

LOCAL AGREEMENT
BETWEEN **SEIU 105**
AND **KAISER PERMANENTE**



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

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

**THE SEIU LOCAL 105 2019 KAISER NATIONAL
BARGAINING TEAM RECOMMENDS A YES VOTE.**

WAGE INCREASES

October 2019 – 3%

October 2020 – 2% +1% lump sum

October 2021 – 2% +1% lump sum

October 2022 – 2% +1% lump sum

For 2020, 2021, and 2022: 2% guaranteed, with a 1% lump sum bonus. The 1% lump sum will become a 1% raise if Colorado hits Margin targets each year: 2%, 2.5% and then 2.75%.

No reduction in starting wages for future employees.

RETIREMENT BENEFITS

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

HEALTH BENEFITS

Maintains fully-paid family health coverage.

Maintains current copay for office visits.

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

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

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

JOB SECURITY

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

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

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

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

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

All SEIU Local 105 members should be able to maintain \$5 prescription copays if we use the mail order program where possible.

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

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

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

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

EDUCATION AND PROMOTIONAL OPPORTUNITIES

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

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

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

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

BONUSES

The annual PSP bonus will continue.

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

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

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

The Total Health Incentive Program will be discontinued.

CONTRACT SPECIALISTS

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

STRONGER LABOR-MANAGEMENT PARTNERSHIP

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

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

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

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

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

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

Kaiser and the Coalition unions will not pursue, sponsor or support legislation or ballot initiatives, which are specifically targeted at and the primary purpose of which is to harm a member of the other party. There are no other restrictions on the right to protest, speak out, or engage politically.

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

THE 2019 SEIU LOCAL 105 LOCAL BARGAINING TEAM RECOMMENDS A YES VOTE.

After ten sessions with management, your SEIU Local 105 local bargaining team is proud to announce many wins for Colorado KP members this Local bargaining. The team was successful in winning on some minor economic issues and many other language and process issues. We strengthened many of our existing processes and won more and better rights for union members, especially those affecting our many displaced members.

Here's what we accomplished at the Local bargaining table:

Minor Economics

Language Changes:	Breakdown:
Evening, night and weekend shift premiums have now increased by \$0.25.	Evening shift increased from \$1.90 to \$2.15 Night shift increased from \$2.50 to \$2.75 Weekend premium increased from \$1.15 to \$1.40
Work in a higher classification premium now increased by \$0.25.	Premiums were \$.65 - \$1.95, will now be \$.90 - \$2.20.
Any employee doing work that is outside of their wage schedule or moving between wage schedules shall receive a premium of \$1.95.	If we are a schedule A employee and do schedule B/C work, we will receive a premium if \$1.95. The same applies if you move from schedule B/C to A.
In lieu of benefits premium now increased by \$0.25.	The premium was \$1.50, will now be \$1.75.
Pager (standby) pay increased by \$3.00 for regular and holiday pay.	Pager pay/standby pay was \$2.50 an hour for regular pay and \$3.00 for holidays, will now be \$5.50 and \$6.00.
Translation premium increase.	Translation premium was \$.58 and will now be \$.75.
Any short hour employee traveling to another location other than their home location shall be eligible for mileage reimbursement	Short hour employees will now receive mileage reimbursement at the IRS rate.
Holiday pay shall be paid out for hours worked instead of being capped at 8 hours.	If you are working a 10-hour shift, holiday pay will be paid out at 10 hours.
All employees working 10-hour shifts shall receive an additional 15-minute break.	Additional 15-minute break for 10-hour employees!
Sick leave can now be used for children, spouses and parents.	Sick leave can now be used for children, spouses and parents, where it previously could only be used to take care of a sick child.
Removed accrual cap of 85 days.	We no longer have a cap on our accrual of sick days and can accrue more than 85 days!
Employees on military reserve duty can use vacation time and pay in addition to military pay to supplement their pay.	Anyone on military reserve duty can use vacation time in addition to military pay to supplement their pay so that they are receiving a full paycheck.

Union Rights and Protections

Language Changes:	Breakdown:
Our union presentation time frame has been updated to 45 minutes from 30 minutes.	We will now have more time at New Employee Orientation to share all we've won with new employees.
Any member on approved leave will continue to accrue seniority, as long as the approved leave of absence is for 12 months or less.	We will not stop accruing seniority if we have to go on leave.
When assigning employees to a different location, Management will ask for volunteers in seniority order. If there are no volunteers, the assignment will be made in inverse seniority order.	Clear and transparent process based on seniority when employees are assigned to a different location.
For any jobs that are posted that have no qualified volunteers, the Union will meet with management around reposting a job with lesser qualifications.	This new provision will allow for internal applicants to be able to move upwards and around the company.
The Union and Management to meet and consult regarding implementation of 10-hour shifts, and Management must give 60 days' notice in order to do so.	Management used to be able to implement a trial of 10-hour shifts without meeting with the union first, but we've removed that language. Now, if management wants to implement 10-hour shifts, they must meet with us and give 60 days' notice, where before there was no timeframe.
Added displaced employees into the recall process.	Since so many of our union members have been affected by transformation work, we wanted to ensure that any recall language and process will also include displaced employees, instead of just "laid off" employees.
Expansion of usage of unpaid time.	Previously, if an employee gets approved for vacation time but due to emergent circumstances is out of benefitted time, the approval would be withdrawn. Now if that should happen, the employee may be allowed to take their vacation on unpaid time.
2-week turnaround timeframe on vacation requests.	Supervisors will now have to respond to employees in writing regarding vacation requests within 2 weeks.
Vacation requests to be accommodated when employees are involuntarily transferred.	Another new right that displaced employees will have is that Management will accommodate previously scheduled vacations when employees are involuntarily transferred by the company.