

10

2019 Coalition Bargaining

Coalition of Kaiser Permanente Unions

&

Kaiser Permanente

Tentative Agreements

_____, 2019

Chief Negotiators

Walter Allen

Dennis Dabney

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

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

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

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

2. PERFORMANCE-BASED ATBs or LUMP SUM PAYOUTS

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

The following schedule will be used:

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

Sustainability Performance targets will be:

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

Agreed:

2019 Coalition Bargaining - Tentative Agreement

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2019 Coalition Bargaining - Tentative Agreement

September 27, 2019

Side Letter Agreement

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

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

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

The path to sustainability includes (for information only):

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

Agreed:

Walter Allen

Date

Dennis Dabney

Date

2019 Coalition Bargaining - Tentative Agreement

Executive Director
Coalition of Kaiser
Permanente Unions

Senior Vice President
National Labor Relations, Kaiser
Permanente

2019 Coalition Coordinated Bargaining – Tentative Agreement

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

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

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

This provision will supersede any contrary local collective bargaining agreements.

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

IFPTE Local 20 Local Bargaining

IFPTE Local 20 Home Health

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

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

Agreed:

<hr/>	<hr/>
Michael Aidan	Dennis Dabney
Assistant Executive	Senior Vice President
Director/	
Sr. Union Representative of	
Medical Professionals and	
Optometry Units	
IFPTE Local 20	National Labor Relations, Kaiser Permanente
Date	Date

2019 Coalition Bargaining – Tentative Agreement

Subcommittee: Economics

New Employee Orientation

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

Agreed:

Walter Allen Date
Executive Director
Coalition of Kaiser
Permanente Unions

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

2019 SEIU-UHW Local Bargaining

Medical Social Workers – Probationary period

Add the following language to the KFHM/MSW collective bargaining agreement, Art. VI, Section 1 – “Probationary Employees”:

- Employees may not transfer during their ninety (90) day probationary period.

Add the following language to the KFHM/MSW collective bargaining agreement, Art. XVI, Section 1 – “Paid Educational Leave,” subsection C:

- Employees may use their educational leave in order to participate in online courses that otherwise meet the criteria specified in this Section.

Agreed:

Dave Regan Date
President
SEIU United Healthcare
Workers-West

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

September 26, 2019

Memorandum of Understanding

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

The parties, having bargained in good faith and having raised all claims and issues with respect to the landscaping function in the Northern California Region, hereby agree:

1. For the duration of this agreement, where the landscaping function is currently being done by a third-party vendor exclusively at a Kaiser Permanente facility, Kaiser Permanente will continue using a vendor at such facility.
2. For the duration of this agreement, the landscaping function will not be subcontracted or outsourced at the following facilities and satellites:
 - a. Manteca
 - b. Modesto
 - c. Stockton
 - d. Antioch
 - e. Walnut Creek
 - f. Oakland
 - g. Richmond
 - h. San Francisco
 - i. Fremont
 - j. San Leandro
 - k. San Rafael
 - l. Vacaville
 - m. Vallejo
 - n. San Jose
 - o. Santa Clara
3. Disputes arising under this agreement shall be resolved by expedited arbitration, David Weinberg Arbitrator.

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

Agreed:

Dave Regan
President
SEIU United Healthcare
Workers-West

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

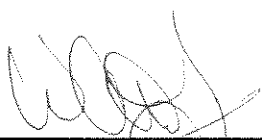
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Retiree Voluntary Pension Check Off

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

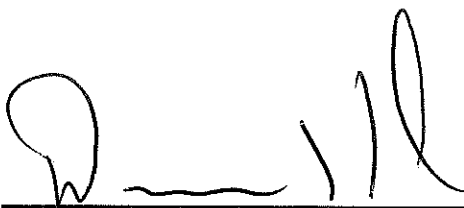
Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19

Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19

Date

2019 SEIU-UHW Local Bargaining - Tentative Agreement

Inland Empire Bargaining Unit Incorporation

Effective October 1, 2019, SEIU United Healthcare Workers-West and Kaiser Foundation Health Plan, Inc., have agreed that the Union's members located in the Inland Empire and performing desktop support in KP-IT will become part of the Union's Statewide service and technical bargaining unit, and with the following exceptions, the parties' Statewide collective bargaining agreement will govern the terms and conditions of their employment.

Exceptions:

1. Wage rates for the Inland Empire based KP-IT desktop support positions will mirror the Los Angeles wage structure, subject to a 2.5% decrease in each step due to geographic wage differences.
2. Each of the Union's members located in the Inland Empire and performing desktop support in KP-IT will receive a one-time bonus of \$1,000.00, to be paid as soon as practicable following ratification of this Agreement.

Agreed:

Dave Regan
President
SEIU United Healthcare
Workers-West

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

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

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

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2019 SEIU-UHW Local Bargaining

Moreno Valley Contract Consolidation

Effective October 1, 2019, SEIU United Healthcare Workers-West and Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group, and the Southern California Permanente Medical Group (together, the “parties”) have agreed that the Union’s members at the Moreno Valley Medical Center (the “Moreno Valley members”) will become part of the Union’s Statewide service and technical bargaining unit. Except as noted below, the Parties agree that their Statewide collective bargaining agreement will govern the terms and conditions of employment of the Moreno Valley members.

Exceptions:

- Provisions of the Statewide agreement governing operational processes, including, by way of example, and not limited to vacation and holiday selection, additional hours and overtime, and posting of schedules, will be implemented for the Moreno Valley members on January 1, 2020.
 - The Parties agree to meet as needed, between ratification of this Agreement and January 1st, to discuss the operational transition details in order to ensure a smooth transition.
 - In the event unforeseen issues arise that would prevent the implementation of any contract provision on January 1, 2020, the Employer will provide the Union at least two weeks’ notice of the problem.
- The Moreno Valley members shall continue to be governed by Article 7, Section 11, “Shift Differentials,” Article 8, “Wages,” Article 10, “Earned Time Off Program (ETOP),” and Appendix “A” of the collective bargaining agreement negotiated between and among the Union and Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, and the Southern California Permanente Medical Group, governing the Union’s (the “Moreno Valley CBA”). The parties further agree that they shall preserve the original intent and meaning of these

2019 SEIU-UHW Local Bargaining

provisions of the Moreno Valley CBA. Specifically, the parties agree that any changes in formatting or presentation necessitated by their incorporation shall not alter in any manner the original intent or meaning of the Moreno Valley CBA provisions.

Agreed:

Dave Regan
President
SEIU United Healthcare
Workers-West

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

September 25, 2019

Memorandum of Understanding

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

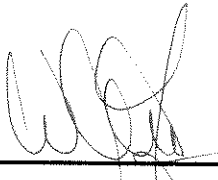
The parties, having bargained in good faith and having raised all claims and issues with respect to the subjects contained herein, hereby agree:

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

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

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

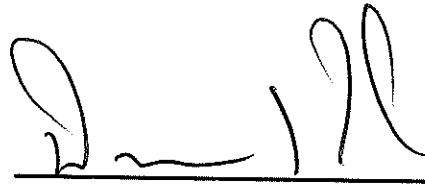
Agreed:



9-25-19

Date

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions



9-25-19

Date

Dennis Dabney
Senior Vice President
National labor Relations, Kaiser
Permanente

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Side Letter re Subcontracting

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

Section 1. Definitions

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

Section 2. Subcontracting

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

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

2019 Coalition Bargaining - Tentative Agreement

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

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

Section 3. Outsourcing

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

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

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

2019 Coalition Bargaining - Tentative Agreement

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

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

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

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

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

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

2019 Coalition Bargaining - Tentative Agreement

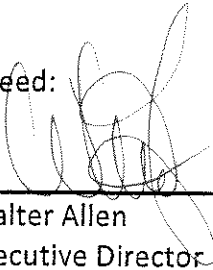
Section 5: Dispute Resolution.

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

Section 6: Duration.


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

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

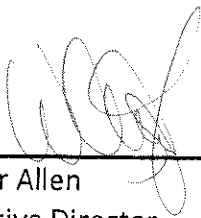
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Section 1.B.3: Partnership Trust contributions:

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


Agreed:



9-25-19

Date

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions



9-25-19

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

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

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

- 32-CA-239513 (CKPU)
- 19-CA-244471 (SEIU Local 49)
- 19-CA-246885 (SEIU Local 49)
- 19-CA-247084 (SEIU Local 49)
- 19-CA-247517 (SEIU Local 49)
- 32-CA-234600 (SEIU-UHW)
- 32-CA-246145 (SEIU-UHW)
- 32-CA-246152 (SEIU-UHW)
- Employer grievances related to strike votes.x

Deleted: Coalition and its member unions

Deleted: <#>5-CA-245567 (OPEIU Local 2) :

Deleted: <#>19-CA-247082 (SEIU Local 49) :
<#>19-CA-247083 (SEIU Local 49) :

Agreed:

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

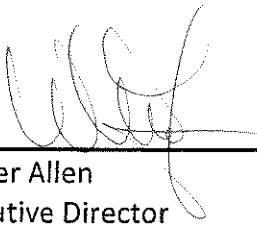
2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Total Health – Elimination of THIP


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

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

September 24, 2019

Memorandum of Understanding

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

The parties agree that SEIU-UHW will, upon ratification of the 2019 National Agreement, withdraw all grievances and unfair labor practice charges relating to the outsourcing of the parking attendant and newborn hearing testing functions at the San Francisco Medical Center, including but not limited to Unfair Labor Practice Charge Numbers 32-CA-246145 and 32-CA-246152.

Agreed:

_____	_____
Date	Date
Dave Regan President SEIU - UHW	Dennis Dabney Senior Vice President National labor Relations, Kaiser Permanente

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Section 1.F.3, Revised Contract Specialists

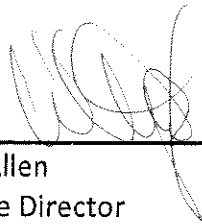
Paragraph 2, first sentence:

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

Last sentence:

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

Agreed:



9-25-19

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date



9-25-19

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

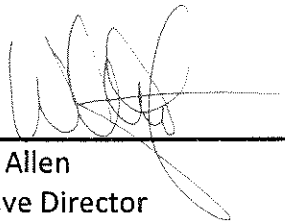
2019 Coalition Bargaining - Tentative Agreement

Subcommittee:

Duration and Renewal

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

Agreed:


_____ 9-25-19
Date

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions


_____ 9-25-19
Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

2019 Coalition Coordinated Bargaining – Tentative Agreement

Sec 2(A) 2: Performance Sharing

(p.56...“or other mutual agreeable factors.”...)

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

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

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

The parties further agree to jointly develop strategies to:

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

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Discretionary Retail Prescription

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

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

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

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

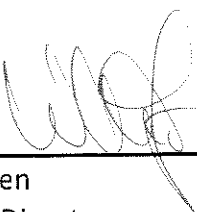
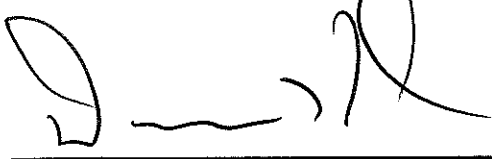
During 2022, if less than 40% of prescription drugs for all active Coalition employee medical plans are dispensed through mail order, then effective July 1, 2023, in accordance with exceptions described herein, all discretionary retail pharmacy co-pays less than \$20 will increase to \$20.

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

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

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

Agreed:

	
<hr/>	<hr/>
Walter Allen	Dennis Dabney
Executive Director	Senior Vice President
Coalition of Kaiser	National Labor Relations, Kaiser
Permanente Unions	Permanente
7-25-19	9-25-19
Date	Date

2019 Coalition Bargaining - Tentative Agreement

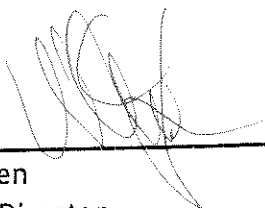
Subcommittee: Economics

Elimination of Two-Year Experience Requirement for Incumbent Employee Promotions

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

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

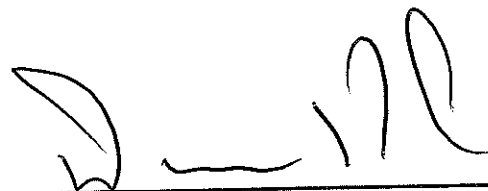
Agreed:



9-25-19

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date



9-25-19

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

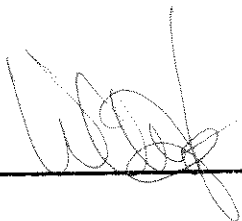
2019 Coalition Bargaining - Tentative Agreement

Subgroup: Economics

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


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

Agreed:



Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

9-25-19
Date



Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

9-25-19
Date

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

1.L.2. Revision

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

2. PARTNERSHIP AGREEMENT REVIEW PROCESS

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

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

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

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

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

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

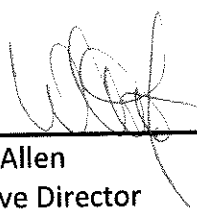

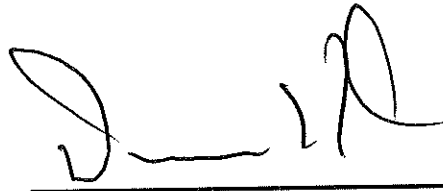
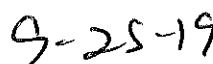
If the parties are unable to reach consensus, either party may refer the matter to the National LMP Co-chairs. The referral shall include a completed Issue Resolution form. The National LMP Co-Chairs shall appoint a labor management fact-finding team to investigate the matter and attempt to mediate the

2019 Coalition Bargaining - Tentative Agreement

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

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

Agreed:

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

Subgroup: Labor Management Partnership

Deliverable 1: LMP Education and Training

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

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

The following additional considerations are relevant for implementations

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

Subgroup: Labor Management Partnership

Deliverable 2: Issue Resolution Process

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

The following additional considerations are relevant for implementations

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

Subgroup: Labor Management Partnership

Deliverable 3: World Class Partnership Revitalization Communication

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

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

Subgroup: Labor Management Partnership

Deliverable 4: Partnership Structure and Operations

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

Subgroup: Workforce of the Future

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

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

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

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

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

Agreed:

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

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

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

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

Subgroup: Operational Effectiveness & Quality Care Delivery

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

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

Agreed:

_____ Walter Allen Executive Director Coalition of Kaiser Permanente Unions	Date	_____ Dennis Dabney Senior Vice President National Labor Relations, Kaiser Permanente	Date
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2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Workforce of the Future Development Fund

Both SEIU-UHW and Kaiser Permanente recognize that there is a shortage of licensed and credentialed healthcare workers—particularly healthcare workers who reflect the full diversity of the state including age, gender, language, geographic dispersal and socio-economic background—to care for the population of our nation’s largest state. Additionally, the fact that these jobs require advanced training in the form of licenses and/or certifications means they overwhelmingly provide good wages and quality benefits at a level that can sustain families and reduce the level of economic inequality in our society. Official projections by the State of California estimate that a shortage, over the next ten years, of about 500,000 trained caregivers to fill the roles which will be required for the state’s healthcare system.

This shortage, if it persists, will result in sub-optimal care for patients, a less stable and secure healthcare workforce and the continuation of practices and systems which result in the underrepresentation of young people, women, people of color and ethnic minorities in the upper levels of the caregiver professions within the healthcare system.

In order to attack this shortage directly, UHW will establish a 501(c)(3) to fulfill the mission of providing education and training to individuals pursuing opportunities in the healthcare industry with the goal of graduating 10,000 new, licensed and/or credentialed caregivers per year, by the expiration of this National Agreement. UHW will be responsible for the legal establishment of the entity, including drafting the Articles of Incorporation and the Bylaws of the entity. The Bylaws will be drafted in such a way, in consultation with Kaiser Permanente, so as to accomplish this mission and goal and allow for the inclusion of other Coalition unions, including unions in other states with a similar mission and goals. Kaiser Permanente will review the Articles of Incorporation and the Bylaws prior to their finalization.

The 501(c)(3) will not be controlled by either the Union or Kaiser Permanente. Kaiser will be granted three seats on the Board of Directors. Additional seats may be filled by employers who financially contribute to the entity. UHW will be given three seats on the Board of Directors, and one seat for each additional seat that is filled by an employer, so that at all times the Union shall have an equal number of seats as employers.

The Union will initially appoint two community members and Kaiser will appoint one community member who are not employees of the Union or Kaiser Permanente to the Board of Directors. Additional community members may be appointed pursuant to the Bylaws.

2019 Coalition Bargaining - Tentative Agreement

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

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

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

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

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

Agreed:

_____ Dave Regan President SEIU United Healthcare Workers-West	Date	_____ Dennis Dabney Senior Vice President National Labor Relations, Kaiser Permanente	Date
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2019 Coalition Coordinated Bargaining – Tentative Agreement

Subgroup: Economics

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

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


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

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

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

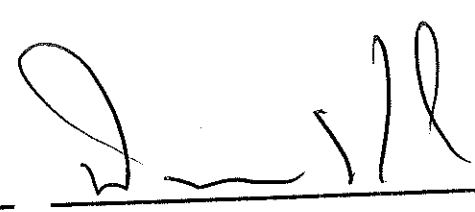
This provision will supersede any contrary local collective bargaining agreements.

Agreed:



Date

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions



Date

Dennis Dabney
Senior Vice President
National labor Relations, Kaiser
Permanente

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

KPWA – Transition to Partnership

Effective October 1, 2021, the Subcontracting and Joint Staffing and Planned Replacement provisions of the National Agreement shall apply to the Office and Professional Employees International Union (OPEIU) Local 8 and the Service Employees International Union (SEIU) 1199NW bargaining units.

Effective upon ratification of the National Agreement:

- SEIU will meet with KPWA within 90 days to discuss how the parties will apply the Employment Income and Security Agreement (EISA) locally.
- Before any application of EISA, KPWA and OPEIU will meet regarding proposed business decisions and impact to members.

The Parties acknowledge and agree that that Kaiser Foundation Health Plan of Washington (KPWA), SEIU and OPEIU jointly reject the following provisions and agree to maintain local contract language and policies with respect to these issues:

- Total Health (Sections 1.H.1., 1.H.2.a-d)
- Flu Prevention (Section 1.I.2)
- Options for Unused Annual Sick Leave (Section 1.C.3.c)
- Time-off Benefit Enhancement, excluding HRA (Section 1.C.3.c)
- Medical Benefits (Section 2.B.1)
- Defined Contribution Plan (Section 2.B.2.a)
- Defined-Benefit Retirement Plan (Section 2.B.2.b)
- Other Benefits (Section 2.B.3.a, c-e)
- Dental Benefit (Section 2.B.3.f)
- Orthodontia (Section 2.B.3.f)

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

KPWA – Transition to Partnership (cont.)

Agreed:

Walter Allen	Date
Executive Director	
Coalition of Kaiser	
Permanente Unions	

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

Agreed:

Diane Sosne	Date
President	
SEIU Local 1199	

Suzanne Mode	Date
Business Manager	
OPEIU Local 8	

2019 Coalition Coordinated Bargaining – Tentative Agreement

New Under Section 2.B.2.a Defined Contribution Plan

Washington Region Benefits. In lieu of the defined contribution benefits above, effective January 1, 2021 the following provisions shall be the only defined contribution benefits provided for the Washington Region.

- **Employer Defined Contribution.** All newly hired or existing Defined Contribution Plan eligible employees in the Washington region shall transition to and participate in the Employer Defined Contribution (EDC) benefit. An eligible employee automatically participates upon the first day of employment in an eligible status and will receive an Employer contribution of six percent ~~(6%)~~ of eligible pay. All EDC contributions will be immediately vested. *6.3%*

- **Employer Match.** For all newly hired employees or existing eligible employees, the employer shall make contributions to match 100% of an employee's contribution, up to *2.7%* ~~3%~~ of employee's eligible pay. The matching contributions will be optimized. All matching contributions will be immediately vested.

This provision will supersede any contrary local collective bargaining agreements.

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

Agreed:

Diane Sosne
President
SEIU Local 1199

Date

Suzanne Mode
Business Manager
OPEIU Local 8

Date

2019 Coalition Coordinated Bargaining – Tentative Agreement

Subgroup: Economics

New #6 Under Section 2.B.2.h. Retiree Medical Benefits

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

This provision will supersede any contrary local collective bargaining agreements.

Agreed:

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

Agreed:

_____	Date	_____	Date
Diane Sosne		Suzanne Mode	
President		Business Manager	
SEIU Local 1199		OPEIU Local 8	

Subcommittee: Economics

Memoranda of Agreement

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

Agreed:

Walter Allen Date
Executive Director
Coalition of Kaiser
Permanente Unions

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

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

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

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date

2019 Coalition Bargaining - Tentative Agreement

Subcommittee: Economics

Savings or Severability Clause

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

Agreed:

Walter Allen
Executive Director
Coalition of Kaiser
Permanente Unions

Date

Dennis Dabney
Senior Vice President
National Labor Relations, Kaiser
Permanente

Date