at the straight time rate of pay for the day. If a regular employee's day off falls on a designated holiday, she/he shall receive an additional day off within one (1) month with no deduction in pay or the holiday pay. An ~~employee who is scheduled to work on a day on which a designated holiday falls may not be displaced by a more senior employee or an on-call employee.~~ Employees shall not receive their shift differential for unworked paid designated holidays.

1414 No holiday allowance shall be paid to an employee who is scheduled to work on a designated holiday and fails to do so, except for personal illness, death in the family, or similar good cause.

1415 On-call and temporary employees working on a designated holiday shall be paid at the premium rate of one and one-half (1 ½) times their regular rate of pay for all hours worked.

INTENT OR APPLICATION: Deleted statement referencing that an employee who is scheduled to work on a day on which a designated holiday falls may not be displaced by a more senior employee or an on call employee.

FOR THE EMPLOYER


Teresa Marinkovich
Sr. Labor Relations Representative

10/8/19

FOR THE UNION


Annette Baxter
Director of Member Services

KAISER FOUNDATION HEALTH PLAN
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1500 ARTICLE 15 - LEAVES OF ABSENCE

1539 Section 8 - Personal Time Off

1540 Commencing on the first day of employment, where circumstances warrant, an employee may request and may receive Personal Time Off without pay for periods of time not to exceed five (5) scheduled workdays. Such requests shall not be unreasonably denied. In a verifiable emergency, on duty employees may ask for Personal Time Off which shall be granted on a momentary notice; and, such employees will be released from duty as soon as possible. It shall not be a condition of the granting of Personal Time Off that the employee secure his/her own replacement.

Added "scheduled" workdays to clarify that requests for PTO on a partial or full scheduled workday will be considered one instance.

FOR THE EMPLOYER

FOR THE UNION


Teresa Marinkovich
Sr. Labor Relations Representative


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Director of Member Services

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NEW LANGUAGE

Article 21 – Discipline and Discharge

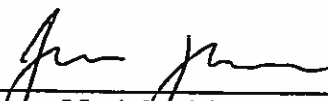
Just Culture is the framework that the Employer and the Association will jointly integrate and utilize to ensure quality, service and patient safety. Implementing the Just Culture principles promotes and sustains an environment of safety, which encourages employees to report errors and near misses without the fear of retaliation and ensures balanced accountability for both individuals and the organization responsible for designing and improving systems in the workplace.

Labor and management will work together to create and sustain an environment of Just Culture by ensuring that key elements of Just Culture are used and understood by employees and management.

INTENT OR APPLICATION: Added Just Culture to the contract

FOR THE EMPLOYER

FOR THE UNION

 6/27/19

Teresa Marinkovich
Sr. Labor Relations Representative



Annette Baxter
Director of Membership

**KAISER FOUNDATION HOSPITALS, INC.,
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP**

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**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
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Just Culture

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Labor and management will work together to create and sustain an environment of Just Culture by ensuring that key elements of Just Culture are used and understood by employees and management.

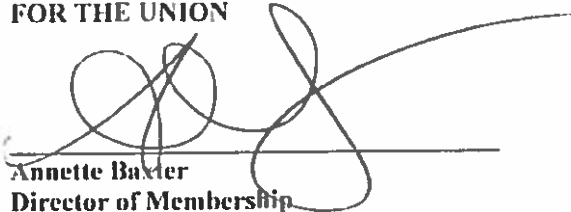
INTENT OR APPLICATION: Added Just Culture to the contract

FOR THE EMPLOYER

 10/8/19

Teresa Marinkovich
Sr. Labor Relations Representative

FOR THE UNION



Annette Baxter
Director of Membership