

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Economics



Revise Section 2.A.1. as follows:

1. ACROSS-THE-BOARD WAGEINCREASES (ATBs) AND LUMP SUM PAYOUTS

ATBs will be effective on the first day of the pay period closest to October 1 in each year of the Agreement. Lump sums pursuant to this Agreement will be paid out in the first pay period following October 1 in each of Years 3 and 4 of this Agreement.

ATBs (ACROSS THE BOARD) WAGE INCREASES AND LUMP SUMS				
	2021	2022	2023	2024
Wages	3%	3%	2%	2%
Lump Sums	—	—	2%	2%

Agreed:

	11/10/24		11/13/2024
Hal Ruddick	Date	Steve Shields	Date
Executive Director		Senior Vice President	
Alliance of Health Care		National Labor Relations, Kaiser	
Unions		Permanente	

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Staffing, Backfill and Travelers

(This language is meant to be added into the National Agreement as is)

By the end of the first full quarter following ratification of this agreement, Alliance union leaders and senior KP leaders in each region will meet and establish a labor-management staffing committee for each of the regions and for each Alliance bargaining unit. This committee is not intended to supersede or replace any existing staffing committees established by local bargaining agreements. For regions and bargaining units that do not currently have a labor-management staffing committee, the aforementioned parties will determine the structure(s) to be established that would best meet the region's needs.

The committees will meet at a minimum, on a monthly basis, but may mutually agree to change the meeting frequency at any time. The topics to be discussed include but are not limited to: position vacancies, posting and filling of positions, backfill, time off, hard to fill positions, staff utilization (including contingent staff, use of non-bargaining unit personnel, and scenarios where staffing challenges lead to contracting outside services), staffing models, flexibility as defined in the National Agreement, budgets, and member/patient needs. (See sample labor-management staffing committee agenda in exhibit ***(insert exhibit title/location here)**). The committee will develop recommendations to address issues raised and strive to reach consensus, and jointly develop plans to implement those recommendations. Issues regarding staffing at the department or unit level may be escalated to these committees when attempts to resolve concerns at the department or unit level are unsuccessful.

If consensus on recommendations cannot be reached, or issues brought to the committee by departments or units remain unresolved, the parties may bring issues to the local and/or regional LMP Council. Each party retains their respective rights under their local or national agreement.

The Labor-Management Staffing committee(s) will oversee the following staffing-related provisions of the National Agreement:

A. Posting & Filling Vacancies

Labor and management will work together to develop strategies for hard-to-fill positions. To this end the union and the employer will meet to consider options both short term and long term to ensure the timely filling of positions with appropriately qualified employees. These solutions could include, by way of example but not limitation:

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- Short-term: collaboration between labor and management on recruitment, signing bonuses and other incentives. Wage scale considerations impacting recruitment may be referred, as appropriate, to procedures under local collective bargaining agreements.
- Long-term: develop joint training programs potentially utilizing jointly (Ben Hudnall) and employer funded training funds. Creating internal career ladders with appropriate mentorship/preceptorship/apprenticeship opportunities. Identification of external and internal sources for future candidates for these positions.

B. Position Control

On a monthly basis, the designated labor leader(s) for an impacted bargaining unit and manager(s) will review the status of all vacated and modified positions at the unit or department level and discuss backfill needs and strategies to meet them. Any decision to not fill a vacated position or to modify the position must be discussed with the labor leader(s). Management will keep the UBT or UBT representative group informed on the status of filling the position.

In the event the union and the employer disagree with respect to any decision to hold replacement or modify the position, the union may escalate that decision to the appropriate labor-management staffing committee.

The labor-management staffing committee(s) will discuss and review position control processes and any changes to the process or targets (position add or elimination goals).

C. Traveler and Registry

Labor and management have a mutual interest in reducing the use of travelers and registry (staffing provided through outside agencies). In an effort to do so, the parties will meet on a quarterly basis, at the service areas or regional level to review the usage of traveler and registry (for example, traveler and/or non-bargaining temporary employee use exceeding 13 weeks) and the reason for the traveler or registry usage. The parties will also develop alternatives such as voluntary temporary upcoding of current employees, development/expansion of a float pool which can be a long-term assignment for float staff at employee choice, the creation of additional part-time positions which can be used to pick up additional hours, and the appropriate level of per diem/on-call staffing.

Non-Bargaining unit temporary employees (traveler/registry) will not be extended beyond 180 days without labor and management meeting to discuss alternatives as mentioned above.

It is recognized that certain units/classifications can be impacted by seasonal fluctuation in patient volume/workload demand. For such positions, on request of the local union, discussions will begin to evaluate and consider opportunities to account for seasonal

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fluctuation with bargaining unit employees including but not limited to the use of temporary bargaining unit seasonal positions, the creation of positions which have seasonal hours (higher FTE during periods of peak/higher demand), and the appropriate level of part-time and per diem/on-call staffing which can be used to flex up. Any such discussions would be by consensus between the local union and their management counterparts in the region. On request, either party may request assistance through facilitation and engagement of the national labor management parties.

D. Disseminating Information

The employer will provide the following information to the Labor-Management Staffing Committee on a monthly basis for the purposes of disseminating the data, as appropriate, to departments that enables them to develop successful projects aligned with the Value Compass, improve the service and quality of care provided to patients by front-line staff, and foster staff well-being and job satisfaction.

D1. Vacancies

Monthly, the employer shall provide a report on status of vacancies by classification, department, and bargaining unit to the Labor-Management Staffing Committee. The report will include the following information:

- Position status: active (vacant or filled) or inactive (the business has determined position no longer needed, has been purposed for another position, or created erroneously and needs to be deleted).
- Requisition status: Requisition number is present if posted. Field is blank if not posted.
- Action Reason
 - Create requisition- currently in the approval queue
 - Requisition status update – currently posted
 - Non-Requisition – no action taken with the position

D2. Service, Patient Access, Patient Satisfaction Data

Monthly, the employer shall provide the following information to the Labor-Management Staffing Committee:

- Data related to patient satisfaction scores and care experience
- Data related to access

D3. People Pulse Scores

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Aggregate People Pulse scores will be provided to the Labor-Management Staffing Committee within 30 days of the scores becoming available.


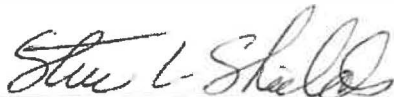
E. Budgeting and Backfill

The employer shall share the backfill calculations, backfill strategy, and budgeting information on a quarterly basis. (See Exhibit 1F as an example). The information will be shared at the departmental/UBT level, and at the regional or service area level with the appropriate local union representatives.

F. Charter Language

Within 60 days of ratification, the LMP Tri-Chairs will appoint a committee comprised of labor and management representatives to craft a sample Labor-Management Staffing Committee Charter which will be included, along with a sample Labor-Management Staffing Committee agenda, as an exhibit in the National Agreement.

Agreed:

	
11/11/21	11/11/2021
Date	Date
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente



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Subcommittee: Staffing, Backfill & Travelers

Recommendation 2:

LMP Council will add Partnership goals to its standing agenda for June and December.

Agreed:

	
11/11/21	11/11/2021
_____ Hal Ruddick Executive Director Alliance of Health Care Unions	_____ Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente
Date	Date




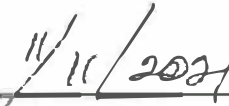
2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Staffing, Backfill & Travelers

Recommendation 1:

Encourage LMP Council to sponsor Backfill & Staffing work to prioritize and help remove barriers, including but not limited to sick calls, attendance.

Agreed:

	
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente
	
Date	Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Racial Justice

Recommendation:

I. New sub-heading under Article 1 of the National Agreement that contains the Racial Justice Subcommittee recommendations:

Create a National LMP EID and Racial Justice taskforce that reports into the Alliance LMP Executive Committee

Infrastructure:

- A. Integrate EID and Racial Justice into the LMP
- B. Model it after existing effective structures (i.e., Workforce Wellness and Workforce Development)
 - 1. NEID developed accountability measures and processes will be incorporated into the taskforce's jointly developed processes to ensure speak up culture and belonging is actualized fully
 - 2. Embedding Racial Justice & EID principals into operational strategy
- C. Ensure labor representation including Alliance partnership in EID councils/committees where they exist in regions and facilities.
- D. Allocate dedicated time that ensures time provided to work on annual LMP-EID goals and workplans in order to impact change and increase success.
- E. The Alliance LMP Executive Committee will oversee the timeframe for the taskforce and the charter in alignment with KP's EID function. The taskforce will start working 90 days after ratification.

Health Equity:

- A. Unit Based Teams (UBTs):
 - 1. Include Equity, Inclusion and Diversity projects to the "Quality" category that UBTs could choose to work on in the Path to Performance for level 3 and higher.
 - 2. UBT's should apply an EID lens to all projects and activities.
 - 3. Teams will be provided time, support and resources needed for project work and success consistent with UBT practices
 - 4. Alliance, National Equity, Inclusion and Diversity and other parties develop/update existing UBT toolkits to:
 - a) include sample projects, resources (local resources like Regional EID , websites etc) and education
 - b) live on the LMP website
 - c) develop communication plans to promote the projects and resources to UBTs and those who directly support teams

- B. Employees:

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1. Develop targeted goals and strategies, materials, existing staff, and necessary resources to eliminate employee care gaps and health disparities (in partnership with Workforce Wellness)
 2. Develop a plan to increase cultural responsiveness training and leveraging current contracts for clinicians of color to provide employee mental health/EAP
- C. Members/Patients: Partner with Quality and Care Delivery to identify priority areas where LMP could support improvement of culturally responsive practices targeted to people of color
1. To measure improvement in specific chronic diseases (i.e., A1c, BP, BMI,)
 2. Jointly determine internal causes or barriers impacting ability to address health inequities more effectively within our organization and communities and develop agreed upon approaches, action plans and implementation timelines for improvement
 3. Spread effective practices

Employee Experience:

- A. Jointly determine and codify effective practices related to gathering experiences for KP's workforce until they are integrated into normal operating procedures:
 1. Conduct listening sessions on paid time for all classifications (employees will have the opportunity to attend annually)
 2. Sessions are held at least twice per year by trained facilitators
 3. Sessions include follow-up and action plans
- B. Pilot healing/restorative circles- helpful for racial trauma/fatigue- that are accessible to everyone.
- C. Enhance current processes and design improvements across the continuum of employee issues and complaints related to racism and discrimination.
- D. Advance KP's value of creating a culture of speaking up and belonging through increased access to training of the national EID program Belong@KP, leading with emotional intelligence and SpeakUp.
- E. Make Belong@KP a part of new employee orientation within the first 90 days.
- F. Jointly develop goals, actions plans, and accountability measures for completion of all EID trainings

Workforce Equity:

- A. To mitigate bias in the hiring process, KP will provide education and training to hiring managers and interview panelists on importance of and how to utilize inclusive hiring and selection practices.
- B. Ensure staff reflect the diverse communities in which they serve
- C. Add strong RJ and EID statement(s) to all job descriptions and postings requirements
- D. Identify job roles or segments of the workforce lacking diversity
 1. Create strategies to identify interest in and support mobility into those job roles

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2. Develop strategies to increase talent pipelines internally and externally
- E. Eliminate bias from promotion and hiring practices by supporting internal candidates through:
 1. BHMT education and experience programs:
 2. providing represented employees opportunities to gain exposure to other jobs and gain experience required for placement.
 3. identifying situations causing employees to be bypassed or prevented from obtaining position(s) or promotion(s)

** These provisions are not intended to supersede local contract provisions*
- F. To support workforce equity by:
 1. Develop targeted BHMT programs to help close representation gaps
 2. Programs to support Alliance employee's mobility into an increased variety of job roles
 3. Workforce Development and EID pilot programs with diversity objectives
 4. Enable employees to gain experience (on the job) needed for placement

II. Modify 1.D.1.A to include workforce equity and inclusion trust programs.

This action will support the following outcomes:

- Prominence of the KP-Alliance shared commitment to Racial Justice
- Strategic view of the elements of this shared commitment
- Clarity regarding the specifics of what has been bargained

Agreed:



Hal Ruddick
Executive Director
Alliance of Health Care
Unions

11/10/21
Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

11/10/2021
Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Economics


Southern California Wage Equity

Bargaining Units: IBT Local 166; USW Local 7600; UFCW Local 770 Kern and Main

Effective July 1, 2022, the parties will allocate an amount equivalent to 1.25% of payroll of each affected bargaining unit for the purpose of adjusting wage scales. The parties will determine the allocation of this amount to wage scale adjustments by mutual agreement.

Effective July 1, 2023, the parties will allocate an additional 1.25% of payroll of each affected bargaining unit for this purpose.

Agreed:

 11/13/21

Hal Ruddick
Executive Director
Alliance of Health Care
Unions

Date

 11/13/2021

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Patient and Worker Safety

Revise Section 1.H. Total Health, as follows:

First sentence p.35, add highlighted phrase:

H. TOTAL HEALTH

Kaiser Permanente and the Alliance are committed to the total health and well-being of employees and to work-life practices, programs and services that balance work, mental health, and lifecycle challenges.

Section 1.H.2. Total Health Agreement, p.36, add highlighted language and delete strikethroughs:

2. TOTAL HEALTH AGREEMENT

Kaiser Permanente (KP) and the Alliance of Health Care Unions (Alliance) share the goal of creating the most resilient, thriving healthiest workforce in the health care industry by improving the quality and length of employees' lives and enhancing the effectiveness and productivity of the organization.

The parties, through the Labor Management Partnership, commit to creating a psychologically safe workplace environment and culture that supports employees' health and well-being, ~~helps employees to collectively stay healthy~~ and helps them to collectively reduce their health risks, including their risk of occupational injury and illness.

The parties share a commitment to measure and regularly report aggregate data for the employee population with respect to clinical indicators of the health and wellness well-being of all employees, in keeping with our joint tradition of being a continually improving, learning organization that responds to data and evidence.

The parties agree to jointly create and promote a healthy and psychologically safe workplace environment. The parties shall address, but are not limited to, the following issues: mental health and well-being, a healthy physical workplace environment; healthy and affordable food options at the workplace; and opportunities for employees to engage in healthy activities at the workplace on non-work time. (See Exhibit 1.H.2.)

Add new Section 1.H.1.a.:

a. National Health, Safety and Well-Being Committee (NHSWBC)

The LMP Strategy Group will empower the National Health, Safety and Well-Being

[continued, next page]

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Committee to address the issues of psychological safety and creating a just culture through an integrated and collaborative approach. Members of the committee will include representation from all markets and national functions, as well as subject matter experts. Committee members will be identified and convene within three months of ratification, a charter will be finalized within six months of ratification and develop a national framework/program that integrates psychological safety and Just Culture into the workstreams that impact safety and wellness of patients and workers through its strategies, principles and goals within one year of ratification.

KP and the Alliance will work together in Partnership to 1) adhere and uphold the Alliance National Agreement, 2) develop a National framework/program that integrates psychological safety and Just Culture into the workstreams that impact safety and wellness of patients and workers through its strategies, principles and goal which could inform policies, and 3) standardize practices across the enterprise to ensure consistency in areas of education, data collection, reporting and evaluation.

Charter guidance and project management support to be provided, and tasks of the committee include:

1. Develop action plans which includes the goals, tools, education and training, communications, and mechanisms for monitoring and evaluation to create a standardized approach across KP
2. Develop a “Just Culture” framework: identify the key elements, tools and resources
3. Conduct a Gap analysis at local and regional levels
 - a. Identify and utilize best practices
 - b. Identify opportunities for improvement
 - c. Catalog existing applicable training and identify new areas for development
4. Maximize use of existing resources
5. Conduct regular reviews of the work of existing national committees
6. Identify suggestions regarding what, where and how communication should be applied

Renumber existing subsections to 1.H.1.b., c, and d. Revise new section 1.H.1.b. as follows:

b. Educating and Engaging Employees as Active Leaders in Their Health and Well-Being

In order to achieve the vision of the most resilient, thriving ~~healthiest~~ workforce in the health care ~~industry~~, the parties agree that employees be educated about their health and well-being ~~wellness~~ so they can make knowledgeable, healthy choices.

The parties will evaluate successful practices that allow the parties to provide consistent education for employees across Kaiser Permanente.

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[continued, next page]

Revise new section 1.H.1.c. as follows:

c. Alliance and Management Leadership

In order to achieve the vision goal of creating the most resilient, thriving healthiest workforce in the health care industry, the parties acknowledge the necessity of thousands of rank-and-file union leaders and their management counterparts playing an active and ongoing leadership role in creating a transformative culture of health and psychological safety at Kaiser Permanente.

d. Health Assessment Tools

To engage employees in their own health and well-being, and provide them information and action steps, the parties will promote the use of online personal physical and mental health assessment tools available to Kaiser Permanente Health Plan members.

Agreed:



Hal Ruddick
Executive Director
Alliance of Health Care
Unions

11/11/21
Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

11/11/2021
Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Patient & Worker Safety

Recommendation Programs and Services revisions; Retain EAP Line 24/7

Revise Section 1.H.4., Programs and Services, as follows (add highlighted text, delete strikethroughs):

4. PROGRAMS AND SERVICES

a. Health and Well-Being Promotion

Health and well-being promotion focuses on keeping people healthy and thriving. Kaiser Permanente will offer services to enable its employees to focus on prevention by actively promoting a healthy and balanced lifestyle. To achieve this, local facilities will in Partnership implement and coordinate health and wellness well-being activities aimed at improving the wellbeing of all employees. ~~Health promotion services and wellbeing p~~ Programs and services may include, but are not limited to, mental health resources and training, self-help classes, mindfulness courses, and support groups.

b. Employee Assistance ~~Services~~Program (EAP)

The Employee Assistance Program is ~~services are~~ intended to maximize employees' ability to cope and remain productive during stressful events and life crises. Such services should be sponsored nationally and implemented locally. They may include, but are not limited to, work-life problem assistance, such as support for work and family relationship difficulties, drug and alcohol assistance assessment and referral, short-term family counseling and manager/union consultation services. Life crisis services include emergency financial aid and grief counseling. Promoting EAP resource awareness will be integrated into LMP processes.

c. Referral Services



Referral services provide a caring environment that is sensitive to the variety of employee needs. Company sponsored, -arranged or -subsidized services may be provided, including discounts for goods and services. This should benefit employees with minimal added cost. Examples include mass transit incentives, financial counseling services, concierge services and computer discounts. Some of these services are provided currently through regional employee activity programs. Expansion of these services nationally may be evaluated by the Strategy Group during future years of the contract.

The parties agree to explore opportunities for a strategic approach, leveraging KP market reach, to voluntary ~~wellness~~ health and well-being benefits/discounts (e.g., discounts for gym membership, weight management programs), and provide recommendations and best practices to regions and facilities within 12 months of ratification. The parties will explore recognitions that could be provided to UBTs who attain Levels 4 and 5 on the P2P. The recommendations may

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include a phased approach to leveraging KP market reach, bringing best practices in line over time.

Agreed:

	
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente
11/11/21	11/11/2021
Date	Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Patient and Worker Safety

Just Culture and Promote Safe Workplace

Add new Section 1.I, Just Culture, as follows:

I. Just Culture

Kaiser Permanente and the Alliance believe that patient and worker safety is an essential ingredient of high-quality, affordable care and the responsibility of every physician, dentist, manager, union leader and employee. In order for Kaiser Permanente to be the safest place to give and receive care, we must jointly create a learning and trusting environment that views errors as an opportunity for continued, systematic improvement. This environment must encourage all employees to openly report errors or near misses, and participate in analyzing the reason for the error, and the determination of the resolution and appropriate responsive actions needed to prevent reoccurrence while maintaining professional accountability and standards appropriate to profession and specific to role.

A Just Culture framework jointly developed in partnership by the Alliance and Kaiser Permanente will be utilized to ensure quality service and achieve safety for patients and the workforce. The parties will work together to create and sustain an environment of Just Culture by ensuring key elements of Just Culture are transparent, standardized, understood, and used by employees and management. Just Culture is distinct from the agreed upon Issue Resolution/Corrective Action process in Section 1.L. of the National Agreement.

The parties recognize the importance of building a Just Culture and will empower a group of appropriate representatives and experts to achieve the objectives as outlined in the National Health, Safety, and Well-Being Committee charter.

Renumber and revise existing Sections 1.I and 1.J to new sections 1.J.1 and 1.J.2, as follows (add highlighted language; delete strikethroughs):

1. PATIENT SAFETY

a. Creating a Culture of Safety

Improving the quality of care delivered to members and patients requires significantly increasing the reporting of actual errors and “near misses.” It is recognized that the reporting of such errors can only improve if employees are assured that punitive discipline is not seen as the appropriate choice to handle most errors. ~~We must jointly create a learning environment that views errors as an opportunity for continued, systematic improvement. This environment must encourage all employees to openly report errors or near misses, and participate in analyzing the reason for the error, and the determination of the resolution and corrective action needed to prevent reoccurrence.~~

The reporting system will include the following components:

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- » reporting of errors, with systematic, standardized analysis of errors and near misses;
- » communication of learning to help make needed policy and procedure changes;
- » confidentiality of involved employees unless prohibited by statute or law;
- » involvement of staff in error analysis and/or resolution;
- » positive reinforcement for reporting;
- » training and education programs that enhance skills and competency to help prevent future errors;
- » maintenance of the integrity of privileged information; and
- » ability to collect and trend data across the organization.

Information regarding errors reported through this system will be handled through the Issue Resolution/Corrective Action process of this Agreement and will not be used as the basis for discipline except in rare cases when punitive discipline is indicated, such as the employee:

- » was under the influence of drugs or alcohol;
- » deliberately violated rules or regulations;
- » specifically intended to cause harm; or
- » engaged in particularly egregious negligence.

Reporting through this system does not relieve the employee of the responsibility to complete an incident report when indicated by policy.

b. Flu Prevention

The Alliance and Kaiser Permanente are committed to the highest standards of patient safety and employee health. Accordingly, Kaiser Permanente and the Alliance agree that all health care workers will be required to have received a seasonal influenza vaccination or, if they decline for any reason, to wear a surgical mask for the duration of the influenza season while working in patient care areas.

2. WORKPLACE SAFETY

~~Kaiser Permanente and the Alliance believe that an injury-free workplace should be the goal and responsibility of every physician, dentist, manager, union leader and employee, and an essential ingredient of high-quality, affordable patient care.~~ Working in

Partnership, we are establishing the health care industry standard by setting the goal of eliminating all causes of work-related injuries and illnesses to create a workplace free of the risk of injury and illness, where people feel free and safe to report work-related injuries and illnesses.

2021 Alliance National Bargaining – Tentative Agreement

a. Creating a Culture of Safety


Kaiser Permanente's goal is zero workplace injuries for all Kaiser Permanente employees, physicians and dentists. In order to be successful, a culture of safety must be created in which safety is a core business and a personal value, and prevention is more effective than injury management.

The leaders of Kaiser Permanente and the Alliance have committed to continuing support for cultural change, the implementation of systems and alignment among all contributing Kaiser Permanente departments, which are necessary to reach the goal.

The Principles of Partnership will be used to engage frontline staff and supervisors in implementing the remedies that will eliminate hazards that cause injuries. The parties agree to:


- » provide sponsorship and resources necessary for a broad and sustainable approach to workplace safety (WPS);
- » identify and/or develop early joint communication and planning for emergency preparedness to ensure engagement of all workers, regardless of job classification, in the event of a potential crisis, from planning to implementation;
- » use the People Pulse learning climate index to improve the safety culture for workers and expand it to include KP members. This index will be shared annually with labor consistent with the national process and timeline for People Pulse dissemination and action planning; and
- » institute joint planning to identify activities such as direct report rounding and huddles that support both wellness and psychological safety, worker safety, health and well-being (national, regional and local levels), similar to the WPS planning segment in the 2012 National Agreement.

Agreed:



Hal Ruddick
Executive Director
Alliance of Health Care
Unions

11/11/21
Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

11/11/2021
Date

November 10, 2021

B. HEALTH AND WELFARE BENEFITS (p55)

1. MEDICAL BENEFITS

a. Eligibility

- (1) All employees who are regularly scheduled to work 20 or more hours per week are eligible for medical benefit coverage.
- (2) Medical benefit coverage is effective the first day of the month following eligibility (e.g., date of hire, benefit eligible status, etc.). Initial coverage under flexible benefit plans is temporary, basic medical coverage. The selected medical coverage and other benefits in the flexible benefit plan will be effective the first day of the month following three months of benefit-eligible service.

b. Basic Comprehensive Plan

1. Kaiser Foundation Health Plan, Inc.

(KFHP) has established a national account to enable the Employers to act as a national purchaser of health care benefits. The parties agree that discussions concerning any changes in benefits or benefit coverage contemplated by KFHP, Inc. should be joint and should be initiated no less than six months prior to the effective date of any proposed changes, and that such discussions should be conducted no less than three months prior to the new effective date.

Effective January 1, 2019, IUOE Local 501 will transition to the Southern California non-flex HMO plan. Other than IUOE Local 501, there will be no changes to active medical benefits for Alliance members in any region in 2019.

There shall be no changes to the Colorado active medical flex plans covering IUOE Local 1, UFCW Local 7 Professionals, and UFCW Local 7 Mental Health during the term of this agreement.

There shall be no changes to the active medical plans applicable to UFCW Local 21 Pharmacy and UFCW Local 21 Pro Tech in Washington during the term of this agreement. UFCW Local 21 Pharmacy and UFCW Local 21 Pro Tech hereby withdraw from the KP Washington benefits coalition effective with the reopener negotiations for the January 1, 2022, active medical plans.

Effective January 1, 2020, the parties agree that all eligible employees in the Georgia, Northwest, Southern California and Mid-Atlantic States regions shall transition to the regional non-flex HMO plans with a \$10 office visit co-pay based on a "Kaiser Foundation

AHCU / KP National Bargaining Tentative Agreements

November 10, 2021

Health Plan Traditional HMO Plan," as described in Exhibit 2.B.1.b. There shall be no cost share for these plans except as noted below:

- The 2018 Mid EPO premium cost-sharing methodology will apply to the Georgia region plan (no cost sharing for employee-only coverage for full-time employees.)
- The existing premium cost-sharing methodology will apply to the Mid-Atlantic States region plan. The Mid-Atlantic States Point of Service plan will be available to employees who remain active in the plan subject to Section 2.B.1.f.
- The 2018 flex Plan B cost-sharing methodology will apply in the Northwest region (no cost sharing for full-time employees). All eligible employees subject to fixed-premium cost sharing under a local agreement will remain subject to the fixed-premium cost sharing. Part-time eligible employees (20 or more scheduled hours and less than 32 scheduled hours) in OFNHP Professionals, OFNHP Lab Professionals and ILWU Local 28 who are actively covered by flex Plan C or flex Plan D during 2019 will have no premium cost sharing beginning January 1, 2020. During December 2019, OFNHP Professionals, OFNHP Lab Professionals and ILWU Local 28 employees actively covered by flex Plan B during 2019 will have a "2019 net medical credit amount" calculated, if any. The "2019 net medical credit amount" is the sum of actual net medical credits provided to employees enrolled in Plan B in 2019 based on actual coverage level and scheduled hours per month during 2019. In March of 2020 and 2021, each eligible employee with a "2019 net medical credit amount" will receive a taxable lump sum equal to that amount.
- Effective January 1, 2022 the imaging, lab tests and special procedures copays for KPNW will be eliminated and be covered at 100%.
- Effective January 1, 2022, the hospital admission copay for KPGA will be reduced from \$250 per admission to \$100 per admission.
- Effective January 1, 2022, the out-of-pocket maximum for KPMAS will be reduced from \$3500 for individual and \$9400 for family to \$1500 for Individual and \$3000 for family.

For all options, emergency room visit copays for active employee medical plans will be as follows:

- California and Northwest: \$50
- Georgia, Mid-Atlantic States and Colorado: \$100

It is understood that if a member is admitted as a result of an emergency room visit, the emergency room copay will be waived.

This provision will supersede any contrary provisions in the local collective bargaining agreements.

AHCU / KP National Bargaining Tentative Agreements

November 10, 2021

The provisions of Sections 2.B.1.b. (1 and 2) shall not apply to employees covered under the UNITE HERE Local 5 trust, which is provided for in Section 2.B.1.b.3. below.

2. Transition from Flex Plans

Effective January 1, 2020, UNAC UPSC, UNAC KPMWON, UNAC SCNSC, UNAC UTSC, OFNHP Local 5017 Professional, OFNHP Local 5017 Lab Professional, ILWU Local 28, UFCW Local 1996 Clerical/Technical and UFCW 1996 Professional shall transition to the appropriate new regional non-flex HMO plans, and the existing active medical flex plans shall be discontinued. (Colorado IUOE Local 1, UFCW Local 7 Professionals and UFCW Local 7 Mental Health will remain in the current active medical flex plans.)

Effective January 1, 2020, UNAC UPSC, UNAC KPMWON, UNAC SCNSC, UNAC UTSC, OFNHP Local 5017 Professional, OFNHP Local 5017 Lab Professional, ILWU Local 28, UFCW Local 1996 Clerical/Technical, UFCW 1996 Professional, IUOE Local 1, UFCW Local 7 Professionals and UFCW Local 7 Mental Health shall transition to the appropriate new national Alliance dental plan, and the existing dental flex plans shall be discontinued.

The remaining components of existing regional flex plans, including but not limited to supplemental medical, ADD, life insurance, and disability plans, shall continue unchanged. The flex pricing and associated credits shall remain unchanged, except for the credits associated with the above plans removed from flex.

For the Alliance:

 11/12/21

Hal Ruddick **Date**
Executive Director
Alliance of Health Care Unions

For the Employer:

 11/13/2021

Steve Shields **Date**
Senior VP National Labor Relations
Kaiser Permanente

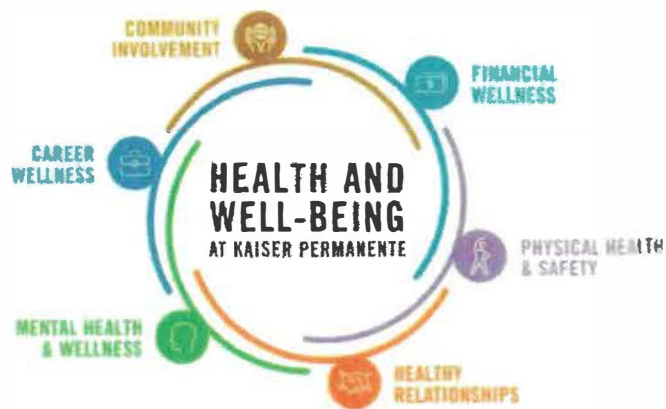
2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Patient and Worker Safety

Deliverable __:


Replace existing Exhibit 1.H.2. (p. E.19) with the following:

KAISER PERMANENTE WELL-BEING MODEL




To create the most **resilient, thriving workforce** in health care by creating a culture of safety, health and well-being for the people who power KP

Agreed:



Hal Ruddick
Executive Director
Alliance of Health Care
Unions
11/11/21
Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente
11/11/2021
Date

2021 Alliance National Bargaining – Tentative Agreement





Subcommittee: Patient and Worker Safety

Deliverable 2: Reporting of Injuries, Incidents and Near Misses

Recommendation 1. Utilize the Just Culture language to aid in the reporting of near misses

Recommendation 2. Establish recognition program for patient and worker safety for the reporting of injuries, incidents and near misses (e.g., Good Catch and Mahalogram)

Agreed:

	
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente
	
Date	Date

Note: The joint Contract Language Team will finalize actual language at a later date.


2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Patient and Worker Safety

Deliverable 3: Psychological Safety, Recommendation 4


Retain 24/7 EAP line (temporarily funded)

Agreed:

 10/11/21

Hal Ruddick
Executive Director
Alliance of Health Care
Unions

Date

 11/11/2021

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Patient and Worker Safety

Deliverable 4: Prevention of Workplace Violence

Recommendation 1: Update and enhance current PWV language (Section J.6, page 42):

- a) Establish:
 - i. LMP committees in each market, and
 - ii. Reporting mechanism from local/market PWV committee to National PWV committee.
- b) Update “LMP Co-Chairs” to “LMP Tri-Chairs” for receipt of the National LMP Committee recommendations.

Recommendation 2:

Revise existing Exhibit I.J.6 (add highlighted language)

WORKPLACE VIOLENCE PREVENTION

Areas of Focus for the National Team:

Education and Training Focus:

- » Catalog current trainings in the various forums;
- » Spread successful practices and implement consistently; and
- » Develop new trainings, as needed. These trainings should address the various forms of violence in the workplace.

EAP Focus:

- » Ensure EAP resources are consistent throughout all Regions;
- » Identify inventory and make sure it is known throughout all the Regions; and
- » Identify other opportunities, such as sensitivity training regarding intentional and unintentional bullying.

Organizational Consistency Focus:

- » Involve Labor, program-wide, in the Threat Management Team (TMT) process;
- » Consistently implement TMT throughout all Regions; and
- » Educate and promote about available event notification system
- » Identify successful violence prevention practices and training (e.g., de-escalation training, Green Blanket program, a violence prevention “toolkit” available to managers and frontline employees) and make recommendations to spread consistently throughout the Regions.

Note: The joint Contract Language Team will finalize actual language at a later date.

2021 Alliance National Bargaining – Tentative Agreement



Data and Reporting Focus:

- » Provide appropriate/relevant data during the market/local/service area LMP monthly/quarterly meetings
- » Identify the opportunity for a single data flow reporting process on events identified for common reporting. Include collecting and analyzing data and trends, and developing strategies to address them.

Communication Focus:

- » Develop a communication process which includes “Follow-Up” assurance with the originator of the concern or complaint; and
- » Develop a communication strategy to increase awareness of violence prevention programs and resources. For example: Prevention of Workplace Violence (PWV) SharePoint, Annual Awareness week; a Resource Guide; etc.

Agreed:

	
11/11/21	11/11/2021
_____ Hal Ruddick Executive Director Alliance of Health Care Unions	_____ Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente

Note: The joint Contract Language Team will finalize actual language at a later date.

November 3, 2021

D. WORKFORCE PLANNING AND DEVELOPMENT (p22)

1. TAFT-HARTLEY TRUST

a. Funding

A Taft-Hartley trust for Alliance unions representing employees of KFHP, KFH and the affected Permanente Medical Groups (the Ben Hudnall Memorial Trust), will be funded to provide for base services as well as comprehensive training and education programs and services in such areas as:

- (1) hard-to-fill/critical need, market-challenged positions;
- (2) qualified bilingual skills training;
- (3) preparation for new technology and new workflows; and
- (4) health care reform impacts.

For the duration of this agreement, the parties agree that the Joint Educational Trust will be funded annually. The funding calculation will be determined by a 0.50 percentage of the gross annual payroll of Alliance-represented employees participating in the Trust as of December 31 of the preceding year. Funds will be transferred to the trust annually according to the trust agreement. In addition, the Employer will contribute \$3 million annually to the Ben Hudnall Memorial Trust.

Effective June 1, 2022, the Employer will make a one-time payment of fifteen million dollars (\$15M) to the Ben Hudnall Memorial Trust.

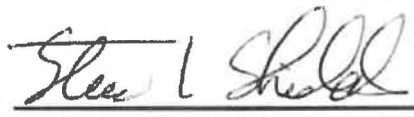
Furthermore, the Employer will contribute another \$1 million annually to the Ben Hudnall Memorial Trust for the purpose of providing enhanced training benefits for employees in the redeployment process, in addition to those benefits provided by the Employment and Income Security Agreement.

For the Alliance:

 11/11/21

Hal Ruddick Date
Executive Director
Alliance of Health Care Unions

For the Employer:

 11/13/2021

Steve Shields Date
Senior VP National Labor Relations
Kaiser Permanente

November 3, 2021

D. WORKFORCE PLANNING AND DEVELOPMENT (p22)

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- (2) qualified bilingual skills training;
- (3) preparation for new technology and new workflows; and
- (4) health care reform impacts.

For the duration of this agreement, the parties agree that the Joint Educational Trust will be funded annually. The funding calculation will be determined by a 0.50 percentage of the gross annual payroll of Alliance-represented employees participating in the Trust as of December 31 of the preceding year. Funds will be transferred to the trust annually according to the trust agreement. In addition, the Employer will contribute \$3 million annually to the Ben Hudnall Memorial Trust.

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Furthermore, the Employer will contribute another \$1 million annually to the Ben Hudnall Memorial Trust for the purpose of providing enhanced training benefits for employees in the redeployment process, in addition to those benefits provided by the Employment and Income Security Agreement.

For the Alliance:



Hal Ruddick **Date**
Executive Director
Alliance of Health Care Unions

For the Employer:



Steve Shields **Date**
Senior VP National Labor Relations
Kaiser Permanente

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Problem and Dispute Resolution

Alliance Kaiser Permanente Dispute Resolution Process 11102021

Replace Sections 1L2 and 2C with new Section 3D as follows:

Dispute Resolution Process

The goal of dispute resolution is to resolve problems at the level at which the problem arises. It is the intent of the parties that 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.

However, understanding that there may be times when disputes arise concerning the interpretation or application of this National Agreement, the parties have agreed to the following process.

Each step has a 60-day timeline. All timelines in the process can be extended with mutual agreement. Disputes should be resolved at the lowest possible level using an Interest Based approach.

Step 1: A dispute covered by the National Agreement must be submitted by the filing party within 60 days after the moving party becomes aware of the potential violation of the National Agreement.

Step 2: The dispute is received by a labor and management pair who will review/triage the dispute and determine who the appropriate stakeholders would be to help resolve the dispute. The criteria used to triage the dispute will include but not be limited to the following:

- Is the dispute economic or non-economic?
- Is the dispute a national issue or market issue?
- Does the dispute impact a single market or multiple markets?
- Is the result of the dispute precedent setting or non-precedent setting?
- Who are the appropriate parties needed to resolve the dispute (e.g., Benefits, Total Compensation, etc.)?
- Has the dispute been fully explored at the market level?

If it is determined the dispute should be resolved in the market, the dispute will be sent to the market and they will have 60 days to resolve, giving regular updates to the triage team. If it is determined the dispute should be resolved nationally, Step 3 starts.

Step 3: A Labor and Management pair will have 60 days to complete a fact-finding and either resolve the dispute or escalate to step 4. The fact-finding is to gather information and

2021 Alliance National Bargaining – Tentative Agreement

supporting documentation from the submitting party/parties to use to resolve the dispute. The fact finding must be completed at this step.

Step 4: If there is no resolution at step 3, the dispute will be escalated to the Tri-chairs or their designees. The Tri-chairs or designees have 60 days to resolve the issue or escalate to step 5, a national panel.

Step 5: Dispute is put on the National Panel calendar for hearing.

Exhibit 3D

Guidelines for Dispute Resolution Process:

Dispute Filers:

- Will use the appropriate approved form bringing the dispute
- Submission of dispute within 60 days or dispute will be barred
- Submission of all relevant documents before the completion of the fact finding 60-day timeline
- Actively collaborate with Fact Finders in framing the dispute, collecting all relevant documents, and identifying witnesses

Fact Finders:

- Fact Finders must provide an accurate report with all relevant facts to be considered to the Tri-Chairs (facts and documents not provided or submitted late will not be considered in resolving the dispute, except to respond to issues that arise in the hearing)
- In collaboration with the dispute filers and responders, Fact Finders should identify all witnesses and attach all documents that bear on the dispute in their report.
- Fact Finders may take an active role in asking questions to develop a more comprehensive record
- Fact Finders should attempt to mediate the issue
- Fact Finders should try to agree on facts. If they cannot, each side can state its understanding of the facts separately; however, this should be avoided whenever possible

Panelists:

- Panelists must receive all documents at least 10 days prior to a panel
- Witnesses must be identified at least 10 days prior to a panel
- Panelists may take an active role in asking questions to develop a more comprehensive record and possibly settle the dispute
- The panel will seek to expedite the presentation of information from relevant parties

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- Panelists should be active in trying to settle disputes prior to decision
- Panelists may share preliminary findings in order to encourage settlement before issuance of a binding decision
- The parties may consider establishing panels to hear all disputes within a time frame (e.g., one year) to facilitate settlement and promote consistency of decisions.

Advocates:



- A meeting shall occur between the advocates at least 10 days prior to a panel to: (1) exchange documents; (2) identify witnesses; (3) stipulate to facts and exhibits in an effort to limit the need for testimony; and (4) attempt a potential settlement of the subject dispute
- The advocates will cooperate and seek to resolve the dispute in the spirit of partnership

Third Party Neutral:

- Third Party Neutral may take an active role in asking questions to develop a more comprehensive record in an effort to resolve the dispute
- Shall seek to settle the dispute in discussions with the parties' advocates and with the panels.
- Shall provide a concise written determination within 30 days following the completion of the panel dispute if no settlement can be achieved
- The Third Party Neutral may request more documents and information than has been provided through the Fact-Finding process
- There will be no transcripts or briefs unless agreed upon by the parties or requested by the Third Party Neutral.

The parties will schedule quarterly panels annually

Agreed:

	
11/10/21	11/10/2021
_____ Hal Ruddick Executive Director Alliance of Health Care Unions	_____ Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente

1

2021 Alliance National Bargaining – Tentative Agreement



Subcommittee: Problem & Dispute Resolutions

Recommendation 2 (Deliverable 2):

Develop an annual refresher for UBT's and LMP Councils on how to use IB conversations in everyday interactions and problem solving:

- a. The refresher should be experiential (story based) so it resonates and sticks with people and positions them to apply the concepts to every day working and personal lives
- b. It should be short (30-60 minutes)
- c. Base content on the IBPS/CDM training that is currently being redesigned by the Learning Team. The redesigned training will have 2 components:
 - How to use IB conversations in everyday interactions and problem solving
 - More advanced content for Issue Resolution and Facilitators
- d. The refresher should be accessible on KPLearn
- e. Provide the refresher to each UBT using normal meeting time. It could be facilitator led or via KPLearn. In either case the UBT (labor and management together) should receive the refresher in-person
- f. Provide the refresher to each LMP Council. Include clarification on the escalation process and their role in it
- g. Use existing resources (e.g., UBT Consultant, APR, LMP Trainers, the folks that support UBT's) to do the training, if facilitator led
- h. Make up session (virtual/KPLearn) for those who missed the refresher
- i. Add the refresher to UBT P2P (Training dimension, level 2)

Agreed:

	
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente
11/11/21	11/11/2021
Date	Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Problem & Dispute Resolutions

Recommendation 1 (Deliverable 1):

Develop an easy to read, accessible guide showing the purpose of 1L2 and 2C, the path from initiation through escalation, the type of dispute it is designed to address, and other relevant information (including contact information).

- a. Delegate development to a small joint group appointed by the LMP Tri-chairs
- b. Timeline to begin/complete the work: start no more than 120 days following finalization of the processes and finish within 9 months. The timeline may be extended by mutual agreement
- c. Deliver to the LMP Tri-chairs for review and approval
- d. Put it on the LMP website
- e. Develop a plan for cascading communication, starting with presentation to the Regional and Local LMP Councils
- f. Consider including the guide in the annual refresher (see Recommendation 2) and other training modules
- g. Review the guide annually and update as needed for accuracy (track versions)


Agreed:



Hal Ruddick
Executive Director
Alliance of Health Care
Unions



Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente



Date


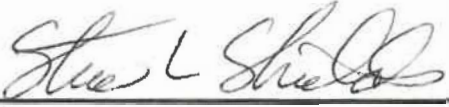

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Problem & Dispute Resolutions

Recommendation 6 (Deliverable 2):

- The National LMP Learning Staff, overseeing a small group of SMEs, will develop guidance on techniques to get unstuck in IR. The group would engage with other SMEs for input, as needed, including SMEs within the national learning group and representatives of this subcommittee.
- Output could include one of the following:
 - A “quick guide”: a short (1 page), narrowly focused guide on techniques to get unstuck
 - A virtual tool kit posted on the LMP website: resources/guidance that will help participants work through issues
 - FAQ’s
- Whichever option is selected, keep it short and simple.
- The group should start work within 3 months of ratification and finish within 6 months.
- The assumption is that we can rely on the knowledge/experience of SMEs and may not need to create new material.
- The Tri-chairs should review progress monthly. The timeline can be extended by mutual agreement.
- The Corrective Action process is out of scope for this group.
- The intended audience is people stuck in IR and facilitators.

Agreed:

	
_____ Hal Ruddick Executive Director Alliance of Health Care Unions	_____ Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente
	
Date	Date

November 10, 2021

3. OTHER BENEFITS (p68)

All employees will be offered the following:

a. Dependent Care Spending Account

A Dependent Care Spending Account (DCSA) option will be provided to employees eligible for benefits. This account is a voluntary plan that allows the employee to set aside pretax dollars to pay for eligible dependent care expenses. The maximum DCSA annual contribution will be \$5,000. DCSA may be used to pay for certain expenses for eligible family members as permitted under the Internal Revenue Code.

b. Survivor Assistance Benefit

The survivor assistance benefit will cover employees who are eligible for benefits. This benefit will provide the employee's chosen beneficiary(ies) with financial assistance upon the employee's death. The amount payable is equal to one times the employee's monthly base salary (prorated for part-time employees based on regularly scheduled hours). Should death occur while the employee is on a leave of absence of less than one year, the beneficiary(ies) will continue to be covered by this benefit.

c. Workers' Compensation Leaves of Absence

Effective with workers' compensation leaves of absence commencing on or after October 1, 2000, up to 1,000 hours of workers' compensation leave(s) may be used toward determining years of service for purposes of meeting the minimum eligibility requirements for retirement or post-retirement benefits.

d. Disability Insurance

Eligible employees in the Southern California and the Northwest regions who are not in a flexible benefits program shall receive short-term and long-term disability insurance coverage in accordance with the general description of the benefit levels as stated in Exhibit 2.B.3.d. A bargaining group in the above-mentioned regions with superior short-term and/or long-term disability coverage provided under local collective bargaining agreements shall maintain that coverage.

e. Employee Health Care Management Program

Kaiser Permanente will offer a comprehensive Employee Health Care Management Program to help employees manage their chronic diseases and other existing health issues. The goal of the program will be to reduce the incidence of these chronic diseases among employees. The Employee Health Care Management Program will be integrated with existing care management and employee health programs at the local level. The parties will jointly design an Employee Health Care Management Program, and prepare an implementation plan to include a staffing plan, in the first year of the Agreement. The program will include metrics that measure the success of and gaps in the program and identify successful practices.

f. Revised Dental Benefit

AHCU / KP National Bargaining Tentative Agreements

November 10, 2021

Effective January 1, 2016, the annual maximum for adults will be \$1,500 for all regions and the lifetime maximum for child orthodontia shall be \$1,500 for all regions. A Preferred Provider Network (PPO) shall be offered in Southern California.

Effective January 1, 2020, Kaiser Permanente will offer only a Preferred Provider Network (KP-PPO) in all regions (as described in Exhibit 2.B.3.f.), except as described below:

- **Southern California Region:** The dental health maintenance organization (DHMO) period, as described in local agreements, remains effective for the applicable initial service period. The KP-PPO shall be offered as an option following the applicable DHMO period.
- **Northwest Region:** Only KFHP Dental Plan A provided by the Permanente Dental Associates shall be offered by the employer. Any local with the option of a trust will maintain the option to select the trust. (See Exhibit 2.B.3.f.)

This provision will supersede any contrary local collective bargaining agreements, except it shall not apply to any Taft-Hartley trusts for dental benefits.

g. Life Insurance

The Employer will provide a minimum of \$50,000 in life insurance coverage for all benefited employees. Employees may purchase additional coverage through the Employer (see 2.B.3.h. below).

h. Benefits by Design Voluntary Programs

Beginning January 1, 2017, insurance benefits found in the Benefits by Design voluntary program, which are offered nationally to non-represented employees, will be made available to employees eligible for benefits on an after-tax basis, subject to the satisfaction of any insurer requirements. The available options may include long-term care insurance, legal services insurance, additional term life insurance, identify theft maintenance, auto and homeowners insurance, and pet insurance. Any improvements made for non-represented employees will be offered to eligible Alliance-represented employees.

i. UFCW Local 1996 and Employers Legal Assistance Fund

Effective October 1, 2015, the Employer shall increase its contribution to the UFCW and Employers Legal Assistance Fund to \$8 per month per benefited employee in the UFCW Local 1996 bargaining unit.

Effective January 1, 2023, the Employer shall increase its contribution to \$9 per month per benefited employee.

j. Flexible Benefits

Effective January 1, 2020, for the following groups medical and dental are excluded from the flexible benefit options and credits: UNAC Pharmacists, UNAC KPMWON, UNAC SCNSC, UNAC UTSC, OFNHP Local 5017 Professional, OFNHP Local 5017 Lab Professional, ILWU Local 28, UFCW Local 1996 Clerical/Technical and UFCW Local 1996 Professional.

AHCU / KP National Bargaining Tentative Agreements

November 10, 2021

Effective January 1, 2020, for IUOE Local 1, UFCW Local 7 Professional and UFCW Local 7 Mental Health, dental is excluded from the flexible benefit options and credits.

The remaining components of existing flex plans will continue unchanged.

This provision will supersede any contrary local collective bargaining agreement and the National Agreement.

k. Citizenship Fee Assistance

Effective January 1, 2023, the employer agrees to reimburse the eligible employees who are lawful permanent residents for the cost of applying for U.S. citizenship. This cost shall include the filing fee for the application for naturalization (currently Form N-400), the applicable biometrics fee and citizenship classes. Employees will also receive a paid day off to attend their Naturalization ceremony to become a U.S. citizen. To be eligible, employees must be regularly scheduled to work 20 or more hours per week at the time they apply for citizenship.

For the Alliance:

 11/12/21

Hal Ruddick **Date**
Executive Director
Alliance of Health Care Unions

For the Employer:

 11/12/2021

Steve Shields **Date**
Senior VP National Labor Relations
Kaiser Permanente

2021 Alliance National Bargaining – Tentative Agreement



Section 2B1b3

Replace first paragraph with the following:

Effective January 1, 2022, the monthly employer contribution paid to the AFL Hotel and Restaurant Workers Health and Welfare Fund (Trust Fund) covering members and retirees of UNITE HERE Local 5 shall be increased to a total composite rate per eligible bargaining unit employee made up of (1) the monthly total premium charged by the Kaiser Foundation Health Plan to the Trust, provided the Trust timely pays the full amount of premiums charged by Kaiser Foundation Health Plan, for the Alliance non-flex HMO Hawaii plan and (2) \$388 monthly for dental, optical, Retiree coverage and other benefits supplemental to the KP plan as determined by the trustees of the Trust Fund, increasing to \$400 effective January 1, 2025.

Note: the Alliance non-flex HMO Hawaii plan details are described in the document TA'ed on 11.11.21.

Agreed:

	
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente
11/14/21	11/12/2021
Date	Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Economics


Life Balance Days for UFCW and USW L7600

Add to Section 1.C.3.c.:

All unused personal days will be converted at 50% of value to cash at the end of each year.

Effective January 1, 2022, UFCW and USW L7600 employees in the SCAL Market who are eligible to receive Life Balance Days shall have all unused Life Balance Day hours at the end of the calendar year rolled over into the employee's vacation account. Life Balance Day hours deposited into the employee's vacation account shall remain in the vacation account for the employee's use as vacation time.

Agreed:

 11/12/21

Hal Ruddick
Executive Director
Alliance of Health Care
Unions
Date

 11/12/2021

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente
Date

2021 Alliance National Bargaining – Tentative Agreement





Subcommittee: Economics

KPNW OFNHP RN and ONA RN Wage Scale Adjustment

10/1/2021 *on* *for* *SS*

Effective ~~120 days following ratification of the Alliance National Agreement~~, the Employer will implement a wage scale adjustment of \$2.50 per hour, at all steps for all positions in each of the affected units, in addition to the agreed Across the Board wage increases (RN72, RN73, RN76, RN86, ON72, etc.)

Agreed:

	
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente
	
4/13/21	11/13/2021
Date	Date

2021 Alliance National Bargaining – Tentative Agreement

Retiree Medical HRA – KP Washington



Add to Section 2.B.2.i.(7):

(7) **Washington Region.** This Section 2.B.2.i. shall not apply to eligible retirees in the Washington Region, except effective January 1, 2019, any retiree who has at least 15 years of service and is at least age 55, as of the date of retirement, shall receive only an Employer allocation to an HRA at the time of retirement in the amount of \$250 per year of service, subject to the "Retiree Medical HRA and HRA Supplement Rules of Application." Employees of Group Health Cooperative on the date of acquisition will have prior service included in years of service.

Effective January 1, 2020, this HRA will increase from \$250 per year of service to \$350 per year of service.

Eligible employees who retire on or after January 1, 2022, shall receive only an Employer allocation to an HRA at the time of retirement in the amount of \$1,000 per year of service, subject to the "Retiree Medical HRA and HRA Supplement Rules of Application."

Agreed:

	
11/4/21	11/13/2021
_____ Hal Ruddick Executive Director Alliance of Health Care Unions	_____ Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente
Date	Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Economics

KPWA UFCW Local 21, Optical and Pharmacy Units, Pension Trust Funding

Add to/Revise second to last paragraph in Section 2.B.2.b.

Employees who are represented by the UFCW Local 21 Optical and Pharmacy Units and who are participants in Taft-Hartley trusts will receive an increase in the current Employer contribution equal to an additional \$0.06 cents per hour beginning the first of the month following ratification of the agreement; an additional increase of \$0.136 cents per hour beginning January 1, 2022; an additional increase of \$0.136 cents per hour beginning January 1, 2023; and an additional increase of \$0.03 cents per hour beginning January 1, 2024. **But in no event shall the Employer contribution rate be less than the required hourly contribution rate under the SRT rehabilitation plan applicable schedule.**

The intention of the parties is to transition to the UFCW Variable Annuity Pension Plan (Sound VAP), by January 1, 2025, provided all employer concerns can be satisfactorily addressed. The parties agree to form a committee within 30 days of ratification to review the issues involved in a potential transition to the Sound VAP, and the committee shall complete its work by April 1, 2022. Effective January 1, 2025, the employer shall contribute minimum total retirement contributions (for SRT and VAP or mutually agreeable alternative) on behalf of these employees equivalent to:


The amount equal to (Percentage below) of the Salary for the employees under the bargaining unit agreement; notwithstanding the foregoing, in no event shall the contribution to the VAP be less than 125% of the base contribution to the SRT as of the effective date of the VAP per hour for each eligible participant.

Year	Optical	Pharmacy
1/1/2025	7.0%	6.3%

Agreed:


Neil Giddick
Executive Director
Alliance of Health Care
Unions

11/13/21
Date


Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

11/13/2021
Date

November 10, 2021

b. Defined-Benefit Retirement Plan (pg. 60)

1. Employees represented by Alliance unions are covered by the defined-benefit retirement plans listed in Exhibit 2.B.2.b. The benefits will be governed by the plan documents in effect for each plan, as well as the Letter of Agreement between the parties regarding pension multipliers made effective January 7, 2002, and modified by a subsequent agreement between the parties dated May 22, 2003, as well as the Letter of Agreement regarding early reduction factors made effective August 19, 2002 (all attached as Exhibit 2.B.2.b.).
2. Those bargaining units with higher multipliers currently provided under local collective bargaining agreements will maintain the higher multipliers in accordance with those agreements.
3. The parties remain committed to working on a joint vision and consistent strategy for retirement programs. To that end, a joint committee will be established in the first year of this agreement to review the pension benefits provided in Section 2.B.2.b. and reflected in Exhibit 2.B.2.b. The purpose of the review will be to explore retirement income programs for the purposes of recruiting and retaining employees, controlling costs and liabilities, and ensuring meaningful and predictable income to KP retirees. The joint committee will provide annual reports on its progress and will make consensus pension recommendations at the next round of national bargaining.
4. SCAL UFCW Pharmacy Pension Trust Funding. For employees who are represented by the UFCW in SCAL and participants in the Taft Hartley trusts, pension contributions may be increased as follows:

In the event that (1) the actuary certifies that the Plan is in an endangered status or seriously endangered status under section 432(b)(1) of the Internal Revenue Code, or (2) the actuary certifies that the Plan is projected to be in critical status within five years, but the Trustees do not elect for the Plan to be in critical status under section 432(b)(4) of such Code, or (3) the actuary certifies that the Plan is not in endangered status by reason of section 432(b)(5) of such Code, then, in addition to the contribution rate, the Employer shall make a supplemental contribution of \$0.085 per employee per hour, beginning with the hours worked in the month of June during the year in which such actuarial certification is made. In the event that the actuary certifies that the Plan is in critical status with respect to any year following a year in which supplemental contributions are due under this paragraph, the Employer will no longer owe such supplemental contributions for hours worked beginning 30 days after the Employer has been notified by the Trustees that the Plan is in critical status, and the automatic Employer surcharge under section 432(e)(7) will be determined on the basis of the hourly contribution rate of \$1.696.

~~Employees who are represented by the UFCW and participants in the Taft Hartley trusts will have an Employer contribution of 7.9 cents per hour in each year of the agreement to address Pension Protection Act "red zone" issues.~~

AHCU / KP National Bargaining Tentative Agreements

November 10, 2021

5. Effective October 1, 2021, the Employer agrees to increase its contribution to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers from five dollars and fifteen cents to five dollars and thirty cents (\$5.30) for all hours paid and/or worked for each Bargaining Unit employee. The Employer contribution will increase to five dollars and 40 cents (\$5.40) on October 1, 2022, to five dollars and 50 cents (\$5.50) on October 1, 2023 and to five dollars and sixty cents (\$5.60) on October 1, 2024.
6. Effective January 1, 2020, the Georgia, Hawaii, and Mid-Atlantic States regions will increase the pension multiplier from 1.40% to 1.45%.

For the Alliance:

 11/13/2021

Hal Ruddick Date
Executive Director
Alliance of Health Care Unions

For the Employer:

 11/13/2021

Steve Shields Date
Senior VP National Labor Relations
Kaiser Permanente

2021 Alliance National Bargaining – Tentative Agreement


Subcommittee: Economics

LMPT Funding

Add to/Revise Section 1.B.3. Joint Partnership Trust as follows:

Effective October 1, 2021, the Employer will contribute to the Kaiser Permanente – Alliance of Health Care Unions Labor Management Partnership Trust at the rate of \$8 million annually. Each year of this Agreement, the Employer will contribute an additional amount equal to 2% of the parties' total combined contributions. In addition, on April 1, 2022, Kaiser Permanente will make a one-time contribution of \$1 million for reserves/additional expense to support the work of the Affordability and Competitiveness Task Force.

Agreed:

 11/13/21

Hal Ruddick
Executive Director
Alliance of Health Care
Unions

Date

 11/13/2021

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2021 Alliance National Bargaining – Tentative Agreement

Subcommittee: Economics

Affordability and competitiveness task force:

Within 30 days of ratification, the Alliance and KP agree to form a national, high level task force to explore issues of affordability, market position, and competition affecting the future of KP in each of its markets.

Mission: The mission of this work is to ensure sustainability and prosperity (superior organizational performance) in each market/sub-market, and to leverage the skills, knowledge, and abilities of frontline employees, managers, union leaders and stakeholders. The task force will reach a common understanding among labor and management leaders on the challenges and opportunities facing Kaiser Permanente and identify cost saving and efficiency opportunities.

Structure and resources: The Executive Director of the Alliance, the CHRO of the Health Plan, and the COO of the Permanente Federation will be the executive sponsors of this work.

The task force will consist of five team members each from the Alliance and KP. The task force will meet at least monthly during the term of the National Agreement. The national task force will provide sponsorship and accountability for the establishment affordability and competitiveness task forces by the Alliance and Kaiser Permanente in each market.

The parties agree to support this task force with staff, data analysts, communications, and executive sponsorship. Facilitation will be provided through the LMP trust. Analysis, data collection and review will be undertaken jointly, using a partnership interest-based approach and full transparency of relevant data.

Action Steps

The task force will commission a market wage survey to be completed by July 1, 2022, by a neutral third-party consultant for use by the task force. The parties will jointly agree upon the parameters and comparators to be used in the study.

The task force will explore issues of affordability, market position, and competition affecting the future of KP in each of its markets and submarkets. To that end, the task force will jointly assess:

- * How to define markets and submarkets.
- * KP's competitive position within each market and submarket in which it operates in sustainability, price position/affordability, cost structure, operating margin, quality, service, and other factors.
- * Important metrics of KP success: growth and membership retention, operating margin, rate position, payor mix, care equity, employee experience, access to care, member experience, brand reputation, magnet status, and employee recruitment and workforce needs.

The task force will consider ways to promote KP's success and affordability such as:

- * Using the right person for the right work
- * Innovative models of care

2021 Alliance National Bargaining – Tentative Agreement

- * Improved integration
- * Expense reduction
- * Becoming more nimble
- * Attendance
- * Innovation in Partnership
- * Automation and technology
- * Engaging unions to promote KP growth
- * Recruitment, retention, and compensation

Recommendations to address competitiveness and related issues proposed by labor or management will be evaluated by the task force in partnership.

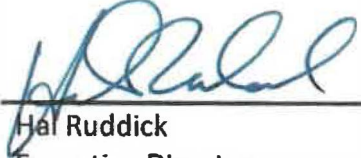



The task force will identify cost savings initiatives which can be implemented in order to meet the affordability goal under the Alliance PSP.

~~Any action taken as a result of the~~ Task Force ~~analysis~~ recommendations will be by mutual agreement, and findings of fact and recommendations may also be referred to the next round of national bargaining.

Communication and Education

The parties will partner in creating joint messaging featuring labor and management leaders and front-line staff to educate on issues of competitiveness, affordability, and sustainability. The parties will collaborate to ensure that information spreads to the front-line including UBT's and other forums for educating and engaging front-line employees in identifying improvement and cost savings initiatives.

Agreed:

	
Hal Ruddick	Steve Shields
Executive Director	Senior Vice President
Alliance of Health Care	National Labor Relations, Kaiser
Unions	Permanente
	
Date	Date

2021 Alliance National Bargaining – Employer’s Counter

Subcommittee: Economics

Revise Section 2. A. 2. Performance Sharing as follows:

Performance sharing is intended to recognize that, through the Labor Management Partnership, employees and their unions have a greater opportunity to impact organizational performance, and employees, therefore, should have a greater opportunity to share in performance gains (See Exhibit 2.A.2.). The parties support the **Alliance** Labor Management Partnership Performance Sharing Program (**APSP**) as a way to continue the transformation of the organization, through Partnership, to a high-performing organization, and to share the success of the organization with employees covered by this Agreement.

The **Alliance-Kaiser Permanente** Strategy Group will be accountable for the **APSP**. The Strategy Group may, but is not required to, establish national factors each year that will be included in all regional and local programs, together with regional and local factors. The **APSP** goals will be aligned with national, regional, facility and unit goals. The **APSP** goals will be based on the principle of “line of sight” as much as possible. Regional **APSP** goals must include Quality, Service, Workplace Safety and Attendance. It is recommended that the Attendance goal be measured at the individual level.

Performance sharing is over and above base wage rates and will be based on mutually agreed-to performance factors and targets. The **APSP** is self-funded through operating margin. Performance targets will be set by region or national function. Regional **APSP** goals must include quality, affordability, service, workplace safety, and attendance. If targets are met, performance sharing opportunities will be as shown below for each year the Agreement is in effect. All amounts will be based on total payroll for employees covered by the Partnership in each region or national function. The 3% payout is a calculation based on total represented payroll by region or national function. A full explanation is contained later in this section.

- » **Year 1: 3% payout at target to be paid out in First Quarter 2022, based on 2021 performance.**
- » **Year 2: 3% payout at target to be paid out in First Quarter 2023, based on 2022 performance.**
- » **Year 3: 3% payout at target to be paid out in First Quarter 2024, based on 2023 performance.**
- » **Year 4: 3% payout at target to be paid out in First Quarter 2025, based on 2024 performance.**

The **APSP** depends on Partnership structures and processes that empower employees to have an impact on the program’s targeted factors. To afford employees a reasonable opportunity to earn the annual payouts, Partnership structures and processes must achieve critical thresholds to support the **APSP**. Further, jointly determined factors must be measurable against mutually agreed upon predetermined targets, with progress reported to employees quarterly throughout each year, where possible.

2021 Alliance National Bargaining – Employer’s Counter

As the Labor Management Partnership continues to grow and evolve, an important element is to ensure that employees share in the success of the organization as enhanced performance is achieved through the Partnership. Specifically, all Alliance union-represented employees will participate in the **APSP**, which provides an annual cash bonus opportunity based upon regional or functional area performance in the areas of quality, affordability, service, workplace safety, and attendance

The jointly designed program will reward Alliance union-represented employees for reaching mutually agreed-upon national, regional and/or local targets.

The following agreements are currently reflected in the **APSP**:

» All Kaiser Permanente employees covered under this Agreement shall participate in the **APSP**. This includes full-time, part-time, short-hour, casual, on-call and per diem employees.

~~» Other incentive, gain sharing or reward programs may currently cover some Labor Management Partnership employees. In such cases, employees may not receive a payment from the APSP in addition to a payment from a current program. Instead, employees shall receive the higher of either the APSP or their current program.~~

» At any time during the term of this Agreement additional subregional (local) plans may be mutually developed. In these instances, the covered employees will not receive a payment from both programs, but will receive a payment from the program that provides the highest payment.

» The program year shall be the calendar year, with a maximum of five mutually agreed-upon factors set by no later than year-end for the following year and communicated in January. **Effective starting with the 2023 PSP plan (paid in 2024) the affordability target set forth as outlined below.** The **APSP** shall run for the calendar year, with final results determined and payments issued during the first quarter of the year following the end of the program year.

» The **APSP** will establish mutually agreed-upon regional or functional annual targets with a bottom threshold (minimum payment) and an upper limit stretch target (maximum payment) in the areas of quality, affordability, service, workplace safety, and attendance. A financial gate will be established for all Regions. Regional or functional factors should be aligned with and to the extent appropriate and mutually agreeable may be similar or identical to, physician and/or managerial incentive programs. The percentage payouts listed above will be paid for achieving performance at targeted levels. Proportional payouts (i.e., higher or lower than listed above at target level) will be made for performance achieved that is either above or below targeted levels.

» In the event that the Region does not meet its financial gate, the maximum **APSP** payout will be capped at \$1,000 for eligible full-time status employees. **This alternative payout will be paid in proportion to the share of APSP attributed to each goal, based on performance toward each individual goal. (Example a goal assigned 10% of the overall PSP formula would pay out \$100 if target is met.)**

» While the factors measuring quality, affordability, service, workplace safety, and attendance may be different from region to region, the opportunity for reaching the selected targets shall be consistent across all regions.

2021 Alliance National Bargaining – Employer’s Counter

» Targets should be set to stimulate and reward improvement; however, from region to region there must be a reasonable and relatively equal opportunity to reach each of the targets.

» Employees must be in job classifications covered by this Agreement during the program year and be active on December 31 to receive a payment under the APSP for that year; however, employees who retire during the program year or prior to the payment date or transfer to another Kaiser Permanente job classification not covered under this Agreement shall receive a pro-rated payment based upon compensated hours attained during the program year in a job classification covered under the Partnership.

» Distribution of the performance sharing pool will be calculated as a percentage of the regional or functional total payroll, defined as total compensated hours times the established weighted average rate (WAR) for all employees represented by local unions who are party to this Agreement.

» Payouts will be made in the form of lump-sum bonuses proportional to the compensated hours of each employee; however, employees with 1,800 compensated hours or more in the program year shall be considered full-time employees for the purposes of the APSP and have their hours capped at 1,800 hours. Employees with compensated hours less than 1,800 hours shall receive a bonus pro-rated for compensated hours.

Affordability goal

The task force will identify and agree upon recurring savings from Alliance employment costs and operational costs impacted by the work of Alliance members. The parties will use an interest-based consensus decision-making process.

The projects will be reviewed and approved by mutual agreement, and the parties will mutually agree on the method of measuring cost savings. Costing will be verified by a neutral third party where the task force is unable to reach agreement on costing.

In support of the task force’s work, effective with the 2023 PSP (paid in 2024), the affordability goal will constitute 67% of the APSP formula. The target for the affordability goal will be the cost savings as defined below:

- The cost savings target for each year will be recurring savings of 1.5% of the total wage cost of all Alliance union represented employees for the calendar year prior to the bonus plan year (“total wage cost”), incrementally, in each of the following years: 2023, 2024, 2025. (Example in the 2023 PSP program year, to be paid in March of 2024, the 2022 total wage cost will determine the base.) Wage cost will be actual total payroll and will not include fringe and roll up costs.
- Credit will be given for savings in the year generated and will not be annualized. For example, if a single initiative realizes \$10 of savings in year one and \$90 in year two, \$10 will be credited in Year one and \$90 will be realized Year two.

The other 33% of the APSP goal will be divided among quality, workplace safety, service and attendance.

2021 Alliance National Bargaining – Employer's Counter

If the 1.5% annual recurring savings are realized in the calendar year, the affordability target will be met. Credit will be paid on a pro-rated basis, however 0.25% of targeted savings will be a minimum threshold to trigger a pro-rated payout.

0.25 RS for SS

Savings and payouts will be determined regionally, or by service area where that is the current practice.


New recurring savings must be realized in each bonus year to support the payout.

Agreed:

 11/12/21

Hal Ruddick
Executive Director
Alliance of Health Care
Unions

Date

 11/13/2021

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

The intention of the parties
is that credited savings will
recur on an ongoing basis.

However, in the event that a savings
which is anticipated to recur,
does not in fact recur due to
unanticipated circumstances, there
is no penalty in subsequent
years.

RS for SS



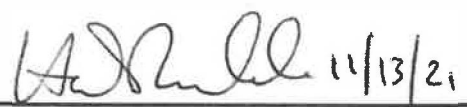
2021 Alliance National Bargaining – Tentative Agreement

Grievance Arbitrability

The parties agree that, in all Alliance local bargaining units, grievances that have arisen since the expiration of the applicable collective bargaining agreements shall be deemed retroactively governed by the renewed contracts, provided the grievances were timely filed and otherwise arbitrable.

The parties further agree that National Agreement disputes previously submitted and currently pending are not subject to the timelines provided in the revised dispute resolution process of the 2021 Alliance National Agreement.

Agreed:

 11/13/21

Hal Ruddick
Executive Director
Alliance of Health Care
Unions

Date

 11/13/2021

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 9, 2021

**Management Supposal to # M-2
"Tie Breaker"**

ARTICLE X - SENIORITY

1094 Tiebreaker

1095 In the event, two (2) or more employees have the same employment application date, the employee having the earliest time stamp on the employment application shall be considered as having the greater bargaining unit seniority for further tiebreaking purposes.

1096 In the event the preceding steps are insufficient to determine a relative seniority date, the parties agree that the employee ID Number will be used as a tie breaker lowest to highest. The employee with the lowest employee number will have the greater seniority.

INTENT OR APPLICATION: The current process no longer uses paper applications with date and time stamps. To address an ongoing concern regarding tie breakers, the parties agree to use employee ID numbers.

FOR THE EMPLOYER


Leonard R. Prymus 9/13/21
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 9, 2021

**Management Supposal to # M-8, U-10 and U-47
"Grow Your Own"**

Letter of Understanding

Within sixty (60) days post ratification, the Parties have agreed to resume previous discussions regarding expanded use of the parties Joint Workforce Planning and Development resources. Interests include continued discussions regarding Inexperienced/New Grad LVN programs and new levels of LVN to support it. In addition, to explore creative ways to leverage existing resources that might include but not limited to, career ladders, apprenticeship programs, promotional opportunities, preceptor program opportunities etc.

The Union has an interest in also exploring appropriate escalation if issues remain unresolved.

INTENT OR APPLICATION: Re-affirm the parties commitment to invest in our employees.

FOR THE EMPLOYER


Leonard ~~Amuv~~ 9/13/21
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 8, 2021

**Management Supposal to # M-3
"Overtime Equalization"**

ARTICLE VII - HOURS OF WORK AND OVERTIME

741 Overtime Equalization

742 Available overtime will be offered within each seniority section unit or department by classification. Overtime will be offered to full-time employees first and will be equalized to as great a degree as possible. If not filled by full-time employees, then overtime will be offered to parttime employees and equalized to as great a degree as possible. If not filled by part-time employees, then overtime will be offered to on-call employees and equalized to as great a degree as possible. Should all employees exercise their seniority for non-assignment of overtime in an attempt to prevent a draft situation, the Employer will offer available hours to qualified employees outside the job classification and then outside the seniority section, unit or department, by bargaining unit seniority. Should qualified employees outside the job classification and outside the seniority section, unit or department be unavailable (not volunteer), then the Employer will assign overtime by inverse seniority beginning with the least senior employee first among the entire section, unit or department based on classification seniority. Overtime rosters will be accessible to the affected unit and/or department employees.

(No Language change proposed; however the parties agree to meet within 60 days post ratification to develop a "Best Practice" and joint training protocol as a training and refresher guide for those groups not using technology to facilitate the Overtime Equalization process.)

INTENT OR APPLICATION: To address an ongoing concern with errors caused when assigning overtime or additional hours.

FOR THE EMPLOYER


Leonard R. Prymus
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 8, 2021

**Management Supposal to # M-9
"CBA Language Clean Up"**

Within thirty (30) days of ratification, the parties agree to continue Sub-Group Discussion regarding language clean up. Parties have identified clerical and grammatical errors that requires update. Challenges arise when attempts have been made to clarify intent of existing language. This requires greater historical research on both parts.

Propose to update clerical and grammatical errors that were identified and continue on-going discussions and review regarding intent and other areas. Memorialize any mutual agreements in signed letter agreements for inclusion in the next local bargaining session.

Any recommended changes that are intended to clarify a practice must be agreed upon by USW International Representative and Sr Labor Relations Representative.

INTENT OR APPLICATION: To allow the parties to move forward with identified language correction as discussed in 2021 sub-group.

FOR THE EMPLOYER


Leonard A. Prymus
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 8, 2021

**Management Supposal to # U43
"Alternative Work Schedules"**

(NEW) ARTICLE #4 -ALTERNATIVE WORK SCHEDULES

During the 2021 Local Bargaining negotiations, the Parties have agreed to establish consistent guidelines to facilitate interests in Alternative Work Schedules. Templates will be added to Appendix C as guidelines for consideration. Mutual agreement between the Employee, Local Management, and Local Union Representative is required.

The Templates will include the terms and conditions for the following agreements:

10 Hour Shifts Agreements (aka Four-Forty (4-40) Voluntary Ten (10) Hour Staffing at Straight Time Pay)

12 Hour Shift Agreement (aka Voluntary twelve (12) Hour Staffing at Straight Time Pay)

INTENT OR APPLICATION: To provide templates for consistency when establishing Alternative Work Schedules.

FOR THE EMPLOYER


Leonard V. Prymus
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc. Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 8, 2021

**Management Supposal to # U-23
"Lateral Moves"**

ARTICLE X - SENIORITY

1051 Lateral Moves

1052 A lateral move is defined as a change in job assignment within a classification, such as a change in medical center, department, entity, location, shift, scheduled days off, status, or combinations thereof within the service area.

INTENT OR APPLICATION: Clarification that a lateral move is within a service area.

FOR THE EMPLOYER


Leonard R. Prymus
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 8, 2021

**Management Supposal to # U-27
"Temporary Employees"**

ARTICLE XV - PART-TIME, ON-CALL AND TEMPORARY EMPLOYEES

1511 Temporary Employees

1512 Temporary employees shall mean those external employees hired for a specific period of time, not to exceed one hundred and eighty (180) calendar days to cover a vacancy for a specific employee. Temporary employees will not be extended beyond one hundred and eighty (180) calendar days. If it appears the need for the temporary employee will exceed the 180 days, the parties will meet and explore options. ~~to-repost~~ or agree to extend. Temporary employees shall not accumulate seniority for any purpose. The employer will provide written notification to the Union when temporary employees are hired. Temporary employees are excluded from Paragraph 1003 (Probationary Employees).

INTENT OR APPLICATION: To address Union's concern that temporary employees have been allowed to remain temporary beyond the 180 days.

FOR THE EMPLOYER


Leonard R. Prymus
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 8, 2021

**Management Supposal to # U-43
"Grievance Procedure"**

ARTICLE XI - GRIEVANCES AND ARBITRATION

1101 This Article, which shall be available to both the Union and the Employer, is to provide for the presentation and equitable adjustment of grievances. Should any difference(s) arise between the Employer and the Union relating to wages, hours of work, or other conditions of employment of any employee or group of employees, the dispute shall be disposed of in accordance with the provisions of this Article. The parties shall make every reasonable effort in "Good Faith" to resolve grievances at the lowest level of the process.

~~1118 The total number of meetings required in Step Three to reach a satisfactory conclusion shall be determined jointly between the representatives of the parties~~

INTENT OR APPLICATION: To re-affirm the party's commitment to resolving issues at the lowest level and to minimize and/or address barriers to resolution. Eliminate paragraph 1118 – as may appear to be a restrictive barrier to expediting step III grievances.

FOR THE EMPLOYER


Leonard R. Prymus
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: 09/20/21

**Management Supposal to # U-14
"Every Other Weekend Off"**

ARTICLE VII - HOURS OF WORK AND OVERTIME

721 Every Other Weekend Off Scheduling

722 Every full-time employee in the Fontana Medical Center Hospital Nursing Department in the classification of Licensed Vocational Nurse, Patient Care Assistant, and Unit Secretary; and in the Fontana Medical Center Respiratory Department in the classification of Respiratory Care Practitioner shall be regularly scheduled so that they are assured every other weekend off on a unit and shift basis.

~~When the interest presents from either party, upon mutual agreement, the parties may include other classifications throughout the service areas to the list of those identified below as being included in weekend rotational opportunities.~~

ABOVE

723 To the extent practicable and reasonable, part-time and on-call employees in the classifications identified in Paragraph

722 will be scheduled every other weekend off on a unit and shift basis. **724** Should individual affected employees desire not to be regularly scheduled with every other weekend off, they should so advise the Employer. Subject to staffing requirements, the Employer may grant this individual request.

725 The definition of a weekend shall be, for day and evening shifts, Saturday and Sunday, and for the night shift, Friday night for Saturday and Saturday night for Sunday.

726 It is recognized that split days off will be scheduled.

727 At the Employer's discretion the workweek may begin at 12:01 a.m. Sunday, or the shift changing hour nearest that time, in those departments, units, or classifications subject to every other weekend off scheduling.

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

INTENT OR APPLICATION: To explore and encourage the use of partnership discussions as necessary that might expand Every Other Weekend Off based on mutual agreement, in areas currently not listed in the CBA.

FOR THE EMPLOYER



Leonard R. Prymus
Sr. Labor Relations Representative

FOR THE UNION



9/29/21
Rosie Gonzales
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: 09/20/21

**Management Supposal to # U-26
"On Call Policy"**

ARTICLE XV - PART-TIME, ON-CALL AND TEMPORARY EMPLOYEES

1505 An on-call employee is an employee who is scheduled to work a minimum of twenty (20) hours per week but not more than forty (40) hours per week. All schedules will include at least two pre-scheduled days off per week.

1506 On-call variable employees are those employees that are scheduled at least twenty (20) hours per week but may be called in as needed to fill vacancies or to assist where additional work is necessary.

1507 On-call set employees are those employees who are regularly scheduled to work a specific schedule.

1508 All on-call employees are expected to accept and work additional hours. Overtime shall be awarded in accordance with Paragraph 741

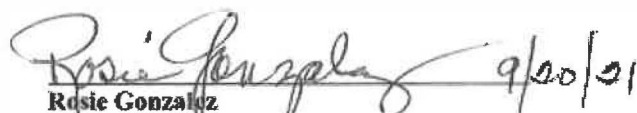
The parties agree to meet within ninety (90) days post ratification to establish standardized on-call availability policies.

INTENT OR APPLICATION: To address Union's concern that on-call employee must have 2 pre-scheduled days off a week of not being called in for work. This does not imply that the two (2) prescheduled days off must be consecutive.

FOR THE EMPLOYER


Leonard R. Prymus
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzales
International Representative, USW Local 7600

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

**Interest Supposals # M-7 & U-38
Temporary Agency Workers – “14 Step Process”**

Date: 9/13/21

1513 Temporary Agency Workers

1514 Temporary agency workers shall mean those workers who are selected by the Employer from a third-party vendor for a specific period of time to fill temporary needs not filled by other collective bargaining agreement processes

(Not a part of CBA language. Interest of the parties here created and U-38 to be included in appendix regarding the use of Temporary Agency Workers.)

INTENT OR APPLICATION: In response to the Union's interest to capture the “14 Step Process” in the Appendix to the CBA. To ensure proper protocol is followed when considering use of Temporary Agency Workers.

FOR THE EMPLOYER



**Leonard R. Prymus
Sr. Labor Relations Representative**

FOR THE UNION



**Rosie Gonzalez
International Representative, USW**

Kaiser Foundation Hospitals, Inc., Southern California Permanente Medical Group, submit the above additions, deletions and modifications to the Collective Bargaining Agreement and reserve the right to add to, subtract from or modify these proposals at any time during the course of these negotiations.

September 20, 2021

Ms. Rosie Gonzalez
USW International Staff Representative, Local 7600
16855 Arrow Blvd.
Fontana CA 92335

VIA FAX and US CERTIFIED MAIL

Re: Temporary Agency Workers

Dear Ms. Gonzalez:

During the 2005 local bargaining the parties agreed to work together to create a process designed to improve communication when considering utilization of outside temporary agency workers. This became known as a "14 Step Process." This Letter is to document the understanding reached during those discussions and reaffirm the employer's commitment to improved communication.

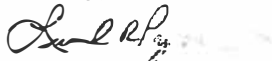
During the 2021 local bargaining the Parties re-affirmed the understanding that this process was not intended to act as a barrier to obtaining additional resources, but to ensure all available internal options were exhausted before Agency workers were secured. Local Managers must ask themselves:

HAVE YOU...

1. Contacted your Labor Partner?
2. Offered overtime according to the CBA?
3. Rearranged schedules to accommodate requirement?
4. Reviewed on-call staff's availability?
5. Scheduled available on-call employees?
6. Offered hours outside of classification?
7. Offered hours across the Service Area?
8. Ensured more desirable shift preferences, days off and start times have been offered to employees?
9. Ensured that the temporary worker will be filling the vacated position as scheduled?
10. Discussed with the Union partner available options to identify alternatives to hiring temporary agency workers?
11. Reviewed department attendance issues?
12. Engaged front-line staff for possible solutions?
13. Reviewed filled, vacated and posted positions?
14. Reviewed requirement for temporary agency worker periodically with Union Partner?

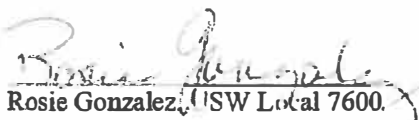
The Parties understand that these considerations encourage open communication regarding the use of Temporary Agency workers. In the event of unforeseen or extraordinary circumstances, it is understood that Management may need to deviate from this process and will notify the Union to discuss as soon as possible.

Sincerely,



Leonard R. Prymus
Sr. Labor Relations Representative

Agreed:


Rosie Gonzalez, USW Local 7600,
Staff Representative

cc: Kim Labiaga

Sept. 20, 2021
Date

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

AND

USW Local 7600

2021 Local CONTRACT NEGOTIATIONS

INTENT LANGUAGE

NEW OR REVISED CONTRACT LANGUAGE

Date: September 9, 2021

**Management Supposal to # M-1
"Per Diem Classification"**

ARTICLE XV – PART-TIME, ON-CALL, AND TEMPORARY EMPLOYEES

1509 Non-Benefited Positions

1510 Based upon mutual agreement with the Union, confirmed in writing, non-benefited positions of less than twenty (20) hours per week may be posted.

-NEW CBA SECTION-

Per Diem Employee

During the 2021 local negotiations, the Union and Management agreed to form a joint committee to develop a Per Diem minimum commitment and parameters agreement (e.g. seasonal and shifts in hard to fill classifications).

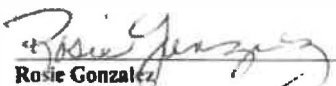
Such agreement will apply to all Per Diem employees and must be signed off by the USW International Representative and the Sr. Labor Relations Representative.

INTENT OR APPLICATION: Non-Benefited Position intended to provide flexibility in efforts to minimize and/or eliminate the need for split shifts, and to assist as opportunities to address part time scheduling challenges.

FOR THE EMPLOYER


Leonard ~~Reynolds~~ 9/13/21
Sr. Labor Relations Representative

FOR THE UNION


Rosie Gonzalez
International Representative, USW Local 7600

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