

6-6-23 Mgmt 1159pm

Distributed via hand on DATE: _____ at Time: _____
 Management reserves the right to modify this proposal

*Management proposal
 Housekeeping-Wage Scales Schedule A*

Initial proposal dated 6.6.2023

Printing error for job code 2177 Spec, Fee/Benefit Support classification. Classification has and is currently paid on the SE 50 wage scale. Error occurred during the 2019 – 2023 printing.

Incorrect wage scale (page 95)

Error SE, 50

3095	SPEC, CREDIT BALANCE-PBS	SN	22	01	0	0	\$22.97	\$23.66	\$24.36	\$25.10
		SN	22	02	6	520	\$23.68	\$24.39	\$25.12	\$25.88
5244	ANALYST, CUSTOMER SVS RESEARCH	SN	22	03	12	1040	\$24.42	\$25.15	\$25.90	\$26.68
		SN	22	04	18	1560	\$25.13	\$25.88	\$26.66	\$27.46
- 2177	SPEC, FEE/BENEFIT SUPP	SN	22	05	24	2080	\$25.83	\$26.61	\$27.41	\$28.23
		SN	22	06	30	2600	\$26.54	\$27.33	\$28.15	\$29.00
0444	SPEC, INSURANCE BILLING	SN	22	07	36	3120	\$27.27	\$28.09	\$28.93	\$29.80
		SN	22	08	42	3640	\$28.00	\$28.84	\$29.70	\$30.59

Previous and correct wage scale (page 82)

4934	SPEC, AMB CARE MEMBER SUPPORT	SE	50	01	0	0	\$22.93	\$23.62	\$24.33	\$25.06
		SE	50	02	6	520	\$23.40	\$24.10	\$24.82	\$25.57
		SE	50	03	12	1040	\$23.83	\$24.54	\$25.28	\$26.04
		SE	50	04	24	2080	\$24.82	\$25.56	\$26.33	\$27.12
		SE	50	05	36	3120	\$25.78	\$26.56	\$27.35	\$28.17
		SE	50	06	48	4160	\$26.86	\$27.67	\$28.50	\$29.35
		SE	50	07	60	5200	\$27.88	\$28.72	\$29.58	\$30.47

*6/20/23
 TAD
 [Signature]*

6/6/23 Mgmt 12:11 pm

Distributed via hand on DATE: _____ at Time: _____
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*Management proposal
Housekeeping - Job Code- Hospitality Aide*

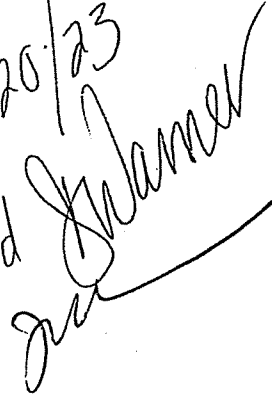
Initial proposal dated 6.6.23

Printing error for job code 4338 Hospitality Aide to be updated to 4388

Identified on the October 2019-September 30th, 2023, printed contract

Incorrect Job code (page 86)

4338	AIDE, HOSPITALITY	SE	69	07	60	5200	\$23.07	\$23.76	\$24.48	\$25.21
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6/20/23
TAd Swamer


7/25/23 | br 1251

~~Presented~~ Mgmt 7/11/23 1100
6/6/2023
@ 12:14

UB


SEIU Local 49 proposal to Kaiser Permanente Health Plan and Hospitals

RE: Contract Clean up

10.5 If a regular employee changes to the 7/70 staffing system, the employee shall continue to maintain past accumulated sick leave benefits and shall receive payment for accrued vacation benefits to the time of status change.

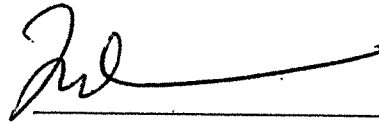
Other Regular Employees – Coded Replacement

10.6 A coded replacement is an employee who works varying shifts and in varying departments and locations as defined by the job posting. A coded replacement must be available two (2) shifts and five (5) days per week which includes every other weekend. A coded replacement employee replaces staff for time away from work. Coded replacements will be coded for twenty (20) hours per week for benefit purposes only.



For the Union


Date



For the Employer

7/25/23

Date

TAD
7/25/23


TA
7/25/23

Mgmt 7/11/23 1059

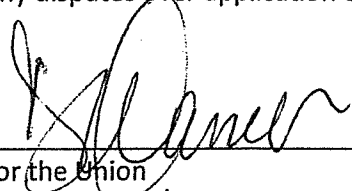
U-4 Management's 7-11-2023 Counter Proposal to Union 5-23-2023 Proposal

7/25/23 1255

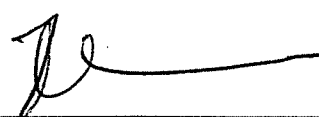
SEIU LOCAL 49 proposal to KPNW
RE: Letters of Agreement/-Understanding

The parties agree that all letters of understanding (LOU's, MOU's, LOA's etc.) between SEIU Local 49 and KPNW shall be irrevocable for the term of the Collective Bargaining Agreement (CBA) reached in 2023, unless both parties mutually agree to revise or sunset. All Active LOAs with a sunset/expiration date shall be exempt from the terms of this agreement and shall expire according to the terms of each respective LOA/LOU/MOU.

Any disputes over application or interpretation shall be enforced through Article 48 of the (CBA).



For the Union



For the Employer

7/25/23

Date

7/25/23

Date

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2023*



6/20/23 Mgmt Counter #1 908

Kaiser Foundation Hospitals/Health Plan of the Northwest

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Management reserves the right to modify this proposal

Management Counter Proposal U-10.1
"MLK Holiday"

proposal dated 6/20/2023

The parties agree to memorialize the recognition of Martin Luther King Jr. Day will be recognized as an observed holiday.

32.0 HOLIDAYS

(Also refer to provisions of National Agreement: Section 2 [B] [1] [e])

Non 7/70 Schedule Employees

32.1 The following days shall be observed as holidays:

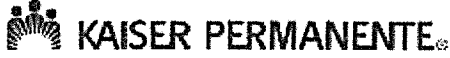
	2023	2024
New Year's Day		1/1/2024
Memorial Day		5/27/2024
Independence Day		7/4/2024
Labor Day		9/2/3024
Thanksgiving Day	11/23/2023	11/28/2024
Christmas Day	12/25/2023	12/25/2024
MLK Jr. Day		1/15/2024

For the Union _____ Date _____

For the Employer _____ Date _____

6/20/23
TA'd [Signature]

6/20/23 Mgmt Counter #1 903



Kaiser Foundation Hospitals/Health Plan of the Northwest

Distributed via hand on DATE: _____ at Time: _____
Management reserves the right to modify this proposal

Management Counter Proposal U-9.1
"Gender Neutral CBA Updates"

proposal dated 6-20-23

The parties agree to update the contract to reflect gender neutrality, by replacing any gender specific language with gender neutral language.

The parties will work together to identify the areas in the CBA to be updated, with the intent that the language should remain the same.

Additional language:

Where "they/them/their" pronouns are used in this agreement it is the intent of the parties that a singular employee is being referenced unless otherwise specified

Section 6

For the Union

Date

For the Employer

Date

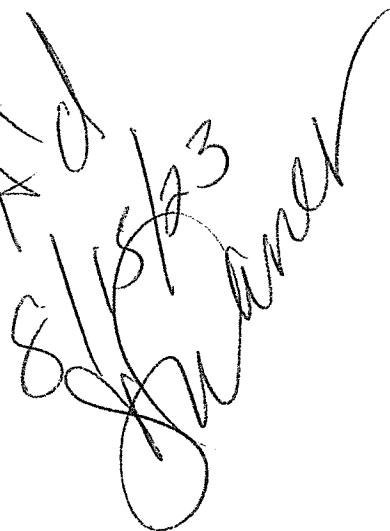
6/20/23
T.A. d. Shamer
[Signature]

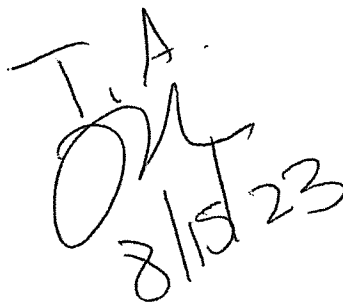
(M-8) Management 8/8/2023 counter to Union's 7/25/2023 counter proposal

Article 46.3 Medical Leave of Absence

46.3 An employee must have at least six (6) months' continuous service as a benefited employee to be considered eligible for medical leave of absence.

- A. Medical leaves of absence as certified by the attending physician will be granted upon written request. ~~after accumulated Employer paid sick leave has been exhausted.~~
- B. The period of such leaves will be based on the attending physician's certification of disability. Initial leaves will not be granted for more than ninety (90) days, but may be extended for an additional period not to exceed ninety (90) days, if requested in writing and certified by the attending physician.
- C. Except under unusual circumstances medical leaves of absences shall not be authorized for a period exceeding six (6) months following expiration of Employer-paid sick leave.

T.A.
8/15/23


T.A.

8/15/23

T.A
Mgmt 8/15/23 353pm
du 8/15/2023

Management's 8/15/2023 counter to Union's 8/15/2023 1:16 counter proposal. Proposal is offered as a package and no item can be accepted individually.

Longevity differential-

Employees will be start earning the pay period following ratification-

- 5 years \$.50
- 10 years \$1.00
- 15 years \$1.50
- 20 years \$2.00
- 25 years \$2.50
- 30 years \$3.00

28.0 DIFFERENTIALS

A. Shift differentials shall be one dollar and fifty cents (\$1.50) per hour for evening shifts and three dollars (\$3.00) per hour for night shift and one dollar and fifty cents (\$1.50) per hour for weekend shifts.

B. Evening shift shall be defined as any shift where four (4) hours or more are scheduled after 3:00 p.m.

C. Night shift shall be defined as any shift where four (4) hours or more are scheduled after 11:00 p.m.

D. Weekend shift shall be defined as any shift of four (4) hours whose majority of hours scheduled is between 12:00 am Saturday morning and 11:59 pm Sunday night. Weekend shift differential is in addition to evening or night differential.

E. Shift differential payment shall be included in all paid time off including but not limited to vacation, sick leave and holiday pay for employees consistently scheduled for evening, night or weekend shift. Shift differential shall be paid on overtime hours worked for days or hours that qualify for payment as described above.

(M-3) Right of Return

Management accepts Union's 8/11/2023 counter proposal

Article 12.7

Successful bidders for jobs on a non 7/70 work schedule shall be given the following as a right of return to determine if they wish to remain in the new position and the Employer will have the same period to determine if they are competent to do the job:-

- Twenty one (21) calendar days from the first working day for positions outside of their existing classification.-

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Management's 8/15/2023 counter to Union's 8/15/2023 1:16 counter proposal. Proposal is offered as a package and no item can be accepted individually.

~~• Fourteen (14) calendar days from the first working day for positions within their existing classification.~~

~~If the employee voluntarily gives up the job or is removed for inability to perform the work prior to the right of return, they will not acquire job classification seniority and will be returned to their former position without any loss of seniority.~~

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~~In such instances the next senior qualified bidder, based on the foregoing, will be given a trial period on the job. For the purposes of 12.7 and 12.8 "position" shall mean: The same worksite, the same shift, the same scheduled hours, and the same classification.~~

~~Employees will be able to utilize the right of return three (3) times per calendar year, unless mutually agreed upon by Management, the employee and the Union.~~

Article 12.8

~~Successful bidders for jobs on a 7/70 work schedule will be given three (3) seven (7) day work periods on the job (twenty one [21] days) as a trial period to determine if they are competent to do the job. Trial period considerations must be completed in seven (7) day work increments on the job (7, 14, 21 days). If the employee voluntarily gives up the job or is removed for inability to perform the work prior to the start of the fourth (4th) work period on the job, the employee will not acquire job classification seniority and will be returned to the employee's former position without loss of seniority.~~

~~Employees will be able to utilize the twenty one (21) day right of return three (3) times per calendar year, unless mutually agreed upon by Management, the employee and the Union.~~

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(M-5) Vacancy Department Shuffle

12.1.a. Internal Department Shuffle – All job vacancies covered by this agreement shall be sent to appropriate union representative, posted on the department's bulletin board and sent via email communicated to all applicable employees where the vacancy exists, so all eligible employees can solicit interest in the open vacancy and to rank preferential interest in other positions that may become available during shuffle.

- Manager will send a position shuffle email to all eligible employees or use an electronic tracking system for all eligible employees to solicit interest in the open position and preferential positions.

Management's 8/15/2023 counter to Union's 8/15/2023 1:16 counter proposal. Proposal is offered as a package and no item can be accepted individually.

- Eligible employee is defined as any employee who currently has comparable coded hours (does not apply to on-call or coded replacements), works under the same classification, who works in the same department and who works in the same location.
- Employees can downcode or upcode up to 8 hours only during this process up or down.
- Employees who are interested in a position shuffle will preferentially rank the open position and all positions of interest (occupied positions) within that shift, department and location.
- Employees are not required to participate in a position shuffle. Employees who do not participate in a position shuffle will remain in their existing position.
- Internal shuffle for the open positions and preferential positions will be posted within the department (not on KP Careers Site) for a minimum of seven (7) calendar days.
- Positions will be awarded by seniority based on employees preferential ranking.
- Remaining open position(s) will be posted in accordance with article 12.1b
- Employees awarded a position through shuffle will be moved into their new position as early as 3 weeks, no later than 6 weeks.
- Right of return does not apply to positions awarded through the internal shuffle process.
- This process cannot be used in lieu of a rebid or reduction of force.

12.1.b.

All job vacancies covered by this agreement will be emailed to the President of the Union and will be posted for a minimum of seven (7) calendar days. All transfer applications shall be forwarded to the hiring supervisor. Employee is to be released within three (3) weeks unless mutually agreed upon between management, employee, and Union, to increase or decrease the release time.

Job postings for regular core employees will include: job title, qualifications for the job, shift, weekly hours, homebase, worksites for dental and medical specialties when a provider is working in two worksites, and pay rate.

Job postings for replacement pool employees (on-call, coded replacement, regular replacement) will include: job title, qualifications for the job, pay rate, and geographic area.

Job postings will include job title; qualifications for the job; shift; weekly hours; worksites for dental and medical specialties when a provider is working in two worksites, and geographic area for coded replacement and on-calls); and pay rate and will be posted for a minimum of seven (7) calendar days. All transfer applications shall be forwarded to the hiring supervisor. Employee is to be released within six (6) three (3) weeks unless mutually agreed upon between management, employee and Union, to increase or decrease the release time.

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NOTE: In cases where additional hours may become available, but do not in themselves constitute an available position, such additional hours will be posted and part-time employees in the affected department/worksites and shift who wish to increase hours may apply for posted hours in accordance with the provisions of this Article

M-6 On-Call

Management's 8/15/2023 counter to Union's 8/15/2023 1:16 counter proposal. Proposal is offered as a package and no item can be accepted individually.

M6 "On-Call Availability"

Temporary and On-call Employees

10.10 The following definitions shall apply:

A: A temporary employee is one who is hired as an interim replacement, or for temporary work on a predetermined work schedule which does not extend beyond three (3) calendar months.

B. On-call employees are used to fill open shifts for replacement, temporary increases in workload, and temporary support of vacant positions. An on-call employee is one who works varying open shifts including weekends and holidays.

1. The employer will project departmental needs at least three (3) weeks prior to the department schedule posting.
2. On-call employees will submit availability two (2) week prior to the department schedule posting. Based off availability provided by the Employer, The Employer may require on-call employees to work the following per pay period:
 - Six (6) shifts for 5/40 scheduled employees.
 - Four (4) shifts for 4/40 scheduled employees.
 - Three (3) for 3/36 scheduled employees.
3. On-call employees' availability must match Employer projected needs per scheduling period at least 50% of the time (for departments that work weekends, on-calls will include two (2) weekend shifts over two (2) pay periods as part of their 50%. (including two (2) weekend shifts over two pay periods for departments open on the weekend).)
4. On-call employees must submit availability for 2 major and 2 minor holiday periods as defined in article 33.1.
5. On-call employees may submit up to 4 unavailability requests per year subject to Article 33.13.B: A request is defined as unavailability up to 1 calendar week. Requires manager approval and will not impact core staff time off allocations.
6. On-call employees who do not submit availability or who develop a pattern of not accepting available shifts may, upon review, be subject to corrective action up to an including termination.

M-2 Replacement Pool

M-2 "Replacement Pool Efficiencies"

(for this agreement current float pools will be converted to replacement pools)

10.16 Replacement Pool

All employees who are awarded a replacement pool position (on-calls, coded replacement, and regular employees) to replace staff for time away from work will receive a one dollar \$1.00 per hour differential.

Replacement pool employees are eligible for evening, nights, and weekend shift differential.

Management's 8/15/2023 counter to Union's 8/15/2023 1:16 counter proposal. Proposal is offered as a package and no item can be accepted individually.

The Employer and Union support scheduling replacement employees using the geographical area concept with the creation of replacement pools.

Scheduling of full and part time employees without a regular permanent assignment, coded replacement and on-call employees may be done by geographic area. The definition of geographic areas shall be outlined as follows:

1. Longview/Kelso
2. Clark County
3. East and Central Portland Metro
4. West Portland Metro
5. Salem
6. Eugene

Employees hired into a replacement pool will use department as their home base.

For the purposes of scheduling, regular core employees who indicate availability will obtain extra available hours in their homebase first prior to granting hours to employees hired into replacement pools. Straight-time hours will be scheduled before over-time. Hours will be awarded by seniority in the following order:

- Department (homebase)
- Building (worksite)
- Campus (for Interstate, Sunnyside, Westside)
- Geographical Area

If hours become available at the "homebase" after an employee is scheduled elsewhere, every reasonable effort will be made to offer the employee the "homebase" hours based on operational needs.

Replacement pool employees can volunteer to work across inpatient and outpatient areas within their classification once they have been signed off on required competencies.

TAD
8/15/23
J. Warner

Kaiser Permanente to SEIU Local 49

Re: Counter Proposal #1 – the following is offered as a package and no item can be accepted individually.

Hard to Fill

Jobs receiving a market adjustment will receive the market adjustment effective the first full pay period that begins 120 days after ratification. Such increase shall be in addition to and after any across-the-board wage adjustments (ATBs).

The following classifications shall receive a three percent (3%) wage adjustment at all steps:
Licensed Practical Nurse (LPN) (1491, 1512, 4649, 4650, 4883, 4923, 4924, 5662)
Ophthalmology Technician (4587, 4589, 1490, 3477)

The following classification shall receive a five percent (5%) wage adjustment at all steps:
Dental Assistant (OR) (1486)
Dental Assistant (WA) (3306)
Dental Assistant 2404, 1479, 1530, 3990, 1492, 1493, 2397, 3222

28.3 Assigned Trainer

Trainers covered by this Agreement will be paid one dollar and twenty-five cents (\$1.25) per hour for the entire shift when this responsibility as a trainer is assigned by management or designee. The opportunity for this assignment will be communicated for employees to volunteer in the work group where the responsibilities exist. Selection of trainer will be from a pool of the three most senior candidates that meet and maintain the criteria of the assignment.

Employees who volunteer and are assigned will facilitate the training of other employees and students. The trainer assignment is more complex than the provision of peer-to-peer support and a differential will not be paid for routine day-to-day team-based support. Training may be provided by individuals not covered by this agreement. A trainer may temporarily or permanently step down without impact to employment. Management may remove a trainer if criteria is not being met.

1. Criteria
 - a. Demonstrate competent practice in assigned work area and position.
 - b. Must not be on corrective action level 3 or higher.
 - c. Promote a supportive learning environment.
 - d. Demonstrate a willingness to help others.
2. Assignment Process
 - a. Department staff who meet eligibility criteria will be considered for training assignments.

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Kaiser Permanente to SEIU Local 49

Re: Counter Proposal #1 – the following is offered as a package and no item can be accepted individually.

- b. If management determines training is needed, they assign a trainer from a list of the three most senior eligible candidates.
- c. Training opportunities will be dispersed as evenly as possible amongst eligible trainers.
- d. When working with providers, management will confirm that providers are willing to participate in supporting the training.
- e. Management may assign a trainer as needed in the event there are no available trainers, this should be the exception rather than the norm.

NOTE: This agreement will sunset all existing training, preceptor and or mentoring Letters of Agreement unless said agreement pays a higher differential.

Lead Pay**13.0 JOB BIDDING – LEADPERSONS**

13.1 Permanent lead positions will be posted for application by employees in the work group where the responsibilities exist. If no employee in the immediate work group qualifies for the lead position, the position will be posted so that other interested and qualified candidates may apply. Selection of permanent Leadpersons and the assignment of temporary Leadpersons will be from a pool of the three most senior candidates that meet all qualifications of the position. Selection will include participation from SEIU Local 49 unit staff; however, the ultimate decision will be made by the Employer.

13.2 All qualified candidates for a permanent lead position will be interviewed and if not selected, will be informed of the reasons for non-selection.

13.3 It is not the Employer's intent to select lead personnel for the purpose of circumventing established procedures for filling a non-lead position.

13.4 Leadpersons shall receive one dollar and twenty-five cents (\$1.25) per hour above the top step rate referred to above of any classification of employees being supervised. Leadpersons are not eligible to receive training differential on top of lead pay. Trainer duties (Article 28.3) are included in Leadperson responsibilities.

13.5 The Employer will make its best effort to provide sufficient time for the Leadperson to accomplish their lead and regular duties within their normal shift.

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Kaiser Permanente to SEIU Local 49

Re: Counter Proposal #1 – the following is offered as a package and no item can be accepted individually.

Probationary Period

10.1 The probationary period for employees shall be one hundred twenty (120) days. During the probationary period, employees may be discharged without recourse to the grievance procedure. The probationary period may be extended only by mutual agreement between the Employer, the employee, and the Union.

If an employee is on leave at any time during the probationary period, time spent on leave will not count towards fulfilling the probationary period.

Probationary employees shall be provided with appropriate training and orientation tools, and a written performance evaluation shall be issued upon completion of sixty (60) calendar days.

In no case shall an employee be required to serve more than one (1) probationary period.

Job Descriptions**25.0 JOB DESCRIPTIONS**

(Also see provisions of National Agreement: Section 1 [C] [4])

25.1 The Employer and the Union recognize the importance of maintaining job descriptions that reflect the various duties and responsibilities associated with the job titles contained in Schedule "A" as appropriate. Such duties and responsibilities shall be used as the basis for determining an employee's appropriate job title and related wage rate. Any revisions to such descriptions shall be by mutual agreement. Either party may request to meet and review job description revisions, and such meeting shall occur within 30 days unless a longer time is established by mutual agreement. It is recognized, however, that the maintenance of job descriptions is a continuing and on going process necessitating review and revisions as circumstances indicate.

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Kaiser Permanente to SEIU Local 49

Re: Counter Proposal #1 – the following is offered as a package and no item can be accepted individually.

Grievance Procedure

Non Precedent-Setting Settlements: Grievance settlements or resolutions reached at Step One of the grievance procedure shall not be precedent-setting for any purpose and shall not be used to interpret the language or associated practices of the agreement.

Good Faith Efforts to Resolve Issues: The goal of the parties is to achieve early and prompt resolution of issues and disputes through informal and formal interest-based discussions between the steward, employee(s) and the direct supervisor or department head in Step One and Step Two. The use of the procedures contained in this Article should not preclude, or be used by any party to avoid, active good faith efforts to achieve dispute or issue resolution. If the employer fails to respond at any step of the below process, the union may advance to the next step.

Union Staff Representatives: Union staff representatives may participate at any level of the grievance procedure.

Necessary and/or Relevant Information: The parties agree and understand that the free exchange of necessary and/or relevant information is essential to their mutual understanding and satisfactory resolution of issues and disputes. Accordingly, the parties agree to respond adequately, in a timely, good faith manner to requests for information, and to promptly address and resolve any disputes relating to the provision of requested information.

Section 2 – Steps of the Grievance and Arbitration Procedure

Step One: Step one of the grievance procedure is an informal process. The parties recognize that most issues or disputes can and should be resolved informally at the closest possible level to the unit/department in which they occur.

The Grievance procedure shall be initiated at Step One, except grievances specified in this Article as going directly to Step Two. A Union Steward representing an employee shall initiate the grievance procedure at Step One by presenting the issues to the employee's immediate supervisor. Within ten (10) calendar days after submission of the issues, a meeting shall be held. The parties are encouraged to continue to work collaboratively on the issue until either party feels the further work at this step will not resolve the issue. Once resolution is reached, or the decision is made that joint resolution is not possible, the supervisor shall respond to the grievant and the Union Steward within ten (10) calendar days. Participants in Step One discussions should include the employee, the involved supervisor, and the Union Steward.

Step Two: All issues that are not resolved at Step One may be appealed to Step Two within ten (10) calendar days. An appeal to Step Two shall be submitted in writing as a formal grievance after either party feels the issue(s) cannot be resolved at Step One in a timely manner. The parties shall attempt to resolve the grievance within ten (10).

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Kaiser Permanente to SEIU Local 49

Re: Counter Proposal #1 – the following is offered as a package and no item can be accepted individually.

calendar days after the appeal is received. If the parties are unable to resolve the grievance within these time limits, a grievance response shall be given within ten (10) calendar days thereafter.

Grievances regarding discharge must be initiated at Step Two within ten (10) calendar days after the action. In addition, grievances involving, more than one (1) employee (class action), workload and suspension shall be introduced directly to Step Two of the Grievance and Arbitration Procedure. Participants in Step Two should include the employee(s), the Union Steward, a manager that has not heard that grievance and the Human Resources representative.

Step Three- Mediation All grievances that are not resolved at Step Two may be appealed to Step Three within ten (10) calendar days. The appeal to Step Three shall be submitted in writing to the parties' designees. Participants in Step Three should include the employee(s), the Union representative, the next level of management that has not heard that grievance and the Human Resources representative.

Step Four – Arbitration: In the event the grievance remains unresolved, the grieving party may appeal the grievance to arbitration. Written notice of such appeal must be received by the Director of Labor Relations or Designee within ten (10) calendar days of the Step Three meeting.

NOTE: This agreement will sunset the 2006 Letter of Understanding on Mediation

This tentative agreement is contingent upon TA and ratification of the National Agreement.

TENTATIVE AGREEMENT

For the Union:

MEG NIEMI
PRINTED NAME:

SEIU, L49

[Signature]
PRINTED NAME:

SEIU, L49

For the Employer:

10/2/23 [Signature]
Date PRINTED NAME:
Carmille Apple Jones
KPNW

10/2/23
Date

10/2/23 [Signature]
Date PRINTED NAME:
Robert Sobol
KPNW

10/2/23
Date

*Distributed via email on DATE: 10/12/23 at Time: 9:00 p.m.
Management reserves the right to modify this proposal*

Kaiser Permanente to SEIU Local 49

Re: Package Proposal #2– the following is offered as a package and no item can be accepted individually.

After ratification, KP will make changes to the payroll system to reflect the Service Differential changes below to be effective the first pay period that begins after October 1, 2023.

28.2 Service Differentials

Employees who complete at least five (5) years continuous service with the Employer shall receive twenty five cents (.25) per hour service premium; ten (10) years' continuous service with the Employer shall receive an additional ten cents thirty five cents (~~\$.10~~.35) per hour; fifteen (15) years of service (~~for a total of fifteen cents~~ shall receive forty five cents (~~\$.15~~.45) per hour; twenty (20) years of service shall receive fifty five cents (\$0.55) per hour effective ~~October 1, 2000~~.

Jobs receiving a market adjustment will receive the market adjustment effective the first full pay period that begins 120 days after ratification. Such increase shall be in addition to and after any across-the-board wage adjustments (ATBs).

The following classifications shall receive the following wage adjustments:

Certified Nursing Assistant II (3569, 3717, 4399, 4962, 3719, 1483)			
Current		Proposed	
Step	Hourly	Step	Increase after ATB
1	20.27	1	\$1.39
2	20.86	2	\$1.34
3	21.27	3	\$1.49
4	22.21	4	\$1.12
5	23.13	5	\$0.78
6	24.12	6	\$0.39
7	25.12	7	\$0.25

Medical Assistant (1489, 3217, 2722, 4645, 4647, 4646, 4375, 4623, 4531)			
Current		Proposed	
Step	Hourly	Step	Increase after ATB
1	22.43	1	\$1.13
2	22.89	2	\$1.26
3	23.30	3	\$1.45
4	24.15	4	\$1.22
5	25.07	5	\$0.93

*Distributed via email on DATE: 10/12/23 at Time: 9:00 p.m.
Management reserves the right to modify this proposal*

Kaiser Permanente to SEIU Local 49

Re: Package Proposal #2– the following is offered as a package and no item can be accepted individually.

6	26.10	6	\$0.55
7	27.32	7	\$0.25

Right of Return

Article 12.7

Successful bidders for jobs on a non 7/70 work schedule shall be given the following as a right of return to determine if they wish to remain in the new position and the Employer will have the same period to determine if they are competent to do the job:

- Twenty -one (21) calendar days from the first working day for positions outside of their existing classification.
- Fourteen (14) calendar days from the first working day for positions within their existing classification.

If the employee voluntarily gives up the job or is removed for inability to perform the work prior to the right of return, they will not acquire job classification seniority and will be returned to their former position without any loss of seniority.

In such instances the next senior qualified bidder, based on the foregoing, will be given a trial period on the job. For the purposes of 12.7 and 12.8 "position" shall mean: the same worksite, the same shift, the same scheduled hours, and the same classification.

Employees will be able to utilize the right of return three (3) times per calendar year, unless mutually agreed upon by Management, the employee and the Union.

Distributed via email on DATE: 10/12/23 at Time: 9:00 p.m.
Management reserves the right to modify this proposal

Kaiser Permanente to SEIU Local 49

Re: Package Proposal #2– the following is offered as a package and no item can be accepted individually.

Article 12.8

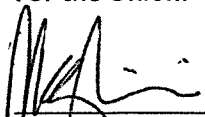
Successful bidders for jobs on a 7/70 work schedule will be given three (3) seven (7) day work periods on the job (twenty-one [21] days) as a trial period to determine if they are competent to do the job. Trial period considerations must be completed in seven (7) day work increments on the job (7, 14, 21 days). If the employee voluntarily gives up the job or is removed for inability to perform the work prior to the start of the fourth (4th) work period on the job, the employee will not acquire job classification seniority and will be returned to the employee's former position without loss of seniority.

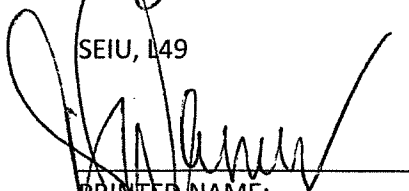
Employees will be able to utilize the twenty-one (21) day right of return three (3) times per calendar year, unless mutually agreed upon by Management, the employee and the Union

This tentative agreement is contingent upon TA and ratification of the National Agreement.

TENTATIVE AGREEMENT

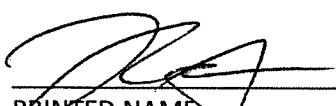
For the Union:



PRINTED NAME:
SEIU, L49


PRINTED NAME:
SEIU, L49

For the Employer:

10/12/23
Date
Camille Applin-Jones
PRINTED NAME:
KPNW
10-12-23
Date


PRINTED NAME:
Robert Sokol
KPNW
10/12/23
Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

October 13, 2023

2.A.1

Guaranteed Across-the-Board Wage Increases (ATBS)

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

		2023	2024	2025	2026
All Markets	ATB	6%	5%	5%	5%

The 2023 ATB will be implemented as soon as administratively possible after contract ratification.

Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser
Permanente Unions

10/13/23

Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

10/13/2023

Date

FULL AMNESTY AND RESOLUTION OF ALL DISPUTES
RELATED TO OCTOBER 4-7, 2023 STRIKE/SYMPATHY STRIKE

This agreement is between the Coalition of Kaiser Permanente Unions ("CKPU") and Local Unions belonging to CKPU ("Coalition Union"), and Kaiser Permanente (collectively hereinafter the "parties").

The parties agree, as part of an overall resolution of all disputes which have arisen between them arising out of the strike/sympathy strike against Kaiser Permanente (hereinafter "Employer") occurring October 4-7, 2023 (the "Strike"), that no employee of the Employer will suffer reprisal, retaliation, discipline, and/or other adverse action by the Employer for any act or omission related to or arising out of striking, picketing or any other picket line conduct, reporting to work, or not reporting to work, or participating in or not participating in strike-related activities of any kind or nature during the Strike.

If, and to the extent that, any employee has been issued a reprimand, warning, counseling notice or other disciplinary action of any kind or nature for conduct related to or arising out of the Strike, all such discipline shall be rescinded and shall be null and void. If the employer or any of its agents or representatives has filed any complaint or report against any employee with any agency, because of any act or omission of the employee related to or arising out of the Strike or the observance of the Strike by that employee, any such report or complaint shall be withdrawn by the person initiating it.

If, and to the extent that, the parties have filed charges, claims, suits, grievances, or complaints against one another related to or arising out of the strike/sympathy strike, or strike-related activity, including, but not limited to, any complaints with the National Labor Relations Board, or any law enforcement agency, or any administrative agency or any court action of any kind or nature whether initiated by CKPU or any Coalition Union or the Employer, or their agents or representatives, all such charges, complaints, claims, suits or filings, shall be withdrawn with prejudice by the party which initiated them. If no charges, claims, suits or complaints have been filed, the parties expressly waive and release any future claims against one another arising out of the Strike. This includes, but is not limited to, charges, claims, suits or claims against CKPU or Coalition Unions or Kaiser Permanente related to the Strike.

No employee who participated in the Strike shall be discriminated against for any future hiring or employment because of their participation.

This Agreement shall not be deemed precedential for any purpose in any future proceeding.

2023 Coalition National Bargaining

CKPU Proposal

October 5, 2023

Withdrawal of Litigation and Unfair Labor Practice Charges

A. Litigation.

Upon ratification of the National Agreement by OPEIU Local 29 (“Local 29”), IFPTE Local 20 (“Local 20”), and SEIU, United Healthcare Workers – West (“UHW”), Kaiser Permanente (“Kaiser”) will withdraw, with prejudice, the following litigation:

1. Kaiser Foundation Health Plan, Inc., et al. v. Office and Professional Employees International Union, Local 29, AFL-CIO, Case No. 22-cv-05112-HSG.
2. The Permanente Medical Group, Inc., a California corporation and Kaiser Foundation Hospitals, a non-profit California corporation v. Engineers and Scientists of California, Local 20, International Federation of Professional and Technical Employees, AFL-CIO, CLC, a labor organization, Case No. 1-:22-cv-00596-JLT-EPG.
3. Kaiser Foundation Health Plan, Inc., et al. v. Service Employees International Union-United Healthcare Workers West, Case No. 3:22-cv-05113-VC. UHW will also withdraw its appeal in Case No. 23-15477.

Additionally, Kaiser will withdraw, with prejudice, all grievances involving any Coalition Union related to the 2021 Stationary Engineers sympathy strike.

B. Unfair Labor Practice Charges

The Coalition and Local Unions will withdraw the Unfair Labor Practice Charges below. The Coalition will withdraw the charges it has filed upon execution of the National Agreement. Each Coalition union will withdraw the charges it has filed when it ratifies the National Agreement, and the parties will cooperate to request extensions on all deadlines for the processing of such charges while ratification is pending.

- 19-CA-314971
- 32-CA-296151
- 32-CA-322683
- 32-CA-324660
- 32-CA-326359
- 05-CA-_____ (filed by OPEIU Local 2 on 9/29/23)
- 32-CA-325905
- 32-CA-325913
- 32-CA-325930
- 21-CA-326511
- 19-CA-326278
- 32-CA-318253

- 32-CA-324019
- 32-CA-325650
- 19-CA-326761
- 32-CA-308610
- 21-CA-314995
- 27-CA-315055
- 05-CA-315336.

C. PSP Disputes

The Coalition, and all Coalition unions, waive the right to file any grievances, arbitrations, national disputes, unfair labor practice charges, or other challenges under the provisions of Section 2.A.3., Performance Sharing, pages 57-61 of the 2019-2023 Coalition National Agreement (“PSP Plan”) pertaining to or arising out of the setting of operating margin and/or its application as a financial gate for the 2022 PSP Plan (collectively “Challenges”). The Coalition and all Coalition unions agree to withdraw all pending Challenges, including but is not limited to:


Immediately withdraw the following disputes:

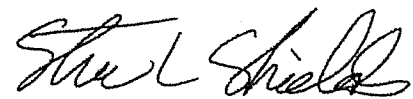
- dispute filed November 21, 2022, by OPEIU Local 30;
- dispute filed November 22, 2022, by SEIU Healthcare 1199NW;
- dispute filed November 23, 2022, by OPEIU Local 8;
- dispute filed November 29, 2022, by OPEIU Local 29
- dispute filed November 30, 2022, by SEIU Local 49.

Waive and release any and all other claims and requests for information that pertain to the setting of operating margin and/or the financial gate for any 2022 PSP plan, during the term of the 2019-2023 Coalition National Agreement.

The Coalition, and all Coalition unions, further agree to withdraw all pending information requests that pertain to the setting of operating margin and/or the financial gate for any 2022 PSP plan and related Challenges and not to make any further requests for information pertaining to the 2022 PSP plan under the provisions of Section 2.A.3., Performance Sharing, of the 2019-2023 Coalition National Agreement.

Agreed:

 10/13/23
 Caroline Lucas Date

 10/13/2023
 Steve Shields Date

Executive Director

Senior Vice President

Coalition of Kaiser Permanente
 Unions

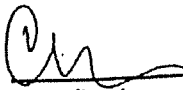
National Labor Relations, Kaiser Permanente

Memorandum of Agreement

All Memoranda of Agreement, Letters of Understanding, or Side Letters between the Employer and the local unions will remain in full force and effect throughout the term of this Agreement, with the exception of any Memoranda of Agreement, Letters of Understanding, or Side Letters that the Employer and the local unions mutually agreed would sunset.

Within ninety (90) days following the effective date of this Agreement, the parties will conduct joint reviews at the local level to determine by mutual agreement whether any side letters, MOAs or LOUs can be deemed to have expired, and therefore be sunset.

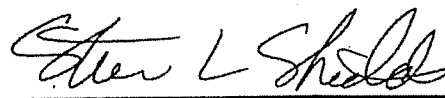
Agreed:

 10/13/23

Caroline Lucas Date

Executive Director

Coalition of Kaiser Permanente
Unions

 Oct 13, 2023

Steve Shields Date

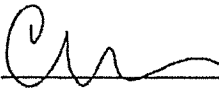
Senior Vice President

National Labor Relations, Kaiser Permanente

A. DURATION AND RENEWAL

1. The effective date of this National Agreement shall be October 1, 2023, and it shall continue in effect through September 30, 2027.
2. Each Local Agreement that adopts this National Agreement as an addendum shall expire in 2027 on the same month and date as the expiration date of the 2019 Local Agreement. The extended expiration date for each Local Agreement is attached as Exhibit 3.D.
3. The duration provisions of each Local Agreement that adopts this National Agreement as an addendum shall incorporate the extended expiration date.
4. In the event the National Agreement is not renewed or if there is no successor National Agreement:
 - › Local Agreements identified in Exhibit 3.D that expire on or before December 31, 2027 will be open for contract negotiations immediately.
5. All provisions of this Agreement shall expire at midnight on September 30, 2027, except for wages, performance sharing opportunities and benefits, identified in the provisions of this agreement. Those excepted provisions shall continue in effect until the expiration dates of the relevant Local Agreements.

Agreed:

 10/13/23

Caroline Lucas Date
Executive Director
Coalition of Kaiser Permanente Unions

 10/13/2023

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

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

10/12/2023

Side Letter of Agreement between the Coalition of Kaiser Permanente Unions (“Coalition”) and Kaiser Permanente


Healthcare is rapidly changing. Mega health plans and new players are disrupting healthcare, putting Kaiser Permanente at risk. Powerful forces are at play that we cannot control, so we must adapt. But more than this, we must lead. We must continue to advance our Mission and protect the future of value-based health care. Failing to do so, puts Kaiser Permanente’s Integrated Care and Coverage System at risk.

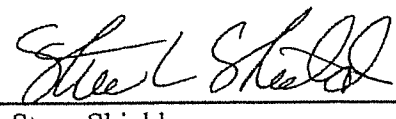
Change is never easy, but as we lead through these challenging times, we are grounded in our values, which do not change. Respect, collaboration, and partnership with Labor are among Kaiser Permanente’s core values. We have a strong history of partnership with Labor. We are proud of what we have achieved together.

In order to build on our success, we must acknowledge that our current labor management strategy is not functioning optimally to meet today’s challenges. We must re-examine our relationship and adapt it to the rapidly changing business and healthcare environment and the necessary evolution of the Kaiser Permanente enterprise. To that end, in the next three years, we commit to coming together to assess our labor and workforce strategy, including:

- How to modernize the strategy to advance the Mission for today and the future.
- How to support the growth of Labor within a modernized strategy.
- How to support growth of the enterprise, including in new models, recognizing that in some models we cannot dictate the legal relationships that other entities may have with Labor. For those entities in which KFHP/H has relevant legal authority, we are willing to explore Labor relationships that are mutually beneficial to support our growth strategy.

Agreed:

 10/13/23
Caroline Lucas
Executive Director
Coalition of Kaiser
Permanente Unions
Date

 10/13/2023
Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente
Date

Replace Section 2.A.3 "Performance Sharing" with the following:

3. PERFORMANCE SHARING

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. The Labor Management Partnership Performance Sharing Plan (PSP) is an annual bonus plan that pays out above and beyond employee base wages as described below. The parties support the PSP 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 PSP is designed to focus on critical areas of performance where Coalition members have the greatest impact on Kaiser Permanente Quality, Service and Affordability goals.

Key objectives of the PSP are:

- Enterprise-wide focused goals
- Common goal categories
- Aligned payout approach
- Simplicity
- Minimum payout opportunity if regional operating margin threshold is not met
- Incorporation of "line of sight" into goal establishment.

PSP Plan Year

The PSP operates annually on a calendar year. Bonus payments are payable in the first quarter of the year following the PSP year.

Eligibility for Participation in the PSP

All regular and temporary employees represented by Coalition unions may participate in PSP, including those who are full time, part time, short hour, casual, on call, and per diem. Employees with 1,800 or more hours in the PSP year will be deemed full-time for purposes of the PSP payout. Employees with compensated hours less than 1,800 hours shall receive a bonus pro-rated for compensated hours.

Employees will receive payment on the performance results associated with the employee's position on December 31.

Payouts will be made in the form of a lump-sum bonus 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 PSP and have their hours capped at 1,800 hours. Bonuses are pro-rated for employees with less than 1,800 compensated hours.¹

For example, if the PSP payout for a full-time employee with 1800 compensated hours is \$1,000, then:

*An employee with 1,500 compensated hours would receive \$833.33 ($\$1,000 * 1,500/1,800$)*

*An employee with 800 compensated hours would receive \$444.44 ($\$1,000 * 800/1,800$)*

The minimum PSP amount eligible for payout is \$25. If the calculated payment is less than \$25, the employee will not receive a payment.

Employees must be in job classifications covered by this Agreement during the program year and be active on December 31 in a Coalition union represented job classification to receive a payment under the PSP for that year; however, employees who retire during the program year shall receive a pro-rated payment based upon compensated hours attained during the program year in a job classification covered under the Partnership. Employees who transfer to another Kaiser Permanente job classification not covered under this Agreement will have their hours and/or earnings while in the Coalition job classification counted in the other plan. This includes transfers to another Kaiser Permanente region.

The PSP supersedes and replaces any and all bonus plans in local collective bargaining agreements except for the following Plans: NCAL Optometrist Plan – MPS; NCAL Optometrist Plan – LVC; SCAL Vision Essentials Plan; KPIT Desktop Support PSP Plan – CA; and SCAL California Service Center Incentive Plan (CSC); (the “Excepted Plans”). Bargaining unit members covered by the Excepted Plans will not participate in the PSP. Instead, they will receive their bonus, if any, under their respective Excepted Plan in lieu of the PSP plan.

During the course of this agreement, the unions whose bargaining units participate in the Excepted Plans can make a one-time election at the beginning of the Plan year, no later than February 1st, to move to this PSP plan and their Excepted Plan will be sunset. The election will be made by

¹ *Compensated hours include regular, overtime, and standby hours, and all forms of paid time off such as vacation and sick pay, holiday pay, jury duty, and education leave.*

submitting the decision to Regional Labor Relations. If at any time an Excepted Plan is terminated, the effected group will revert to the PSP.

Setting of Operating Margin Financial Thresholds and Goals

The unadjusted operating margin threshold, set unilaterally by Kaiser Permanente generally for business purposes for each Market ("Market Operating Margin") shall serve as a financial threshold for the PSP payments as described below. The Coalition and its member unions waive the right to challenge the setting of Market Operating Margin by Kaiser Permanente.

The parties have Market Operating Margin and a set of four (4) goals and metrics for each of the KP Markets for the duration of the contract. There will be national review of goals on an annual basis, and parties have until February 1st to review and mutually agree on changes to the current year goal metrics in the case of significant organizational changes, cases of national health care emergencies and/or data are not available to measure achievement on any of the goals. Each goal will either be achieved or not based on a single metric. There will be no "threshold" or "stretch" goal payouts.

"Health Plan/Hospitals Operating Margin" shall mean the consolidated operating margin rollup for Health Plan/Hospitals, set unilaterally by Kaiser Permanente generally for business purposes, adjusted to eliminate unbudgeted expenses, if any, attributed to merger and acquisition activity. In the event of catastrophic circumstances that prevent the payout of any and all plans, a negative Health Plan/Hospitals Operating Margin of -2% shall serve as a floor to fund PSP and pay out. In this instance the PSP will pay out at 50% of the minimum threshold which is \$600.00.—The Coalition and its member unions waive the right to challenge the setting of Health Plan/Hospitals Operating Margin by Kaiser Permanente: Relevant financial information produced under this Agreement will be subject to an appropriate nondisclosure agreement.

"Enhanced Operating Margin Threshold" shall mean the achievement of all three of the following conditions:

1. Health Plan/Hospitals Operating Margin of 2.5% is achieved;
2. Market exceeds Market Operating Margin threshold by 0.75% or more; and
3. Where Market Operating Margin threshold is negative, Market achieves a deficit of less than 50% of the threshold.

Terms and Conditions of PSP Payout

Regional Attendance	Achieve 2% improvement year over year.	\$300	\$700	
	Maximum	\$1,200	\$2,800	\$3,750

*For Hospital Regions (Ncal, Scal, NW, HI) the Service goal is equally split between HCAHPS and CAHPS. For non-Hospital Regions (MAS, CO, KPWA) only the CAHPS Meteor Care Experience goal applies.

Additional Terms and Conditions

The PSP will be effective for plan year 2024 (payable in 2025 per plan eligibility) and shall continue in effect year to year thereafter.

While not a specified goal, management commits to make their best effort to improve on granting vacation and PTO requested and acting on requests in a timely manner.

PSP Goals: The goal grids are showing year over year performance improvement for 2024 through 2027. If a market is at the national benchmark, or higher, then the goal is to remain at the national benchmark or higher. Falling below the national benchmark or prior year's performance will result in the goal not being met.

Controlling High Blood Pressure

Description: The percentage of members 18-85 years of age who had a diagnosis of hypertension and whose BP was adequately controlled (<140/90) during the measurement year. All lines of business. Measures the performance within a market of the four largest racial/ethnic populations on the Healthcare effectiveness Data and Information Set (HEDIS) Controlling High Blood Pressure measure for adults aged 18-85.

Performance Period: 12 months ending September 30

2023 Benchmark: 90th percentile at 77.7%, 2024 percentiles available in December 2023.

Goal Improvement: 2%

Subject to the conditions below, PSP will pay out for full-time employees, as described below.

PSP will pay out with a maximum payment opportunity of \$3,750 as follows, provided the Health Plan/Hospitals' Operating Margin floor is met:

- If the Market's Operating Margin threshold is not met but the Health Plan/Hospitals' Operating Margin Floor is met, the PSP will pay out up to \$1,200 based on achievement of the four goals.
- a. If the Market's Operating Margin Threshold is met, the PSP will pay out as set forth below up to \$2,800 based on achievement of the four goals. If the Enhanced Operating Margin Threshold and the four goals are all met, the PSP will pay out at a maximum of \$3,750.

GOALS		PAYMENTS		
		Market Operating Margin Threshold Not Met	Market Operating Margin Threshold Met	Enhanced Operating Margin Threshold
Quality				\$950 All conditions must be met: See Enhanced operating margin Threshold definition
Controlling High Blood Pressure	Achieve 2% improvement year over year. For markets who are at or above the 90 th percentile, maintain performance.	\$300	\$700	
Member Flu Vaccination Rate	Achieve 1.5% improvement year over year	\$300	\$700	
Service A & B				
HCAHPS: Likelihood to Recommend*	Achieve 1% improvement year over year. For markets who are at or above the 90th percentile, maintain performance.	\$300	\$700	
CAHPS Meteor Care Experience	Achieve 2% improvement year over year. For markets who are at or above the 90th percentile, maintain performance.			
Attendance				

Data Source: HEDIS

Region	Baseline	Goals			
		2024	2025	2026	2027
Colorado	77.13%	77.70%	77.70%	77.70%	77.70%
Hawaii	69.40%	71.40%	73.40%	75.40%	77.40%
Mid-Atlantic States	79.73%	79.73%	79.73%	79.73%	79.73%
Northern California	74.78%	76.78%	77.70%	77.70%	77.70%
Northwest	66.25%	68.25%	70.25%	72.25%	74.25%
Southern California	80.18%	80.18%	80.18%	80.18%	80.18%
Washington	63.68%	65.68%	67.68%	69.68%	71.68%

Flu Vaccination Rate

Description:

<p>Daily Count of Flu Vaccine Administrations (Numerator)</p>	<ul style="list-style-type: none"> • Member exists in the denominator • Member has at least one records of the following in the August to December time periods 1. KP Internal vaccines documented in KPHC as administered (sourced via Clarity) 2. Network vaccines documented in either <ul style="list-style-type: none"> a. Pharmacy claims from network pharmacies (sourced from PBM data) b. Medical Claims (sourced from Claims Data Warehouse) 3. Patient reported vaccines documented manually in KPHC or via an external interface into KPHC (sourced via Clarity) 4. Care Everywhere data documented in KPHC (sourced via Clarity)
<p>Active Membership Count (Denominator)</p>	<ul style="list-style-type: none"> • Continuous membership through the influenza vaccine season (August to December) • Age > 6 months • Membership sourced through Membership Data Warehouse (MDW) • Exclusion: <ul style="list-style-type: none"> o History of anaphylaxis reaction to flu vaccines o History of Guillain Barre Syndrome o KPWA EDS members

Performance Period: August to December

Goal Improvement: 1.5%

Data Source: Pharmacy Dashboard

Region	Baseline	Goals			
		2024	2025	2026	2027

Colorado	47.90%	49.40%	50.90%	52.40%	53.90%
Hawaii	31.40%	32.90%	34.40%	35.90%	37.40%
Mid-Atlantic States	42.50%	44.00%	45.50%	47.00%	48.50%
Northern California	40.30%	41.80%	43.30%	44.80%	46.30%
Northwest	39.60%	41.10%	42.60%	44.10%	45.60%
Southern California	41.30%	42.80%	44.30%	45.80%	47.30%
Washington	47.90%	49.40%	50.90%	52.40%	53.90%

HCAHPS

Description: Top box performance for the question “Would you recommend this hospital to your friends and family?”

Performance Period: Q4 – Q3

Benchmark: 90th percentile at 96.0%

Goal Improvement: 1%

Data Source: KFH HCAHPS survey data, National Care Experience Analytics

Region	Baseline	Goals			
		2024	2025	2026	2027
Hawaii	77.40%	78.40%	79.40%	80.40%	81.40%
Northern California	71.10%	72.10%	73.10%	74.10%	75.10%
Northwest	74.10%	75.10%	76.10%	77.10%	78.10%
Southern California	75.40%	76.40%	77.40%	78.40%	79.40%

CAHPS Meteor

Description: The Customer Service composite is an average of the two Customer Service items around “being treated with courtesy and respect” and “provided the help and information needed”. The score represents the percent of members who answered “Usually or Always” to these questions.

Performance Period: Annual (2Q + 4Q) scores.

Benchmark: 90th percentile at 96.0%

Goal Improvement: 2%

Data Source: Spring Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey, as well as the Fall METEOR survey, which replicates the Spring CAHPS but is sent out in the Fall.

Region	Baseline	Goals			
		2024	2025	2026	2027
Colorado	84%	86%	88%	90%	92%
Hawaii	85%	87%	89%	91%	93%
Mid-Atlantic States	89%	91%	93%	95%	96%
Northern California	85%	87%	89%	91%	93%
Northwest	85%	87%	89%	91%	93%
Southern California	86%	88%	90%	92%	94%
Washington	81%	83%	85%	87%	89%

Attendance

Description: The attendance improvement metric includes all absences except vacation, ETO/PTO, holiday, legally protected leaves, unprotected educational leave, unprotected military leave, flexible personal days/life balance days and unprotected union leave.


Performance Period: Pay periods 1 through 26

Goal Improvement: Achieve 2% improvement year over year.

Region	Baseline	Goals			
		2024	2025	2026	2027
Colorado	11.08	10.86	10.64	10.43	10.22
Hawaii	6.35	6.22	6.10	5.98	5.86
Mid-Atlantic	11.81	11.57	11.34	11.12	10.89
Northern California	20.98	20.56	20.15	19.75	19.35
Northwest	12.80	12.54	12.29	12.05	11.81

Southern California	21.85	21.41	20.98	20.57	20.15
Washington	11.95	11.71	11.48	11.25	11.02

Agreed:

 10/13/23
 Caroline Lucas Date

 10/13/2023
 Steve Shields Date

Executive Director

Senior Vice President

Coalition of Kaiser Permanente
 Unions

National Labor Relations, Kaiser Permanente

2023 Coalition National Bargaining- Tentative Agreement

CL ~~Management~~ 2023 Ratification Bonus *S/S*

Date: 10/13/2023

If the National Agreement is ratified, all active Full-time, Part-time, On-Call, and Per Diem employees employed as of the date of ratification of the National Agreement will receive a one-time lump sum payment of \$1,500 90 days after ratification. Lump sums will be paid with the first paycheck on or after the 90th day following ratification. Payment is subject to applicable state/federal withholdings. Temporary employees are not eligible for the ratification bonus.

Agreed:

CL _____ *10/15/23*
Caroline Lucas Date
Executive Director
Coalition of Kaiser
Permanente Unions

Steve Shields _____ *10/13/2023*
Steve Shields Date
Senior Vice President
National Labor Relations, Kaiser
Permanente

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

Subgroup: Economics

OPEIU Local 30 Dental Trust

Section 2.B.3.f. Revised Dental Benefit

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.

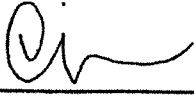
This provision will supersede any contrary local collective bargaining agreements, except it shall not apply to any Taft-Hartley trusts for dental benefits, nor shall it reduce any existing dental benefits.

OPEIU Local 30 Taft-Hartley - the Employer contribution to the Local 30 Dental Fund shall be as follows:

10-1-23	10-1-24	10-1-25	10-1-26
\$114.59	\$119.75	\$125.14	\$130.77

This provision will supersede any contrary local collective bargaining agreements.

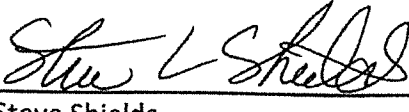
Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser
Permanente Unions

10/13/23

Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

10/13/2023

Date

Subgroup: Economics

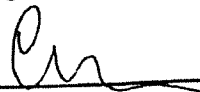
Minimum Wage Implementation

Effective the first pay period following June 1st of each year identified in the table below, all employees covered by this Agreement will be paid at least the Minimum Rate for that year in their respective Market. The Minimum Rate for each Market will be as follows:

- June 2024:
 - Northern and Southern California: \$23.00
 - Regions Outside California: \$21.00
- June 2025:
 - Northern and Southern California: \$24.00
 - Regions Outside California: \$22.00
- June 2026:
 - Northern and Southern California: \$25.00
 - Regions Outside California: \$23.00

After 2023 ATB is applied any job whose step 1 wage rate is lower than the Minimum Rate will be increased to the Minimum Rate. All other steps in the wage scale will be increased by the same percentage used to increase step 1 to the minimum. For example, if step 1 rate is 2% below the Minimum Rate, all steps in that wage scale will be increased by 2%. For the term of this agreement, these adjusted wage scales will continue to move with annual ATBs and will be reviewed for each subsequent year's Minimum Rate.

Agreed:



Caroline Lucas 10/13/23 Date

Executive Director

Coalition of Kaiser Permanente
Unions



Steve Shields 10/13/2023 Date

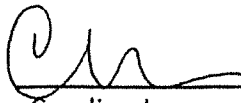
Senior Vice President

National Labor Relations, Kaiser Permanente

2023 Coalition of KP Unions National Bargaining—Tentative Agreement

October 12, 2023

The parties agree to extend the September 25, 2019, Side Letter regarding Subcontracting and Outsourcing through and including September 15, 2027.

 10/13/23
Date

Caroline Lucas
Executive Director
Coalition of Kaiser
Permanente Unions

 10/13/2023
Date

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

2023 Coalition of KP Unions National Bargaining—Tentative Agreement

October 10, 2023

Subgroup: Economics

PRB Package CA/MOCs including KPWA:

- Enhance Premium Subsidy Application Rules effective 1/1/24
- Increase HRA Amount to \$2,500 for New Retirees on or after 1/1/24
- Increase HRA Supplement Amount to \$15,000 for New Retirees on or after 1/1/24
- Provide Premium Subsidy for New Retirees in Washington Region on or after 1/1/24

I. Modify The Following Two Sections of 2.B.2.h.3 – Effective January 1, 2024

Medical Premium Subsidy/HRA Plan

The Medical Premium Subsidy/HRA plan shall be as follows:

Medical Premium Subsidy/HRA Retiree Medical Program for Eligible Post-2016 Retirees: *Retiree Medical Program "Medical Premium Subsidy" for Eligible Post- 2016 Retirees* At age sixty-five (65) or older, or Medicare eligibility if earlier, an eligible retiree shall receive a Medical Premium Subsidy toward the monthly premium of the Kaiser Permanente Senior Advantage plan ("KPSA plan") where the retiree resides, or as further described in the "Medical Premium Subsidy" rules below. These Kaiser Permanente Senior Advantage plans (KPSA) are offered to individuals in the communities we serve, and have the same premiums, deductibles, co-payments and out-of-pocket maximums as the commercially available basic Senior Advantage Medicare plans in the covered location.

The Medical Premium Subsidy as of January 1, 2023 for a KPSA plan shall be the following for an eligible retiree who retired from a position in the applicable region:

- › \$222.10 per month for a Northern California retiree;
- › \$126.57 per month for a Southern California retiree;
- › \$95.52 per month for a Colorado retiree;
- › \$39.40 per month for a Northwest retiree;
- › \$39.40 per month for a Hawaii retiree; and
- › \$39.40 per month for a Mid-Atlantic retiree.

Starting on January 1, 2024, the Medical Premium Subsidy for each region shall increase by 3 percent (3%) and on January 1 of each subsequent year. The Medical Premium Subsidy for an eligible spouse or domestic partner shall be equal to the retiree's Medical Premium Subsidy. The Medical Premium Subsidy for a spouse or eligible domestic partner will not apply until the retiree commences Medical Premium Subsidy. If the retiree's eligible dependent is not yet Medicare eligible when the retiree commences the Medical Premium Subsidy, the dependent coverage shall be the same as the retiree medical benefit applicable to pre-Medicare dependents of pre-2017 retirees. That pre-Medicare dependent coverage ends when the dependent becomes eligible for Medicare.

Retiree Medical Program "Medical Premium Subsidy" Rules of Application

The Medical Premium Subsidy can be applied within a region to any available KPSA plan. For example, if within a region, there are three KPSA plans: a zero premium plan, a plan with a \$50 premium, and a plan with a \$75 premium. The retiree could; enroll in the zero premium plan; or, choose to enroll in the \$50 premium plan and have the premium subsidy applied to the \$50 premium; or, choose to enroll in the \$75 premium plan and have the premium subsidy applied to the \$75 premium.

If the maximum applicable Medical Premium Subsidy amount exceeds the elected KPSA plan premium, then the excess Medical Premium Subsidy amount is forfeited. Any cost of medical coverage above the maximum applicable Medical Premium Subsidy shall be borne by the retiree. If a retiree does not pay the retiree's share of KPSA premiums and/or for his or her Medicare-eligible spouse or domestic partner, the retiree and/or the spouse or domestic partner shall lose coverage in accordance with KPSA plan terms.

A retiree, and/or spouse or domestic partner/civil union partner, must enroll in Medicare Parts A and B and any other relevant parts of Medicare and an individual KPSA plan offered through the Kaiser Permanente Retiree Medical Plan's enrollment process. Retirees and/or his or her spouse or domestic partner/civil union partner must also assign his or her Medicare rights to the applicable Kaiser Permanente plan, and take such other action as the applicable KPSA plan determines is necessary to assign/coordinate Medicare. The spouse or domestic partner also must take the same actions when eligible for Medicare.

If a retiree and/or his or her eligible dependents reside outside of a Kaiser Permanente service area, the Medical Premium Subsidy can be used for any Medicare Advantage or Medicare "Medigap" plan premiums.

In the event of an eligible retiree's death, the Medical Premium Subsidy will be available for a surviving spouse or domestic partner, subject to the same rules. Coverage will be available for any eligible surviving child up to age 26. Eligibility of a spouse or domestic partner for survivor retiree medical benefits ends upon remarriage or entering into a domestic partnership.

II. Add Underlined Language to Section 2.B.2.h.3 – Retiree Medical Health Reimbursement Account ("HRA") for Eligible Retirees

An eligible retiree who retires prior to January 1, 2024 will receive an Employer allocation to an unfunded Retiree Medical Health Reimbursement Account ("HRA") at the time of retirement in the amount of \$2,000 per year of service. An eligible retiree will receive an allocation to an HRA equal to \$10,000 when the retiree reaches age eighty-five (85) ("HRA supplement").

An eligible retiree who retires on or after January 1, 2024 will receive an Employer allocation to an HRA at the time of retirement in the amount of \$2,500 per year of service and the HRA supplement equal to \$15,000 when the retiree reaches age eighty-five (85).

III. **Add Underlined Language to Section 2.B.2.h.6 – Washington Region**

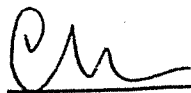
6. This Section 2.B.2.h shall not apply to eligible retirees in the Washington Region, except as noted herein.

Effective January 1, 2020, 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 \$350 per year of service, subject to the "Retiree Medical HRA and HRA Supplement Rules of Application." Employees of Group Health Cooperative or its subsidiaries on the date of acquisition will have prior service included in years of service.

Eligible retirees who retire from the Washington Region on or after January 1, 2024, shall receive maximum Medical Premium Subsidy in the amount of up to \$40.58 per month subject to the Section 2.B.2.h.3 "Medical Premium Subsidy Rules of Application". This maximum amount shall increase by 3 percent (3%) on January 1, 2025, and on January 1 of each subsequent year.

Eligible retirees who retire from the Washington Region on or after January 1, 2024, shall receive an Employer allocation to an HRA at the time of retirement in the amount of \$2,500 per year of service and the HRA supplement equal to \$15,000 when the retiree reaches age eighty-five (85) subject to the Section 2.B.2.h.3 "Retiree Medical HRA and HRA Supplement Rules of Application."

Agreed:



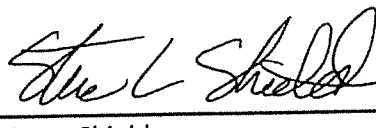
Caroline Lucas

Executive Director

Coalition of Kaiser
Permanente Unions

10/13/23

Date



Steve Shields

Senior Vice President

National Labor Relations, Kaiser
Permanente

10/13/2023

Date

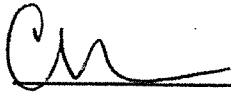
2023 Coalition of KP Unions National Bargaining—Tentative Agreement

October 10, 2023

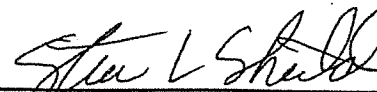
Payout for PSP 2023 Plan Year:

For plan year 2023 payable in 2024, the operating margin goal will not act as a gate. Therefore, payouts will be based upon other goal achievement even if the margin goal is not met.

Regardless of goal achievement, all Coalition members with compensated hours of at least 1,800 hours will receive, at minimum, a PSP payout of no less than \$1,500 for 2023; and employees with compensated hours less than 1,800 hours shall receive a bonus pro-rated for compensated hours.


Caroline Lucas

10/23/23
Date

 10/13/2023
Steve Shields
Date

Executive Director

Senior Vice President

Coalition of Kaiser
Permanente Unions

National Labor Relations, Kaiser
Permanente

10/4/23 11:15 a.m.

Side Letter of Agreement between the Coalition of Kaiser Permanente Unions (“Coalition”) and Kaiser Permanente

The Coalition and Kaiser Permanente recognize that there is a shortage of licensed and credentialed healthcare workers to care for our nation's growing population. It is estimated that 2.3 million new health care workers will be needed in the U.S. by 2025. The Coalition and Kaiser Permanente share a common interest in alleviating the shortage.

Futuro Health is a charitable organization under Section 501(c)(3) of the IRS Code. Its nonprofit Mission is “to improve the health and wealth of communities by growing the largest network of allied healthcare workers in the nation.” The parties support Futuro Health’s Mission and the community interest it serves.

To advance the critical public goal of alleviating the projected shortage of healthcare workers, either Kaiser Foundation Health Plan, Inc. or Kaiser Foundation Hospitals will pledge to make a conditional grant to Futuro Health of One Hundred Million Dollars (\$100,000,000) payable in annual installments, contingent upon and subject to the terms and conditions set forth below. The purpose of the grant will be to produce 10,000 additional allied credentialed health workers throughout the course of the grant term and support the practical education of students in health care occupations and to enable them to find employment across the healthcare industry.

Definitions:

Course work complete- the student has completed all coursework required for the identified career path.

Credentialed- have completed all coursework required to meet state and/or national accrediting body requirements and/or for the identified career path.

Proportionately conditional grant- payment of the grant will be pro-rated based on the % of the metric achieved (ie. If the metric is 1000 credentialed allied health workers and the audit finds there were 900 credentialed allied health workers, the grant will be paid at 90%).

Terms and conditions of grant:

- **Grant Year 1 (01/01/2024 – 12/31/2024):**
 - The first grant installment of Ten Million Dollars (\$10,000,000) will be paid by April 2024.
 - It is expected that, in 2024, Futuro will produce 2,000 credentialed Allied Health Workers.

- Dedicating at least \$7.5 million per year to train the following job classifications for which there are acute shortages: Medical Assistants, LPNs/LVNs, Rad Techs, Lab Assistants, and Call Center Representatives.

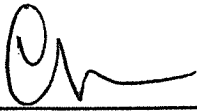
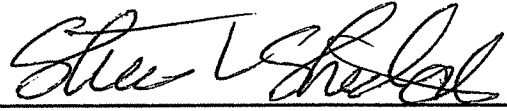
The parties will work collaboratively to seek additional grant funding for the achievement of these goals from local, state, federal and foundation sources.

To support the success of Futuro Health's Mission, Kaiser Permanente further pledges that, among equally qualified candidates for a position, it will give a preference to Futuro course work completers over candidates who are not already employed by Kaiser Permanente or participants in a Kaiser Permanente-affiliated program. Kaiser will make a determination, on a case by case basis, on which externally posted vacancies for medical assistant and LVN can have the experience requirement waived. Kaiser will make that information available to the Coalition on a quarterly basis and will, upon request, meet to discuss the designation. The determination shall be within Kaiser's sole discretion and shall not be subject to dispute resolution.

Disputes arising out of or pertaining to this agreement shall be resolved by expedited arbitration with arbitrator David Weinberg, or if he is unavailable, another mutually agreed upon arbitrator.

Kaiser Permanente will not be obligated to make additional grants or otherwise contribute to Futuro Health beyond the grants described in this side letter.

Agreed:

	<u>10/4/23</u>		
_____ Caroline Lucas Executive Director Coalition of Kaiser Permanente Unions	Date	_____ Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente	Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

9:00 PM
10/3/2023
KA

Subgroup: Economics


Replace the first paragraph of Section 1.K.4. of the 2019 National Agreement with the following:

Consistent with current practice, management reserves the right to address temporary peak workloads, to temporarily cover hard to fill vacancies or respond to extraordinary circumstances, defined as those creating a significant impact to quality, service, or patient safety, to meet operational needs by contracting for services, for example, through registries, temporary services, etc., in accordance with [insert section on Registry and Travelers].


Intent:

As we discussed previously, this does not impact either parties' proposals and positions on the Exhibit 1.K.4. Side Letter.

Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser Permanente
Unions
10/3/23
Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser Permanente
Oct 3 2023
Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

10/02/2023

Eliminate 1.L.2 and replace with:

2.C. DISPUTES – move to Section 3

Mutual Review and Resolution Processes

It is understood that the parties may not always agree and when that happens, the parties will strive to resolve disputes at the lowest possible level. To that end, when there is a disagreement concerning the interpretation and/or application of this Agreement, the parties directly involved in the dispute, are encouraged to meet and use interest-based problem solving and issue resolution skills and techniques in an attempt to reach a consensus decision.

If the dispute remains unresolved after best efforts to find a solution, either party may bring a formal dispute under this Section. Any disagreement concerning the interpretation and/or application of this Agreement must be submitted by the moving party to the Regional Director of Labor Relations or Regional Union Liaison, or their designee, within 60 days after the moving party becomes aware of the potential violation of the National Agreement. The dispute shall set forth the facts of the alleged violation, the remedy sought, and documentation of efforts to resolve the underlying issue prior to filing such dispute. (A 2C Dispute Form is attached as National Agreement Exhibit Section 3). The Regional parties shall meet to explore areas of common understanding and areas of disagreement, and if possible, resolve the dispute. Early resolution through interest based problem solving is encouraged. Unless otherwise mutually agreed to by the parties, any resolution of the dispute at the Regional level shall be non-precedent setting. If there is no resolution, the non-moving party shall issue a written response setting forth the basis for the denial and any attempts to reach consensus within 30 days of the regional meeting. Either party may advance the dispute to the next level after the written response was due but no more than 60 days from the regional meeting.

Where an issue arises in multiple regions, and where the decision maker for remedy is national, the dispute will be submitted directly to the National LMP Co-Chairs.

Upon advancement, the National LMP Co-Chairs shall appoint a labor management fact-finding team to meet with the parties to investigate the matter and attempt to mediate the issues. If the parties are unable to reach consensus, the labor-management team will conduct a fact-finding meeting and subsequently, prepare a jointly written report outlining the disputed issue, key common and disputed facts and potential solutions within 45 days of the referral to the National LMP Co-Chairs. If the issue remains unresolved, either Kaiser Permanente or the Coalition may escalate the issue to arbitration within 15 days of issuance of the fact-finding report, or within 15 days from the date the jointly written report was due.

Arbitration shall be conducted in accord with the procedures set forth below. Arbitrations shall be conducted before panels consisting of one union representative, one employer representative and one neutral, mutually agreed to, third-party arbitrator who will serve as the panel chair. Selected panel members should not be a potential witness in the underlying dispute. Both parties will endeavor to appoint a panelist who is not directly involved in the dispute.

Any arbitrator selected shall be provided an orientation to the Labor Management Partnership and the principles and philosophy of this Agreement.

The arbitrator shall provide at least four days in a calendar year for panel hearings, so that the panels shall be scheduled to convene at least once every four months. The parties will use their best efforts to ensure that cases are presented within the same calendar quarter. A panel date may be canceled no less than four weeks in advance if there are no cases to be heard by that panel on the scheduled date. Additional dates will be added based on the need for timely resolution.

The parties shall conduct a Pre-Arbitration Settlement Conference at least 15 days prior to the scheduled arbitration. The purpose of the conference is for the parties to explore resolution post fact-finding. Unless

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

10/02/2023

otherwise mutually agreed to by the parties, any resolution prior to the panel decision shall be non-precedent setting.

If the parties are still unable to resolve the underlying dispute, the arbitration will be conducted in an expedited manner. Decisions shall be rendered by a panel majority, and written opinions and awards shall be prepared by the neutral arbitrator. The panel decisions shall be final and binding, and written decisions shall be issued within 30 days of the hearing. The panel decision shall be precedent-setting, unless otherwise mutually agreed by the parties prior to the hearing.

Time limits contained in Section 2.C. may be extended by mutual agreement. At any time prior to issuance of a panel opinion and award, the parties at the national level may mutually agree to remand a dispute to an earlier step of the process.

The arbitrator and arbitration panel shall not be authorized to add to, detract from, or in any way alter the provisions of the National Agreement, the Labor Management Partnership Agreement, or any local agreement.

The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties; however, each party shall bear the expense of presenting its own case and expenses associated with its party panel member(s).

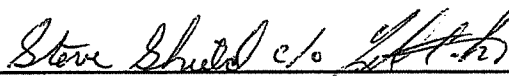
Agreed:



10/2/23

Date

Caroline Lucas
Executive Director
Coalition of Kaiser
Permanente Unions



10/2/2023

Date

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

**KAISER FOUNDATION HEALTH PLAN, INC., KAISER FOUNDATION HOSPITALS, KAISER
PERMANENTE MEDICAL GROUPS
AND
THE COALITION OF KAISER PERMANENTE UNIONS
2023 NATIONAL CONTRACT NEGOTIATIONS**

**Kaiser Permanente and Coalition of Kaiser Permanente Unions
Remote Work Proposal
October 2, 2023**

The Agreement will be entered into between Kaiser Permanente (Employer or KP) and The Coalition of Kaiser Permanente Unions (CKPU) on behalf of all coalition represented employees.

Kaiser Permanente and The Coalition of Kaiser Permanente Unions recognize the benefits to employees working in a Remote or Hybrid work status as an alternate way of performing their daily work. The employer and the union understand operations may require a transition to or from a Remote or Hybrid status. The parties agree to the following terms for jobs identified as Remote or Hybrid:

1. **Remote status employee** is defined as an employee whose authorized regular scheduled daily work location is a non-designated KP workplace, site, or building (example: employee's home).
2. **Hybrid status employee** is defined as an employee whose regularly scheduled daily work locations are a combination of a predetermined KP workplace, site, or building and a non-designated KP workplace, site, or building (example: employee's home).
3. Hybrid employees will have a designated schedule that identifies the days they report to their KP designated Worksite, consistent with the collective bargaining agreements.
4. Every Remote and Hybrid status employee will have a current and fully executed individual telecommuting agreement on file and it will be reconfirmed annually.
5. All terms of the Local Collective Bargaining Agreements, the National Agreement, and any executed agreements will apply to Remote and Hybrid status employees. If the terms of the Employer's Telecommuting Policy, or policies referenced therein, conflict with this Agreement, the terms of this Agreement prevail.
6. Hybrid and Remote work options for departments and classifications will be reviewed with the local union before implementation. The parties recognize that there may be specific interests and requirements that are not covered by this agreement. Any unique circumstances to a facility/department will be reviewed and negotiated with the local union at the local level.
7. Productivity, quotas, or metric requirements will be the same as those for all employees in the department/classification. i.e., all performance requirements for Remote, Hybrid, or Onsite workers will be applied to all employees within that department/classification.
8. The employer will provide all necessary equipment and supplies to perform the employee's work, classification, and other related job needs.
9. Any condition that prevents a Remote or Hybrid employee from performing their work duties (e.g., power or internet outage, equipment malfunctions, etc.) must be reported immediately to the employee's manager. Employees may be asked to come into the office depending on the circumstances. In advance of such circumstances, the management and union will predetermine and develop the options for completion of work.

10. If the Remote or Hybrid employee is called to the workplace for issues such as equipment upgrades or meetings, the employee will be given two (2) weeks' notice, except in emergent circumstances.
11. The employer will provide a \$50.00 monthly reimbursement for home internet and a \$20.00 monthly reimbursement for personal phone use.
12. Remote and Hybrid status employees will be expected to work their standard schedules/shifts.
13. Remote and Hybrid status employees will not be used for onsite routine backfill. If extraordinary circumstances arise that impacts access, safety, or quality of care the local union and manager will make their best efforts to jointly create a staffing solution.
14. Remote and Hybrid employees will be paid for travel time to the extent the employee is required to travel to any KP Workplace, including the designated KP workplace, after the employee has already begun working their shift.
15. Workers' compensation rights and benefits will apply to job-related injuries that occur at a Remote Workplace during an employee's working hours.
16. The employer will provide a minimum 60-day notice to the affected employees and the local union to change the work status of a Remote or Hybrid employee or department. The employer will negotiate with the local union over the impact of the change. Prior agreements that require a longer timeframe will be honored.
17. If an operational change that results in the permanent revocation of Remote work status occurs, all affected employees will be given a 60-day notice of the change.

For any affected employee who has been working remotely for five (5) years or more and is unable or unwilling to return to their designated KP worksite, the employee will notify the employer in writing prior to the expiration of the sixty (60) day notice. Upon notification of the employee's decision not to return onsite, the employee may continue working remotely for ninety (90) additional days. During the ninety (90) day period the employee will be granted 50% of their weekly work schedule off with pay to pursue a replacement position or training and educational opportunities that may assist them in qualifying for an alternative remote status position. The days and hours the employee is relieved from work will be developed by the manager, with input from the employee, and based on the department's operational need. Existing Health Plan and Dental Plan Benefits in accordance with the Collective Bargaining Agreement will continue at the employer's expense during the ninety (90) day period. If the employee has not secured an alternative position within the ninety days (90), the employee will have the opportunity to resign; absent a resignation, they will be terminated at the end of the additional ninety (90) days. The employee's Medical and Dental coverage will cease on the last day of the month in which they resign. Employees terminated at the end of the 90-day period are not eligible for any additional bargained separation payments or benefits.

Jobs Posted as Remote or Hybrid

18. If jobs are posted with Remote or Hybrid status requirements, they will be clearly identified as such in the job posting and include the designated Kaiser Permanente location with which the posted job is associated.

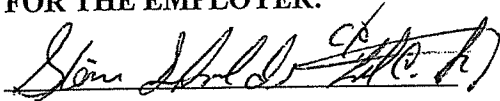
Jobs that Transition to Remote or Hybrid

19. Employees cannot be forced to work in a Remote or Hybrid status. In instances where a department or work unit has a need to transition its employees to Remote or Hybrid work status, the employer will notify the union and the parties will meet and bargain the impact.
20. All employees in an identified department or classifications where Remote or Hybrid work becomes an option will be offered the opportunity in seniority order.

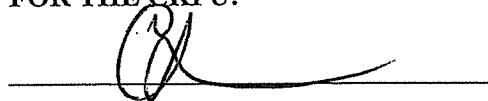
21. All employees will continue to work the schedule indicated on their current job posting and in accordance with all the Local Collective Bargaining Agreements.
22. Employees who volunteer to work a Remote or Hybrid status can return to work in a designated KP work site by giving the employer a thirty (30) day notice. The employer, the Local union, and the employee will meet to discuss the transition plan and identify the KP worksite to which the employee will be assigned. If an emergent situation arises that would require less than thirty (30) day notice, the Employer will meet with the employee and the Local union to make best efforts to reasonably assist a more immediate transition.

NOTE: All notice periods above are measured in calendar days.

FOR THE EMPLOYER:



FOR THE CKPU:



**2023 Coalition of KP Unions National Bargaining – Tentative Agreement
Management Response**

October 2, 2023

1.B.3

Taft-Hartley Trusts

1. TAFT-HARTLEY TRUSTS

**D. WORKFORCE PLANNING AND DEVELOPMENT 1. TAFT-HARTLEY
TRUSTS a. Funding**

Two Taft-Hartley trusts, one for Coalition SEIU unions (the SEIU United Healthcare Workers-West and Joint Employer Education Fund) and another for all other Coalition unions (the Ben Hudnall Trust), with the exception of SEIU Healthcare Local 1199NW, representing employees of KFHP, KFH and the affected Permanente Medical Groups, will be funded to provide for base services as well as comprehensive training and education programs and services for their respective memberships in such areas as:

- » hard-to-fill/critical need, market challenged positions;
- » qualified bilingual skills training;
- » preparation for new technology and new workflows; and
- » health care reform impacts

For the duration of this agreement, the Parties agree that Joint Educational Trusts will be funded annually. The funding calculation will be determined by a 0.7% percentage of the gross annual payroll of Coalition-represented employees participating in each trust as of December 31 of the preceding year. Funds will be transferred to each trust annually according to the trust agreements.

Contributions to SEIU Healthcare Multi-Employer Training Fund will be made in accordance with the local agreement covering Local 1199NW.

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

\$10 million per year from the SEIU Education Fund and \$1.75 million of the Ben Hudnall Fund will be targeted towards training, externing, and precepting existing employees to become:

- Medical Assistants/Clinical Assistants
- LPNs/LVNs
- Diagnostic Imaging/Rad Techs
- Lab Assistants
- Call Center/Customer Service Rep



Medical Assistants, Call Center Representatives, Aids/Assistants/Clerks, Housekeeping, and any other classification for whom the previously listed classifications would be a promotion will be eligible to apply to participate.

Kaiser will make every effort to maximize externship placement/clinical supervision opportunities in order to accommodate the success of this program.

The parties will work collaboratively to seek additional grant funding for these initiatives outlined in 1.D.1 and ~~1.D.2~~ from local, state, federal and foundation sources.

A Steering Committee comprised of participants from the Education Funds, Coalition Unions, and the employer, will create a plan to operationalize the 1.D.1 and ~~1.D.2~~ initiatives by March 30, 2024. The Steering Committee will meet quarterly to monitor progress on the number of people entering the training programs, the availability of externship placements, success of promotion of graduates into positions, and make adjustments to the plan to address any barriers that are identified.

Agreed:

 <hr/> Caroline Lucas Executive Director Coalition of Kaiser Permanente Unions	10.2.23 <hr/> Date	 <hr/> Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente	10/2/2023 <hr/> Date
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2023 Coalition of KP Unions National Bargaining – Tentative Agreement

Replace language of Section 1.F.5., page 38 of the 2019-2023 Coalition National Agreement with the following:

A. Travelers and Registry Personnel

Labor and Management have a mutual interest in reducing the use of travelers and registry (staffing provided through outside agencies). The parties recognize that registry and travelers should not be utilized to meet regular workflow needs. The parties understand that the use of registry and travelers may be necessary to address temporary peak workloads, to temporarily cover hard to fill vacancies or respond to extraordinary circumstances, defined as a significant impact to quality, service, or patient safety. The parties will meet on a quarterly basis and will utilize existing LMP meeting forums to review the utilization of traveler and registry personnel. To reduce the utilization of travelers and registry, the parties will work together to identify alternative solutions to include but not limited to: posting of regular and temporary positions, development and/or expansion of a float pool, offering non-overtime additional hours, expedited bidding, accelerated hiring to fill vacant positions, voluntary temporary upcoding of current employees, etc.

B. Position Control and Vacancies

By the end of the first full quarter following ratification of this Agreement, Coalition union leaders and senior Kaiser Permanente leaders in each region will meet in a labor management committee for each of the regions and for each Coalition bargaining unit. At minimum, the committees will meet at least quarterly, but may mutually agree to meet with more frequency. The topics to be discussed include but are not limited to: position vacancies or modifications, backfill, time off, hard to fill positions, staff utilizations (including registry and agency usage).

The employer shall provide a monthly report to committee representatives on status of vacancies by classification, department and bargaining unit including the following information:


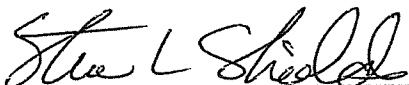
- Position status: active (vacant or filled) or inactive (the position is no longer needed, has been purported for another position, etc.)

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

- Vacated positions' FTE, shift, and schedule
- Requisition status: Requisition number is presented if posted. Field is blank if not posted
- Action Reason
 - *Create requisition- currently in approval queue
 - *Requisition status update- currently posted
 - *Non-requisition- no action taken with the position

Upon request, the Employer will meet with Union to discuss such decision.

Agreed:

	9/24/23		SEP 24, 2023
_____ Caroline Lucas Executive Director Coalition of Kaiser Permanente Unions	Date	_____ Steve Shields Senior Vice President National Labor Relations, Kaiser Permanente	Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

Reduce Incumbent Employee Experience Barriers

Revise Section 1.D.4.b., beginning last paragraph, page 28 of the 2019-2023 National Agreement as follows:


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

1. Since 2019, incumbent employees who successfully acquire the needed certification, license or other applicable credential shall be deemed qualified to be hired for a position irrespective of the experience requirements that apply to external candidates.
2. Beginning October 1, 2024, the parties will meet on a Bi-annual basis to review new entry level job descriptions (including those with or without license, certifications or other credentials) created during the previous period to determine whether experience requirements should be waived. The parties must mutually agree to any experience waivers discussed during the Bi-annual meeting. Incumbent employees lacking the defined work experience but meeting all other qualifications are eligible to apply for the positions where experience has been waived.
3. Successful applicants shall be placed at the Step 1 rate in a given classification with experience requirements of less than one year for external applicants.
4. Successful applicants shall be placed at the Step 1 rate, less 5 percent, in a given classification with experience requirements between one and two years for external candidates, and shall move to the Step 2 rate upon successful completion of one year of employment in the new position.
5. Successful applicants shall be placed at the Step 1 rate, less 10 percent, in a given classification with experience requirements of two years or more for external candidates and shall move to the Step 2 rate, less 5 percent, upon successful completion of one year of employment in the new position, and shall then move to the Step 3 rate upon successful completion of two years of employment in the new position.

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

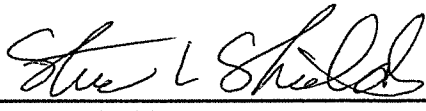
- 6. In no case shall a successful applicant receive a pay reduction as a result of being placed into a position. If an applicant’s current rate is greater than the rate for the position that the applicant successfully bids for and is placed into, then the applicant’s rate shall be red-circled, until the scale exceeds their rate.

Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser Permanente
Unions

9/24/23
Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser Permanente


SEP 24, 2023
Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

Modify Section 1.K.5., fifth paragraph, page 50 of the 2019-2023 National Agreement as follows:

Process. When the Employer creates a new position or restructures, including replacement of a union position with a non-union position with duties similar to those of employees in a Labor Management Partnership bargaining unit, the Employer, including Shared Service/National Functions, will notify the appropriate unions in each region at least five working days before posting.

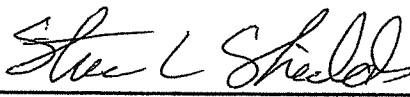
Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser Permanente
Unions

9/24/23

Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser Permanente

SEPT 24, 2023

Date

b:30 P.M.
SEP 21

6. Lift Cap on Travel Costs with Education Reimbursement

1.D.3.c

Tuition and continuing education reimbursement is offered at \$3,000 per calendar year for all benefits eligible Coalition employees scheduled 20 hours per week or more and who have been employed for at least 90 days. The tuition reimbursement benefit will be administered by a human resource function in a shared services environment.

Of the overall total annual reimbursement, represented employees may submit up to seven hundred fifty dollars (\$750), effective January 1, 2020, and up to one thousand dollars (\$1,000), effective January 1, 2024, for travel, room/lodging expenses (excluding meals) for courses, workshops, seminars, professional conferences, educational meetings and special events taken/attended for continuing education (i.e., CEU, PDU, CME, contract hours) in order to advance skills and obtain or maintain position-required licensure, or certification, provided they are taken at an accredited institution, professional society or governmental agency. This shall include obtaining required licensure for a position.

Travel reimbursement is not available for college undergraduate or graduate degree programs.

T/A
SEP 22
5:35 P.M.

[Handwritten signature]

[Handwritten signature] 9/22/23

Kaiser Permanente to Coalition of Kaiser Permanente Unions

Counterproposal on LMP Trust Funding

September 22, 2023

Management's 9/29/2023 Response to Labor's Counter Proposal on 9/29/2023 (4:30 PM Sidebar)

1. Increased Funding for LMP Trust

Kaiser will contribute to the LMP Trust Fund at the rate of **\$8 million** annually, prorated for 2023 from the effective date of this Agreement. Starting in 2024, the contribution will increase ~~5%~~ 2% annually. In addition, Kaiser will provide a **one-time cash payment of \$2 million** dollars in 2023. In the development of the Trust budget, the parties will meet to define the priorities for where to direct LMP funded activity and staff.



10/2/23

11.11



OCT 2, 2023

11.12

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

1:15
SEP 22

Subgroup: Economics

Section 2.B.2.h.3

The Medical Premium Subsidy ~~for 2017~~ as of January 1, 2023 for a KPSA plan shall be the following for an eligible retiree who retired from a position in the applicable region:

- › ~~\$186~~222.10 per month for a Northern California retiree;
- › ~~\$106~~126.57 per month for a Southern California retiree;
- › ~~\$80~~95.52 per month for a Colorado retiree;
- › ~~\$33~~39.40 per month for a Northwest retiree;
- › ~~\$33~~39.40 per month for a Hawaii retiree; and
- › ~~\$33~~39.40 per month for a Mid-Atlantic retiree.

~~Starting in 2018,~~ The Medical Premium Subsidy for each region shall increase by 3 percent (3%) on January 1, 2024, and on January 1 of each subsequent year.

Agreed:

CL 9/22/23
Caroline Lucas Date

Steve L Shields SEP 22, 2023
Steve Shields Date

Letter of Understanding Regarding Joint Staffing (1.F):

The parties commit to taking the following actions to implement joint staffing in Section 1F of the parties' National Agreement:

- By January 2024, there will be a joint communication to all employees and managers covered by this agreement providing a roadmap for joint staffing discussions. This will include timelines regarding the revision of business literacy training, region-appropriate information about budget timelines, and expectations for joint staffing discussions.
- By mid-Q3 2024, the parties will work together to revise and update the LMP business literacy training to ensure that it provides the information needed to support joint staffing discussions. The parties will jointly develop parameters regarding the audience and sequencing of the business literacy training. Management will identify the appropriate managers and Labor will identify the appropriate front-line employees to receive the training initially.
- By the end of Q1 2025, the identified managers and front-line employees will receive the updated LMP business literacy training.
- Additionally, as identified management and labor individuals in each UBT are trained, each UBT will have structured joint staffing and budget discussions, with all UBTs to have done so August 2025, so that the unit-level staffing models and workforce plans generated from those discussions will be considered in the budget for fiscal year 2026. These discussions will be incorporated into the annual budgeting process going forward.
- The parties will use the national oversight committee outlined in Section 1.F.3 to implement this agreement, discuss any issues related to this implementation, as well as any additional steps toward further integration the parties wish to take. By the end of Q4 of 2023, members of this committee will be identified, and this committee will convene no later than January 2024. The parties will meet bi-weekly for the first three months, and monthly after that until September 2027. The parties may meet more or less frequently by mutual agreement.
- Nothing in this agreement waives any rights or obligations outlined in the National Agreement.

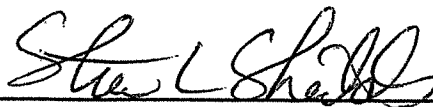
Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser Permanente
Unions

10/12/23

Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser Permanente

Oct 12, 2023

Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

Subgroup: Economics

Replace Section 2.B.1.b. as follows:

b. Basic Comprehensive Plan

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 concluded no less than three months prior to the effective date. The parties agree that eligible employees covered by this Agreement shall be covered by the basic plan. The basic plan shall be based on a "Kaiser Foundation Health Plan Traditional HMO Plan." While the parties understand that some variation in benefits may be necessary, the intent is to achieve national uniformity where possible. The basic plan shall include outpatient and hospital and other services in addition to the following features:

- » dispensed prescription drugs for up to 100 days/three months for maintenance medications, barring state statutory or other legal or technical barriers;
- » 100 percent allocation for Colorado mid-level option of the flexible benefits plan;
- » dependents (spouse, domestic partner, children up to 26, special dependents); and
- » durable medical equipment (DME).

On or after January 1, 2006, the plan covering employees in the Northern California region will include a \$5 office visit co-pay.

Effective January 1, 2017, emergency room visit co-pays for active employee medical plans will be as follows:

- » California and Northwest—\$50
- » Hawaii, 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 co-pay will be waived.

This provision will supersede any contrary local collective bargaining agreements.

Flexible benefit programs in local labor agreements, amended to reflect the features above, will remain unless another plan is implemented by mutual agreement.

Through December 31, 2020, the exiting medical plan structure remains in effect. ~~The parties will work together in partnership throughout 2020 on an educational campaign to help employees understand~~

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

~~how the mail order prescription program works.~~ Effective January 1, 2021, the parties agree that the prescription drug provisions for all active medical plans remain in effect except:

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

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


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

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

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

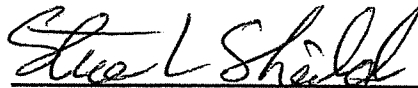
This section will supersede any contrary language in local collective bargaining agreements.

Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser Permanente
Unions

10/12/23
Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser Permanente

Oct 12, 2023
Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

October 4, 2023

Contract Clean-Up

Page 67:

2.B.2 e. Pension Service Credits

Remove paragraph

Page 75:

2.B.4c. Affordable Care Act Excise Tax

Remove paragraph

Agreed:



10.4.23

Caroline Lucas
Executive Director
Coalition of Kaiser
Permanente Unions
October 4, 2023

Date



OCT 19, 2023

Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

Subgroup: Economics

Accelerated Hiring Process

This is a package proposal that requires agreement to the whole for any piece to be considered agreed upon.

This is a stand-alone agreement between the parties and will not amend the local CBAs or the current National Agreement or Successor Agreement, except as listed below during the AHP. This agreement is intended for the parties to assist each other in their joint goal to hire 10,000 Coalition represented positions and continue work to fill vacancies into 2024. The Accelerated Hiring Period will begin upon notification of ratification of all Coalition of Kaiser Permanente Unions and will continue for one calendar year (Accelerated Hiring Period). The parties may mutually agree to extend the AHP, in whole or in part, in writing.

I. Decreasing Internal delays to external hiring

- If the parties jointly determine that the bidding process is delaying hiring, the parties shall use the agreed upon expedited bidding process (attached here), in which the right of return is waived, in their respective markets. Moreover, the parties will have the flexibility to mutually agree to modify the process if the agreed upon process is not conducive to their respective market.
- All employees who transfer during the accelerated hiring period (AHP) will commit to their position and remain in the same for a 1 year period. This 1 year period would not apply to promotional opportunities. Promotion opportunities are defined as the following: (1) Moving to a different and higher job classification including a lead position or higher position within a career ladder progression (e.g., Tech I to Tech II); (2) Moving to a higher FTE in the same job classification (e.g., moving from a 0.5 FTE to a 1.0 FTE).
- New hires will commit to their classification for a 1 year period. This 1 year period would not apply to promotional opportunities. Promotion opportunities are defined as the following: (1) Moving to a different and higher job classification including a lead position or higher position within a career ladder progression (e.g., Tech I to Tech II); (2) Moving to a higher FTE in the same job classification (e.g., moving from a 0.5 FTE to a 1.0 FTE).
- The parties will require both the applicant and managers to be responsive throughout the process. The parties shall agree to a mutual timeline for responsiveness for both the bidding process and the hiring process as follows:
 1. Time for employee to accept a position awarded outside of the expedited bidding process: 72 hours after phone and email contact.
 2. Time for a manager to notify a successful bidder of their transfer approval: 72 hours after close of posting period.

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

3. Time for manager to make a decision on external candidates referred to positions not filled internally: 7 days.

II. Invest in internal talent to meet staffing needs

- To inform internal hiring process and placement of graduates of Ed Fund/1199/BHMT programs into roles utilizing newly obtained qualifications, the Coalition will work with the Ed Fund/1199/BHMT to reach out to employees who(m) have graduated within the last two years during the first two (2) months of the AHP to assess the barriers to graduates being placed in new roles. The Coalition will perform one survey jointly agreed upon with KP within the AHP. KP and the Coalition will meet no later than January 31, 2024, to review the findings of the survey and work to develop strategies to support interested graduates in moving into vacancies wherever possible.
- Consistent with the June 2023 settlement agreement between KP and the Coalition of Kaiser Permanent Unions to implement experience waivers, the committee established per paragraph 3 of the settlement agreement. Thereafter, this committee will meet quarterly for virtual 90-minute meetings to discuss waiving the length of work experience requirement in entry level classifications, for which the length of work experience requirement has not already been waived, and for which the Coalition wishes to discuss waiving the length of work experience requirement. These quarterly meetings shall continue for the duration of the AHP. Where the parties agree to waive the length of work experience for a classification, they shall agree on a timeline for doing so.
- The parties shall agree to eliminate repetitive and duplicative testing requirements. Repetitive and Duplicative testing means the test hasn't changed nor has there been updated iterations of the same. A candidate will not be required to re-test if they have used those skills in at least five (5) years or if they have passed the same test in applying for any other position in the past five (5) years.
- In an effort to address auto-rejected candidates, the parties agree to the following:
 - (1) Beginning October 1, 2023, Labor will inform their members of the Step-by-Step Guide to fill out an application. <https://www.kaiserpermanentejobs.org/searching-jobs>; Labor will socialize the aforementioned website for the first 30 days of the AHP in an effort to reduce auto-rejected candidates (2) Upon labor's completions of socializing and engaging their members with the aforementioned website information. Thereafter, Labor and Management will form a Triage team that will review auto-rejects from internal candidates that the candidate believes occurred in error. The Triage Team will consist of management members of WFPD and labor designees (there will be one labor designee per local. The labor designee will be union staff or on a special assignment agreement) in every market. The path to resolution shall occur as follows: (A) The labor designee shall meet with the candidate and fill out a form that indicates all of the information needed to quickly verify and come to a resolution. The labor designee shall verify the form has been filled out correctly prior to sending to the management WFPD member of the triage team; (B) Upon receipt of the completed form, the management member of WFPD team shall provide an answer to the labor designee and the internal candidate as to why the auto-reject occurred (e.g. whether it was user error, incomplete information, or system error); (C) Thereafter, and on a Bi-monthly basis, the Coalition of Kaiser Permanente Unions National Program Coordinator of Workforce Planning and Development (or designee)

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

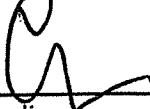
shall meet with the Management Director of National Workforce Planning and Development (or designee) to capture the auto-reject data and report the same on a quarterly basis to the Kaiser-CKPU LMP Executive Committee; (D) Upon gathering the data, the KP-CKPU LMP Executive Committee will determine next steps on how to address systemic problems.

- The parties have agreed to dedicate \$10 million per year from the SEIU Education Fund and \$1.75 million from the Ben Hudnall Fund to target towards training, externing and precepting existing employees to become Medical Assistants/Clinical Assistants, LPNs/LVNs, Diagnostic Imaging/Rad Techs, Lab Assistants and Call Center/Customer Service Rep. Kaiser will make every effort to maximize externship placement/clinical supervision opportunities in order to accommodate the success of this program. A Steering Committee comprised of participants from the Education Funds, Coalition Unions, and the employer, will create a plan to operationalize this initiative by March 30, 2024. The Steering Committee will meet quarterly to monitor progress on the number of people entering the training programs, the availability of externship placements, success of promotion of graduates into positions, and make adjustments to the plan to address any barriers that are identified.
- During high volume hiring events for Coalition positions, the parties shall use the agreed upon labor integration process (attached here). Management will update labor on a quarterly basis on where high-volume hiring events will occur so the parties can use the agreed upon labor integration process. There will be a minimum number of high volume events recruiting for Coalition vacancies during the AHP as follows:
 - Northern California: 3
 - Southern California: 3
 - Mid-Atlantic States: 1
 - Northwest: 1
 - Washington: 1
 - Colorado: 1
- Among equally qualified candidates for a position, Kaiser Permanente will give a preference to Futuro graduates over candidates who are not already employed by Kaiser Permanente or participants in a Kaiser Permanente-affiliated program.
- During the AHP, referral bonuses of at least \$1500 for a benefitted part time job and \$3000 for a benefitted full time job will be paid for all Coalitions employees who successfully refer a new employee that is hired into a hard to fill position. The parties agree that the following positions will be considered Hard-to-Fill at the start of the AHP (October 1, 2023):
 - KPCO – Medical Assistant; Rad Tech; LPN; Surgery Tech; Pharmacy Tech
 - KPMAS – Optometrist; Rad Tech; Sonographer; Opthamology Tech; Surgical Tech; Medical Technologist; Pharmacy Tech
 - NCAL – Radiology Technologist II, III, & IV; MRI Technologists II; Sonographer II; Sr Clinical Lab Scientist; Clinical Lab Scientists; Optometrist; VSA II (only); Psychiatric Technician; Surgical Technician; Sterile Processing Technician
 - SCAL – Diagnostic Imaging Tech-MRI; Diagnostic Imaging Technologist-Radiologic II; Diagnostic Imaging Technologist – Radiologic III; Surgical Tech; Respiratory Therapist; Sonographer/Ultrasound

2023 Coalition of KP Unions National Bargaining – Tentative Agreement


- KPNW – LPN; Ophthalmology Technician; Dental Assistant; Phlebotomist
- KPWA – Master Level Therapist; Medical Assistant; Surgical Tech; RN; Sterile Processing Tech, Anesthesia Tech, MSW
- Positions can be deleted from the list based on progress in filling vacancies. Labor will be notified of any decision to remove a classification from the list and will be provided with the hiring information that justified the removal. Positions can be added to the list based on emerging hiring needs. The employer will give serious consideration to labor recommendations about classifications that are warranted to be added.
- The referral bonus information must be submitted at the time of application. There shall be a 2-referral maximum payment for each Coalition employee during the AHP. Moreover, the referral bonus process must be clear, concise and consistent to avoid any confusion.
- **IV. Setting a safe staffing future**
 - Labor and Management have a mutual interest in reducing the use of travelers and registry (staffing provided through outside agencies). The parties recognize that registry and travelers should not be utilized to meet regular workflow needs. The parties understand that the use of registry and travelers may be necessary to address temporary peak workloads, to temporarily cover hard to fill vacancies or respond to extraordinary circumstances, defined as a significant impact to quality, service, or patient safety. The parties will meet on a quarterly basis and will utilize existing LMP meeting forums to review the utilization of traveler and registry personnel. To reduce the utilization of travelers and registry, the parties will work together to identify alternative solutions to include but not limited to: posting of regular and temporary positions, development and/or expansion of a float pool, offering non-overtime additional hours, expedited bidding, accelerated hiring to fill vacant positions, voluntary temporary upcoding of current employees, etc.
 - The parties have agreed to steps to support the Joint Staffing Language in the National Agreement (attached here).
- **V. Dispute Resolution**
 - In the case of a dispute regarding this agreement, the dispute or grievance process in the appropriate local CBA will be the sole dispute resolution pathway.

Agreed:



Caroline Lucas
Executive Director
Coalition of Kaiser Permanente
Unions

10/12/23 Date



Steve Shields
Senior Vice President
National Labor Relations, Kaiser Permanente

Oct 12, 2023 Date

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ATTACHMENTS

Accelerated Hiring Process

Expedited Department Bid Process

The parties recommend the following expedited, department-based lateral transfer process for vacant shifts that would have been posted through the usual and customary KP Talent Acquisition local contractual identified process.

This internal department specific process is intended to expedite the internal churn of posting each unique position, through the usual and customary KP Talent Acquisition local contractual process, with a goal to accomplish filling the department position, and subsequent associated employee movement, with an expedited department unique job posting process and awarding of positions.

This process is intended to expedite the transfer process:

- Of department identified vacant full-time and part-time (benefitted) positions.
 - For employees currently working in the department posted job classification (e.g., Family Medicine medical assistant to bid on open Family Medicine medical assistant position(s). - *Note Clarify definition of a department per local agreement
 - Within a department specific job posting process to be completed in one to two round (maximum) bidding process with any remaining position(s) to be posted through talent acquisition per local contractual provisions.
 - By activating the expedited process when the department identifies a market specific vacancy of a full-time or part-time (benefitted) position and which the expedited process would reduce the associated internal churn. Each market to determine unique classification(s) to which this process would apply, and each market maintains discretion to utilize the expedited process. We encourage the use of this expedited process but ultimately it is up to the department and union to jointly decide whether or not to utilize this process.
 - By waiving any local contractual return right provisions for any bids as part of this departmental job posting process.
 - By not considering any bids as part of this expedited process as a “transfer” under any restricting of transfers within local agreement provisions.
- **PRE-BID MEETING:** Conduct a pre-bid meeting where the Manager shares with the Union representative the following:
- Full Department vacant position listing to be included in department expedited job posting.
 - Seniority list and

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- Current full-time and part-time employee list for the identified position within the department.
 - Manager with labor representative will review the information for accuracy of posting and seniority list. Department to post seniority list for a full work week unless the parties agree to a shorter timeline. The intent being for employees to confirm accuracy of posted seniority date. Union representative to *sign off* on posting and seniority list. It is the intent of the process to be as accurate as possible and any inadvertent errors after the fact which will be addressed with an individual remedy, if appropriate or applicable.
 - For purposes of the bidding process, the manager and union will agree to a date within two weeks, exceptions to timing may be made by mutual agreement.
 - Parties to discuss the full-time and part-time (benefitted) positions within the department for labor input.
 - This pre-bid discussion is one meeting so as not to delay the process.
- **COMMUNICATION:** Manager to provide a communication to all employees within the same job classification in the department with a copy to the union to include:
- Instructions on the bidding process including process for proxy bidding (e.g. authorization email to union and manager), how to opt out of process, skip if no-show at scheduled time, waiver of any contractual return rights (e.g. 14 day) because the bid is within the same department and job classification.
 - Date for ROUND ONE of the expedited department bidding process.
- **Participants at Expedited Process:** The appropriate labor representatives will be released as needed to support the expedited bidding process. The parties will limit their representatives to those necessary to support the process with attention paid to minimizing the disruption of work.
- **ROUND ONE** of the bidding process will commence with all the vacant positions for full time and part time employees moving through the seniority list. Employees will have up to 5 minutes (or time mutually agreed upon with the understanding that phone bids may take longer) to bid on the available position when his/her/their turn comes up.
- Telephone or virtual bidding is preferred to provide as least disruption to the department, though the department has discretion to utilize an in-person job bid process.
 - An identified job posting bid time will be identified for employees in seniority order.
 - Employee is to provide current phone number ahead of the job bid to the manager and union representative. The manager and union representative calls the employee at the designated time. Employee is expected to answer/respond at time of the call. If employee does not answer within designated time, manager and union representative will move forward to the next person in seniority order.
 - Alternatively, the employee may provide a proxy bid with job posting preferences (should have more than five options listed in order of preference) in advance to both the manager and union ahead of the department job bidding process as identified in the communication to employees.

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- This process shall move through the entire seniority list for full time and part time employees.
 - Each employee is provided one opportunity to bid at an identified time. If the employee does not present at scheduled time, manager and union will use employee's pre-submitted proxy selection.
 - Once ROUND ONE is completed, the remaining open position(s) will be available in the second round of the bidding process.
- **ROUND TWO** of the bidding process will commence within 2 DAYS of ROUND ONE with any full-time or part-time (benefitted) employee in the same classification from ROUND ONE, who did NOT obtain a new position, being provided the opportunity to bid in ROUND TWO in seniority order on the available position(s). Upon completion of full-time and part-time ROUND TWO bid, short hour and ISPT/per diem/on calls will bid in this round according to contractual order of application.

Upon exhaustion of this process, the remaining unfilled position(s) will be posted through the local contractual process.

Manager to forward the newly accepted positions to HRSC through the documented process form. (HRAR)

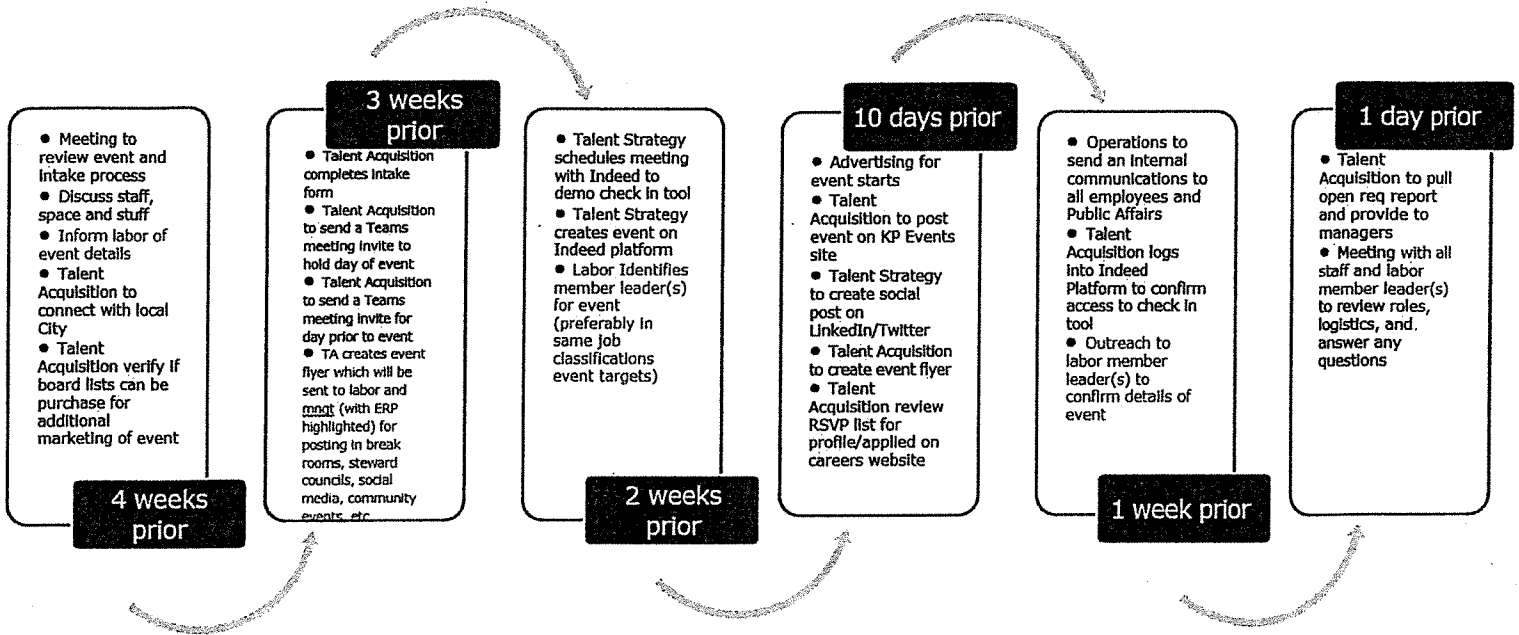
Market Expedited Promotional Opportunity within Department

Each market (at regional level with labor and management) shall meet to discuss consideration of an expedited internal department promotional job bid process within six months of implementation of the lateral job bid process.

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On Mass Hiring Event Labor Integration Process

IN-PERSON EVENT TIMELINE



On Joint Staffing (1.F)

The parties commit to taking the following actions to implement joint staffing in Section 1F of the parties' National Agreement:

- By January 2024, there will be a joint communication to all employees and managers covered by this agreement providing a roadmap for joint staffing discussions. This will include timelines regarding the revision of business literacy training, region-appropriate information about budget timelines, and expectations for joint staffing discussions.
- By mid-Q3 2024, the parties will work together to revise and update the LMP business literacy training to ensure that it provides the information needed to support joint staffing discussions. The parties will jointly develop parameters regarding the audience and sequencing of the business literacy training. Management will identify the appropriate managers and Labor will identify the appropriate front-line employees to receive the training initially.
- By the end of Q1 2025, the identified managers and front-line employees will receive the updated LMP business literacy training.

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- Additionally, as identified management and labor individuals in each UBT are trained, each UBT will have structured joint staffing and budget discussions, with all UBTs to have done so August 2025, so that the unit-level staffing models and workforce plans generated from those discussions will be considered in the budget for fiscal year 2026. These discussions will be incorporated into the annual budgeting process going forward.
- The parties will use the national oversight committee outlined in Section 1.F.3 to implement this agreement, discuss any issues related to this implementation, as well as any additional steps toward further integration the parties wish to take. By the end of Q4 of 2023, members of this committee will be identified, and this committee will convene no later than January 2024. The parties will meet bi-weekly for the first three months, and monthly after that until September 2027. The parties may meet more or less frequently by mutual agreement.
- Nothing in this agreement waives any rights or obligations outlined in the National Agreement.

