

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

October 13, 2023

2.A.1

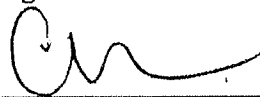
Guaranteed Across-the-Board Wage Increases (ATBS)

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



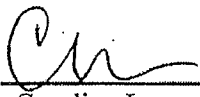
Steve Shields
Senior Vice President
National Labor Relations, Kaiser
Permanente

10/13/2023

Date

Any disputes arising out of this agreement shall be resolved through arbitration as provided for in National Agreement executed concurrently between the parties.

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

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:

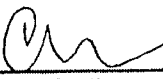
Immediately withdraw the following disputes:

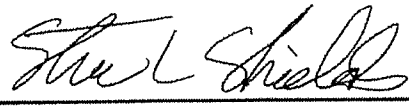
- dispute filed November 21, 2022, by OPEIU Local 30;
- dispute filed November 22, 2022, by SEIU Healthcare 1199NW;
- dispute filed November 23, 2022, by OPEIU Local 8;
- dispute filed November 29, 2022, by OPEIU Local 29
- dispute filed November 30, 2022, by SEIU Local 49.

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

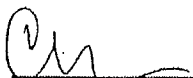
National Labor Relations, Kaiser Permanente

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.

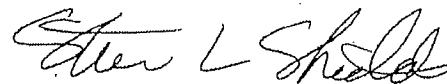
Agreed:

 10/13/23

Caroline Lucas Date

Executive Director

Coalition of Kaiser Permanente
Unions

 Oct 13, 2023

Steve Shields Date

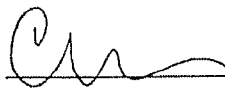
Senior Vice President

National Labor Relations, Kaiser Permanente

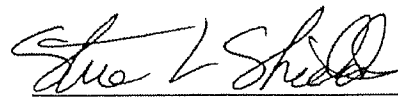
A. DURATION AND RENEWAL

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

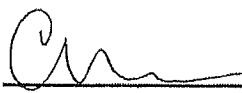
Healthcare is rapidly changing. Mega health plans and new players are disrupting healthcare, putting Kaiser Permanente at risk. Powerful forces are at play that we cannot control, so we must adapt. But more than this, we must lead. We must continue to advance our Mission and protect the future of value-based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



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

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					
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	\$950	
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	All conditions must be met: See Enhanced operating margin Threshold definition	
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:

Daily Count of Flu Vaccine Administrations (Numerator)	<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 <ol style="list-style-type: none"> 1. KP Internal vaccines documented in KPHC as administered (sourced via Clarity) 2. Network vaccines documented in either <ol 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)
Active Membership Count (Denominator)	<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.

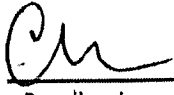
Performance Period: Pay periods 1 through 26

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

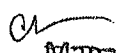
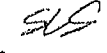
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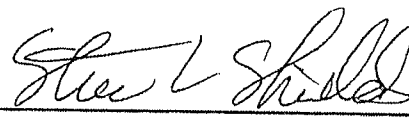
 
~~Management~~ 2023 Ratification Bonus

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:

 10/15/23
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

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.

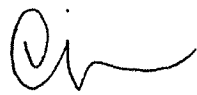
This provision will supersede any contrary local collective bargaining agreements, except it shall not apply to any Taft-Hartley trusts for dental benefits, nor shall it reduce any existing dental benefits.

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.

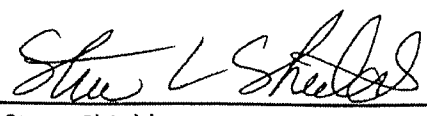
Agreed:



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:

 10/13/23
 Caroline Lucas Date

 10/13/2023
 Steve Shields Date

Executive Director

Senior Vice President

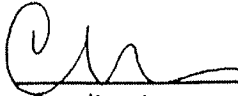
Coalition of Kaiser Permanente
Unions

National Labor Relations, Kaiser Permanente

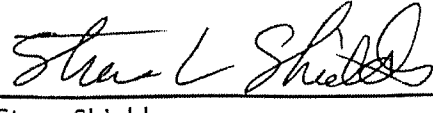
2023 Coalition of KP Unions National Bargaining—Tentative Agreement

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."

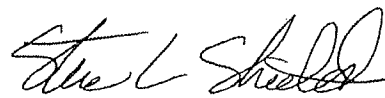
Agreed:



Caroline Lucas

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

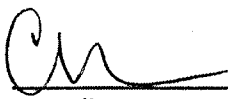
2023 Coalition of KP Unions National Bargaining—Tentative Agreement

October 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


Steve Shields

10/13/2023
Date

Executive Director

Senior Vice President

Coalition of Kaiser
Permanente Unions

National Labor Relations, Kaiser
Permanente

10/4/23 1:15 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:

 <hr/>	10/4/23 <hr/>	 <hr/>	<hr/>
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
KP

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.

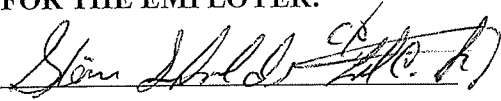
Jobs that Transition to Remote or Hybrid

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.

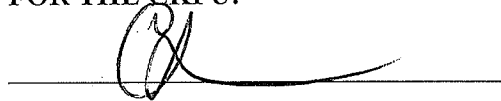
21. All employees will continue to work the schedule indicated on their current job posting and in accordance with all the Local Collective Bargaining Agreements.
22. Employees who volunteer to work a Remote or Hybrid status can return to work in a designated KP work site by giving the employer a thirty (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:

CL
 Caroline Lucas
 Executive Director
 Coalition of Kaiser
 Permanente Unions

10.2.23
 Date

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

10/2/2023
 Date

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:

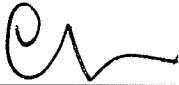

- Position status: active (vacant or filled) or inactive (the position is no longer needed, has been purported for another position, etc.)

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		SEPT 24, 2023
Caroline Lucas	Date	Steve Shields	Date
Executive Director		Senior Vice President	
Coalition of Kaiser Permanente Unions		National Labor Relations, Kaiser Permanente	

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:

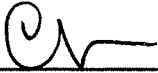
The Parties agree that the present practice of requiring incumbent employees, ~~who upgrade their skills and are~~ seeking promotional opportunities within Kaiser Permanente, to have between one and two years, or more, of actual work experience as an employee in the classification that represents a promotional 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

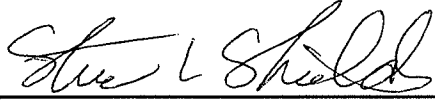
6. In no case shall a successful applicant receive a pay reduction as a result of being placed into a position. If an applicant's current rate is greater than the rate for the position that the applicant successfully bids for and is placed into, then the applicant's rate shall be red-circled, until the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

6:30 PM
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]

OR 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:

- › \$186222.10 per month for a Northern California retiree;
- › \$106126.57 per month for a Southern California retiree;
- › \$8095.52 per month for a Colorado retiree;
- › \$3339.40 per month for a Northwest retiree;
- › \$3339.40 per month for a Hawaii retiree; and
- › \$3339.40 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.

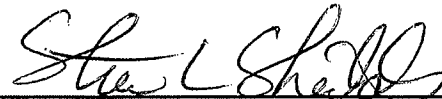
Agreed:



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.~~

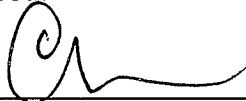
~~During 2022, if less than 40 percent of prescription drugs for all active Coalition employee medical plans are dispensed through mail order, then effective July 1, 2023, in accordance with exceptions described herein, all discretionary retail pharmacy co-pays less than \$20 will increase to \$20.~~

~~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.

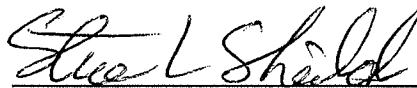
This section will supersede any contrary language in local collective bargaining agreements.

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

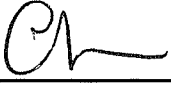
Remove paragraph


Page 75:

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

Remove paragraph

Agreed:

 10.4.23
Caroline Lucas Date
Executive Director
Coalition of Kaiser
Permanente Unions
October 4, 2023

 OCT 12, 2023
Steve Shields Date
Senior Vice President
National Labor Relations, Kaiser
Permanente

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; Ophthalmology 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 10/12/23 Date
Executive Director
Coalition of Kaiser Permanente
Unions



Steve Shields Oct 12, 2023 Date
Senior Vice President
National Labor Relations, Kaiser Permanente

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

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

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

- 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.

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

- 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)

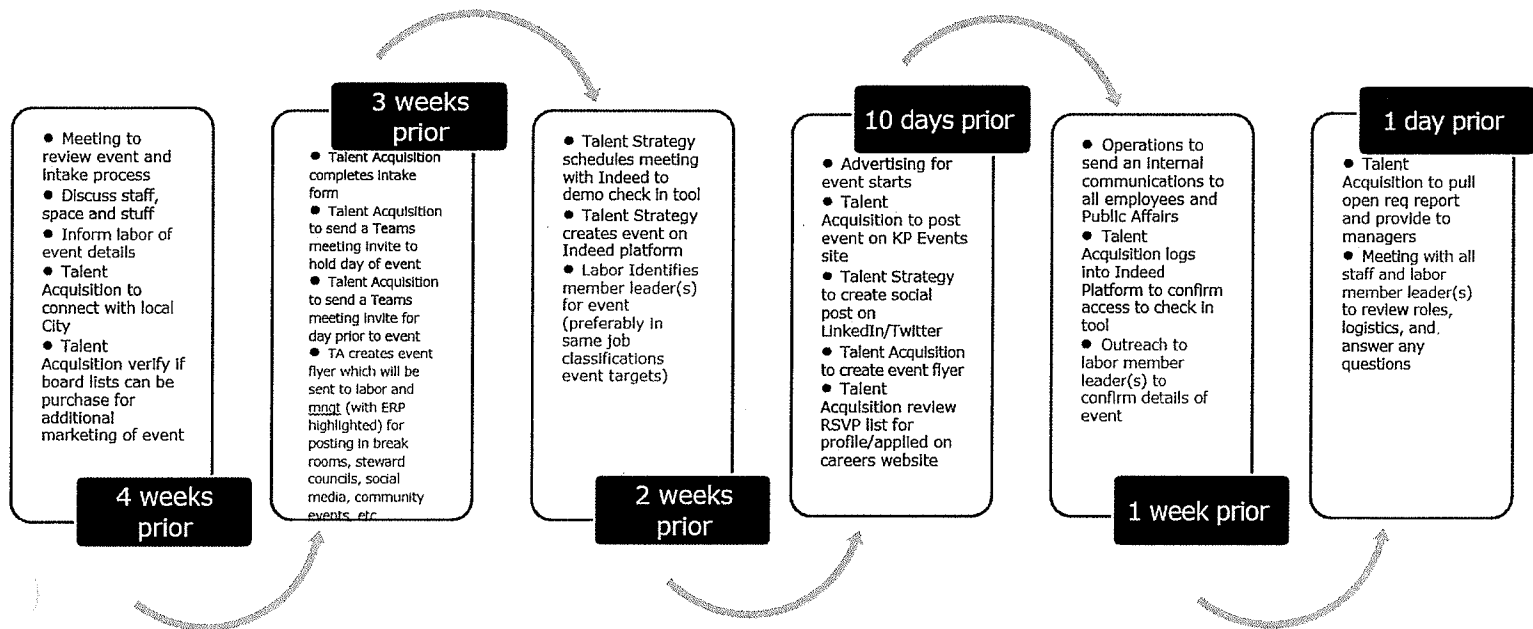
Market Expedited Promotional Opportunity within Department

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.

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

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.

2023 Coalition of KP Unions National Bargaining – Tentative Agreement

- 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.

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION
September 25, 2023

2.5 Job Posting Promotion & Transfer

(a) It is the Employer's policy to promote from within when qualified internal applicants apply for positions. When a vacancy in the bargaining unit occurs, or when new bargaining unit positions are created, a notice of such vacancy, including pay grade, shall be conspicuously posted on KP.org for seven (7) calendar days. Qualified employees who wish to be considered for the posted job must complete an online application and profile on KP.org. Employees who do not meet posted minimum job requirements are not qualified and will not be considered for the position. Employees may bid on no more than three (3) jobs at a time. Employees should not apply for positions for which they are not qualified. Employees who wish to apply for a posted position must do so during the posting period, and their application must be received by Human Resources by the end of the seven (7) day internal posting period.

Internal applicants shall be given first preference over equally qualified external candidates. Employees on leave of absence are not eligible to apply for posted openings unless they are able to begin work in the new job within four (4) weeks of their application. Postings will also be sent to the current OPEIU Contract Specialists and their back-up.

Following the conclusion of the notice period herein specified, the Employer shall fill the vacancy and/or newly created position on the basis of seniority, qualifications, skill, experience, past work performance, and ability to perform the work in question. Upon written request from the applicant, the Employer will inform the applicant of the reasons for non-selection in writing. If the qualifications, skill, experience, past work performance and ability of two (2) or more employees are, in the judgment of the Employer, substantially equal, the most senior employee shall be offered the vacancy. All qualified internal applicants, including those with active corrective actions, will be evaluated on the basis of their overall qualifications for the job. The hiring supervisor will select the most qualified applicant but may use existing active corrective actions as the basis for not hiring an applicant if he/she deems it appropriate.

If all qualified applicants have active corrective actions, the hiring supervisor may consider outside candidates along with bargaining unit members and will select the best qualified applicant for the job. Seniority shall be defined as Regional Seniority for transfers and promotions.

(b) An employee must spend at least six (6) months in his/her position before he/she may apply for another position. An employee with fewer than six (6) months in his/her position will be considered for a promotional opportunity if he/she is the only qualified internal applicant for a job. If two (2) or more qualified applicants with fewer than six (6) months

in their current positions apply for a job (subject to the other provisions of this section), selection among these applicants will be based upon the criteria stated in Article 2.5(a). In no case may an employee apply for a job with fewer than three (3) months in his/her current position.

- (c) Where and when feasible, as determined by the Employer, the Employer will endeavor to afford promising employees, who apply for higher-rated vacant positions, reasonable training to enable them to qualify for such positions.
- (d) If a position is not filled (job offered and accepted within six (6) months of the job posting), the position will be reposted before it is filled.
- (e) If improvements in technology make it possible to post vacancies via electronic means and thus eliminate paper distribution and posting, the parties will meet to discuss the implementation of such a change for bargaining unit positions.

2.6 PROMOTIONS

- (a) A promotion is hereby defined as a transfer from a lower paid grade to a higher paid grade.

An employee who is promoted to a higher position within the bargaining unit shall receive the minimum rate of pay of the new job classification and progress through the new job rate range in conformity with length of service in such new position. An employee whose present rate exceeds the minimum of the new job rate range shall be placed at the step rate in the new rate range which is next higher than the employee's current rate. In those instances where the promotional increase would normally be less than \$0.35 per hour the employee's pay rate will be adjusted to the next step rate which is higher than or equal to a \$0.35 increase. The promoted employee shall then progress in the rate range in conformance with the tenure steps of the rate range.

Each promoted employee shall be considered a probationary employee for a period not to exceed thirty (30) days. If, during the said probationary period, the employee, in the judgment of the employer, fails to perform satisfactorily the duties of the new position, he/she will be permitted to return to his/her original or equivalent position without loss of seniority. This may require exercise of bumping rights over the least senior employee. At or near the beginning of a promotional probation period, the supervisor and employee are expected to jointly discuss the training/orientation needs of the employee. This is to be understood as a shared responsibility between the supervisor and employee.

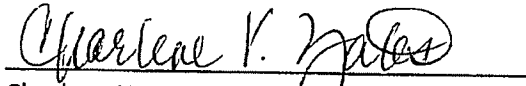
New employees hired in a special training status at a lower rate of pay will receive the regular rate of pay for that position upon satisfactory completion of the trainee status.

During the probationary period, an employee may request a return to the prior position if a job offer has not already been made to someone else. The supervisor will consider all relevant employee and management concerns in making a determination. In such circumstances the returning employee will revert to their former rate of pay (including any scheduled wage increases which would have occurred in the interim).

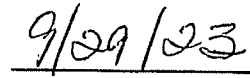
(b) TRANSFERS

An employee who transfers to a different job title, specialty, or location must undergo a thirty (30) day probationary period subject to the conditions stated for promotions.

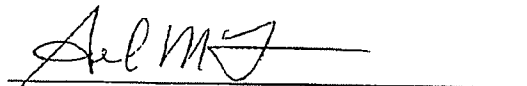
Agreed:



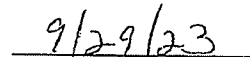
Charlene Yates
KP-MAS



Date



Sarah Levesque
OPEIU, Local 2



Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION
September 25, 2023

Joint Labor/Management Committees

OPEIU Local 2 and KPMAS Management have agreed to the creation of five committees consisting of labor and management members to work on the following topics that were raised during 2023 Local Bargaining sessions:

Attendance

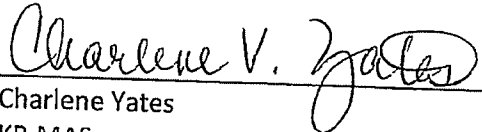
Float Pool Clusters and Training

Holidays

Technology (Call In Procedures)


These committees will continue to work to develop joint recommendations and will report out regularly. Cadence of report out will be every 60 to 90 days.

Agreed:



Charlene Yates
KP-MAS

9/29/23
Date



Sarah Levesque
OPEIU, Local 2

9/29/23
Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION

September 25, 2023

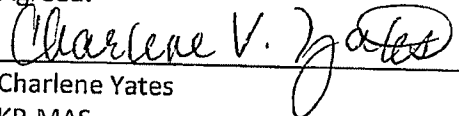
15.8 NEW HIRES

New hires with less than one (1) year of related experience beyond the minimum requirement of the job will be hired at the "Start Rate". New hires with one (1) year of related experience beyond the minimum requirement of the job will be hired at the "After 1 Year" rate. New hires with two (2) or more years of related experience beyond the minimum requirement of the job will be hired at the "After 2 Year" rate. New hires with four (4) or more years of related experience beyond the minimum requirement of the job will be hired at the "After 3 Year" rate.

Credit for past experience for new hires in the classifications of Bone Densitometry Technologist, Breast Imaging Specialist, Echocardiogram Technologist, Cardiovascular Technician/Technologist, Case Management Assistant, Sterile Processing Technician, CT Technologist, Certified Professional Coder, Diagnostic Medical Sonographer, EEG Technician/Technologist, DME Coordinator, Histology Lab Assistant, Interventional Radiology Technologist, Licensed Practical Nurse, Mammo Technologist, Medical Lab Assistant, Medical Laboratory Technician, MOHS Technician, MRI Technologist, Nuclear Medicine/PET CT Technologist, OB Nuch Trans Sonographer Technologist, Ophthalmology Assistant Technician/Technologist, Optician, Orthopedic Technician, Pharmacy Admixture Tech, Pediatric Echo Technologist/Fetal Cardiac Sonographer, Physical Therapist Assistant, Podiatry/Nail Technician, Polysomnographic Technologist, Respiratory Therapist, Radiologic Technician/Technologist, Referral Management Assistant, Sleep Apnea Technician, Surgical First Assist, Surgical Technologist (OR), Urgent Care Technician, Vascular Technologist I/II and will be determined as follows:

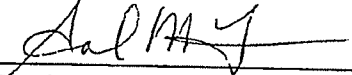
Credit for prior acceptable experience in the same job classification will be granted to new hires in the above jobs. Such credit will be given at the time satisfactory proof of experience is provided by the new employee. The new employee will be placed at the step rate which is one (1) step lower than where they would be if all experience had been with the Employer. (Example: a new hire with four (4) years of acceptable experience will be placed at the three (3) year step rate.)

Agreed:



Charlene Yates
KP-MAS

9/29/23
Date



Sarah Levesque
OPEIU, Local 2

9/29/23
Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2 (Administrative and Technical)
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION

September 25, 2023

Note: Effective date of changes for differential rates will be the first full pay period that begins 120 days after ratification.

4.3 WORK BEYOND REGULAR WORK DAY OR WORK WEEK

A weekend differential shall be paid for all hours worked on a weekend at the rate of \$2.00 per hour. A weekend is defined as Saturday and Sunday. The work week shall consist of Sunday through Saturday.

4.4 SHIFT DIFFERENTIAL

A \$2.00 per hour evening shift differential, in addition to the regular rate, shall be paid for all hours worked after 4:00 p.m. when either (1) all hours worked by the employee that shift occur after 4:00 p.m. or (2) at least three and one-half (3-1/2) hours are worked after 4:00 p.m.

A \$3.00 per hour night shift differential, in addition to the regular rate, shall be paid for all hours worked between 11 :00 p.m. and 6 :00 a.m. when at least one hour of work take place between those hours.

Agreed:

Charlene V. Yates
Charlene Yates
KP-MAS

9/29/23
Date

Sarah M. Levesque
Sarah Levesque
OPEIU, Local 2

9/29/23
Date

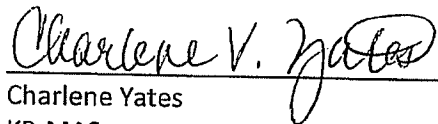
TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION

September 25, 2023


9.6 VOTING TIME

Employees who are eligible voters shall receive sufficient time off without reduction in pay to vote on election days, not to exceed two (2) hours, provided that the employee is not able to arrive at the voting station either before or after scheduled work hours and provided that arrangements have been made, three (3) days in advance, with the employee's supervisor.

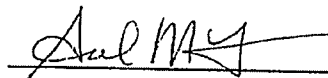
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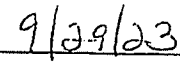
Charlene Yates
KP-MAS



Date



Sarah Levesque
OPEIU, Local 2



Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2 (Clerical & Technical)
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION

September 27, 2023

Market Adjustments:

Note: Jobs receiving a market adjustment will receive the market adjustment effective the first full pay period 120 days after ratification.

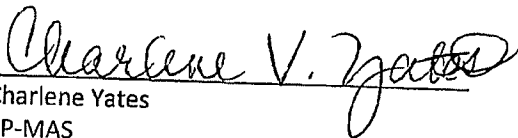
Community Navigators – 7%

MRI Techs – 4%

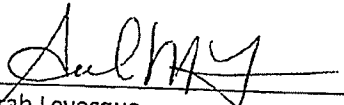
Mammography Techs – 4%

Pharmacy Tech II – 4%

Agreed:


Charlene Yates
KP-MAS

9/29/23
Date


Sarah Levesque
OPEIU, Local 2

9/29/23
Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2 (Optometrists & Pharmacists)
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION

September 27, 2023

Market Adjustments:

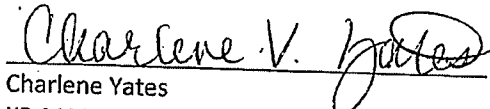
Note: Jobs receiving a market adjustment will receive the market adjustment effective the first full pay period that begins 120 days after ratification.

Optometrists – 4%

Clinical Pharmacy Specialists – 3%

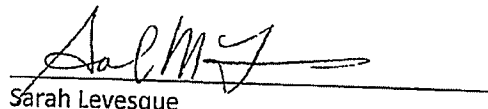
Pharmacists – 3%

Agreed:



Charlene Yates
KP-MAS

9/29/23
Date



Sarah Levesque
OPEIU, Local 2

9/29/23
Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION
September 27, 2023

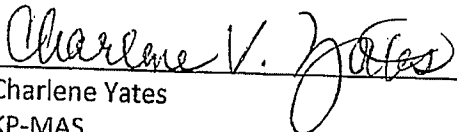
9.9 Call-In Procedures

In the event an employee needs to take unscheduled time-off due to an illness or personal needs, the Employee must report the absence as soon as practical but in no case later than 90 minutes before the beginning of the employee's work shift. Employees scheduled for shifts beginning after 9:00 AM EST must report the absence as early in the day as possible.

The Employer may identify a variety of methods of communications; however, the employee shall only be required to make one completed communication as designated by the supervisor. Employees are encouraged to report their unscheduled absence utilizing the current absence reporting technology. Employees will be required to identify the leave accrual (Vacation, Sick, Flex Personal, etc.) in order to be paid for the absence time. If the unscheduled absence is related to a FMLA case, the employee must identify the associated Leave of Absence/FMLA case number or clearly identify the person associated with the absence, (i.e., self, child, spouse, or parent) prior to the start of the shift.

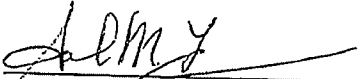
An employee who fails to report to work or to call in to his/her supervisor for three (3) consecutive shifts, will be considered to have abandoned his/her job and will be terminated. If an employee in this situation has extenuating circumstances that prevented contact with his/her supervisor, that information should be presented to the supervisor as soon as possible.

Agreed:



Charlene Yates
KP-MAS

9/29/23
Date



Sarah Levesque
OPEIU, Local 2

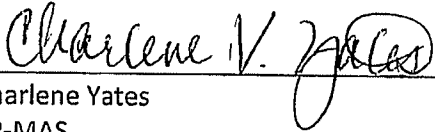
9/29/23
Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2 (OPTOMETRIST AND PHARMACISTS)
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION
September 28, 2023

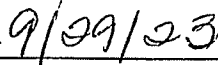
1.1 Recognition

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for all full and regular part-time Optometrists and lead Optometrists, Clinical Pharmacists, Admixture Pharmacists, Ambulatory Care Pharmacists and staff Pharmacists employed by the Employer at its facilities located in Maryland, the District of Columbia, and Virginia, as set forth by the NLRB in its decision clarifying the bargaining unit (Case No. 5-RC-15961). The term "regular part-time employees" refers to those whose normal work week is between twenty (20) hours and thirty-nine (39) hours. Part-time employees whose normal work week is less than twenty (20) hours, but not less than sixteen (16) hours, shall be covered employees for purposes of union membership and bargaining rights, but shall not be entitled to any leave, holiday, pension, career development or insured benefits.

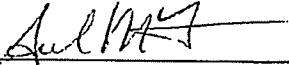
Agreed:




Charlene Yates
KP-MAS



Date



Sarah Levesque
OPEIU, Local 2



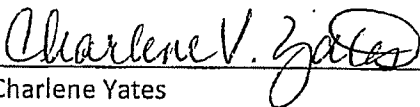
Date

TENTATIVE AGREEMENT
BETWEEN OPEIU, LOCAL 2
AND KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES REGION
September 25, 2023

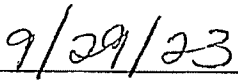
ASC Late stay

In the event that we extend hours to accommodate outpatient surgery after normal hours, we will need to have surgical staff sign up in advance for "late stay" status. If staff stays late, the employee would be paid at his/her regular rate (plus applicable differentials) and would receive a minimum of two (2) hours of pay at one and one-half (1-1/2x) times for such work. Employer will first ask for volunteers to sign up in advance. If there are not enough volunteers, then remaining shifts (if any) will be assigned on a rotating basis, beginning with the least senior employees. If late stay is no longer necessary, whenever possible, staff will receive notification two (2) hours in advance of the change.


Agreed:



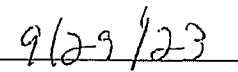
Charlene Yates
KP-MAS



Date



Sarah Levesque
OPEIU, Local 2



Date