



LOCAL AGREEMENT
BETWEEN **SEIU-UHW**
AND **KAISER PERMANENTE**

NATIONAL AGREEMENT
BETWEEN THE **COALITION OF KAISER PERMANENTE**
UNIONS AND KAISER PERMANENTE

DURATION: OCT. 1, 2019 TO SEPT. 30, 2023
All terms remain the same unless otherwise stated below.

**THE SEIU-UHW 2019 KAISER NATIONAL BARGAINING
TEAM RECOMMENDS A YES VOTE.**

WAGE INCREASES

October 2019 – 3%

October 2020 – 3%

October 2021 – 3%

October 2022 – 3%

No reduction in starting wages for future employees.

Inland Empire IT workers who joined SEIU-UHW several years ago will be placed on the Los Angeles IT wage scale minus 2.5% plus a one-time \$1,000 bonus.

RETIREMENT BENEFITS

No change to pension or retiree medical benefits for current or future employees.

Retirees who wish to remain members of the union's Healthcare Justice Division will be able to pay dues through pension deductions on a voluntary basis.

HEALTH BENEFITS

Maintains fully-paid family health coverage.

Maintains \$5 copay for doctor visits.

Maintains \$5 copay for mail order prescriptions, first-time prescriptions, and prescriptions for which mail order is not available.

There will be no decrease in the amount of days the prescription is for.

During 2020, the Coalition and KP will work together on a joint education campaign to help employees understand how the mail order program works (including the convenience of ordering refills from your phone).

JOB SECURITY

Maintains income security agreement that guarantees one year of income in case of position elimination and guarantees Kaiser will make an effort to place an employee in another position within Kaiser at an equal or greater rate of pay.

Kaiser will not subcontract (bring in an outside company to do the work) existing jobs or functions performed by Coalition-represented employees at any KP campus or facility during the term of the agreement. This protects EVS and most patient care functions, but does not apply to work already subcontracted.

In addition, Kaiser will not subcontract the following functions whether or not they will be performed at a KP campus or facility: Revenue Cycle, Medical Records, Medical Coding, Patient Billing, Call Centers, Virtual Visits, Laboratory, Home Health, and Pharmacy.

We will partner with Kaiser to improve efficiency and quality to avoid subcontracting being considered. Kaiser may pursue outsourcing of functions not in the categories above that will not be performed at KP facilities if they meet certain

On January 1, 2021, in-person prescription refill copays that are available through mail order will increase to \$10. We will work to get mail order prescriptions to be at least 30% of all Coalition employee prescriptions by July 1, 2022. If we are not successful, in-person prescription refill copays that are available through mail order will increase to \$15. We will work to get mail order prescriptions to be at least 40% of all Coalition employee prescriptions by July 1, 2023. If we are not successful, in-person prescription refill copays that are available through mail order will increase to \$20.

All SEIU-UHW members should be able to maintain \$5 prescription copays if we use the mail order program where possible.

criteria and where labor costs are not a factor in the decision to outsource, subject to the presumption against outsourcing and a dispute resolution process.

There will be a process for considering insourcing work that has already been outsourced.

Northern California facilities that currently use KP employees for Gardener work will continue to do so.

Workers affected by the Pharmacy Warehouse outsourcing will have their wages and hours protected for the four years of this agreement as they transition into other KP jobs.

We will form a joint committee with Kaiser to formulate plans to prepare and develop the KP workforce for a future of technological change. The committee will work to make sure changes in technology are accomplished with minimal job loss, good training for workers and human judgment and compassion. The committee will begin meeting in 2020 and will issue an annual report each year starting in October of 2020.

EDUCATION AND PROMOTIONAL OPPORTUNITIES

Experience requirements will be waived for internal employees who want to promote to other Coalition positions and who acquire the necessary license, certification or credential. They will be paid according to this chart:

EXPERIENCE REQUIREMENT	YEAR 1	YEAR 2	YEAR 3
Less than 1 year	Step 1 of new job	Step 2	Step 3
Between 1 and 2 years	Step 1, less 5%	Step 2	Step 3
2 years or more	Step 1, less 10%	Step 2, less 5%	Step 3

Nobody will get a pay reduction as a result of being placed in a new position.

Employees will be able to be reimbursed up to \$750 of their tuition reimbursement allotment to be used for travel and lodging for courses, workshops, seminars and professional conferences for continuing education (up from \$500).

Kaiser will increase its contributions to the SEIU-UHW Education Fund to 0.50% of payroll (up from 0.40%).

WORKFORCE OF THE FUTURE DEVELOPMENT FUND

Kaiser will contribute \$130 million (no employee contribution) over 4 years to a fund to address the projected shortage of licensed and credentialed healthcare workers by providing training and education of future healthcare workers who represent the full diversity of the state.

This will be carried out by a newly established non-profit entity not controlled by either SEIU-UHW or Kaiser Permanente. SEIU-UHW will create the non-profit and draft the bylaws with input from Kaiser. The non-profit will have a board on

which UHW will have three seats and Kaiser will have three seats. In addition, UHW will appoint two community members to the board and Kaiser will appoint one. Additional seats can be filled by other employers who contribute financially. For each board seat given to an employer, UHW will get an additional seat. **The goal of the non-profit will be to graduate 10,000 new, licensed and/or credentialed caregivers per year by the expiration of the Agreement. The non-profit will partner with various education and training partners to accomplish this.**

BONUSES

The annual PSP bonus will continue.

The parties will work together towards a goal of improving attendance (excluding vacations, by 2% per year). This does not change anyone's individual leave accruals or rights.

Beginning in 2020, for PSP bonuses paid in 2021 and beyond, attendance will be 25% of the goal. 10% will be for the Coalition submitting a plan to improve attendance and 15% will be for reaching

a goal of a 2% overall reduction in non-vacation absenteeism (1/2 day per year).

The Total Health Incentive Program will be discontinued.

CONTRACT SPECIALISTS

There will be more Contract Specialists to assist in resolving workplace issues. The ratio will go from 1 Contract Specialist for every 1,500 members to 1 for every 1,200.

STRONGER LABOR-MANAGEMENT PARTNERSHIP

The Coalition and Kaiser will work together to improve attendance by giving it more weight in the PSP bonus, conducting joint education, and by developing strategies to improve the ability of employees to take their vacation, review on-call policies and replacement availability, review mutually agreed upon attendance guidelines, expand flexibility through shift trades and make-up time and consider increasing cash out of unused sick leave or conversion to HRA accounts.

Our National Agreement will have a stronger, faster process for resolving disputes. There is a 120 day maximum time-line to the process (previously it could go on indefinitely). Either party can advance a dispute to the next steps after 30 days (previously management could stall indefinitely). An arbitrator will be pre-scheduled so that he/she will be available for final resolution of disputes.

Kaiser will contribute \$6 million a year to the Labor Management Partnership.

There will be a focus on improving education and training of workers and managers on the principles and processes of the Partnership.

When new groups of Kaiser workers join Coalition Unions, they will convert to existing contractual provisions.

New Employee Orientation (NEO) with the union will now be mandatory for new employees and will be a minimum of 1 hour (up from 30 minutes). The Employer and the Union will provide a positive image of each other in the NEO.

Kaiser and the Coalition unions will 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. There are no other restrictions on the right to protest, speak out, or engage politically.

The union will withdraw our unfair labor practices charges against Kaiser related to outsourcing and bargaining.

OTHER

Medical Social Workers:

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

Education leave can be used for online courses.

Order of application language: by department, facility, and then region.

The MSW III program is for benefitted 20 hour or more employees. Current LCSWs receiving the benefit will be grandfathered in.

Seniority tie breaker will be: first to apply, first to interview, first to start work.

Moreno Valley:

Moreno Valley will be incorporated into the SEIU-UHW service and technical bargaining unit and local agreement (purple book). Wage scales (after the 3% raise), shift differentials and paid time off will remain as they are. Other provisions of the Local Agreement must be implemented by January 1, 2020.