

**UNITEHERE! Local 5 Draft Proposals to Kaiser Permanente
2021 Contract Negotiations
May 19, 2021**

I. Non-economic

1. **Section 2.16.b,c, Addendum IV #8. Subcontracting:** Combine section b,c into one section, eliminating distinction between less than 90 day and more than 90 day subcontracting. Add language that makes clear that "overtime should be offered" rather than resorting to subcontracting. Eliminate language that requires Employees to have a written request on file to be awarded additional work. Add language that requires the "Employer to use its best efforts to make known the availability of the work on the island and award it by bargaining unit seniority amongst those who are qualified and available."

Add language that defines in what "limited and/or temporary" circumstances subcontracting can be done. Add language that allows arbitrator to assess "treble damages if the arbitrator finds the Employer has not followed the process outlined in the collective bargaining agreement."

Add language to Addendum IV #8 that requires "the Employer to provide a list of subcontractors and the contracts to document "the nature and extent of the scope of work under existing subcontracts." The intent is not to go beyond this unless it fits under one of the "limited and temporary" categories outlined. An existing subcontract that is being grieved would not be allowed on the list.

2. **New Side Letter Technology/Automation:** Add language that sets forth a process that gives the parties a minimum of 180 days to negotiate over the impact of technology/automation that "replace or substitute for or materially increase or decrease the type or manner of work performed by bargaining unit employees in the Employer's workplace. During this period, no changes would occur." The language would also have the "Employer use its best efforts to capture work associated with the technology/automation to be added to the bargaining unit."
3. **Addendum B- Chilled Position Process:** Eliminate option "c. not to Chill & do a regular posting" as within management discretion and make it by mutual agreement instead. Make chilling available outside of the SEP program.
4. **LOU related to Displacement and Addendum A-** Amend severance and medical coverage chart. Add language that commits Employer to continuing to pay for a displaced worker's training program or schooling pursuant to becoming qualified to filling an opening or projected opening, even if it goes beyond one

year. Add language that gives displaced workers clear preferential hiring treatment for openings up to two years from displacement.

5. **New Section 4.1.L. Workload/Staffing:** Add in language that requires regular reporting on agreed to criteria that can be used to determine unreasonable workload. The information related to the criteria could be used by an arbitrator to determine if an unreasonable workload exists. Criteria could include but is not limited to the use of travelers and whether sick calls or vacations are being covered or not.
6. **Section 4.7.A. Promotions and Transfers:** Add to end of paragraph "internal candidates who meet the minimum requirements will be given preferential hiring treatment over outside candidates" Add new second paragraph that says, "No alteration of job requirements that lessen the skill, experience and/or service level required to provide high quality care/service can be implemented without Union consent."
7. **Section 4.7.D.2.: Temporary Job Vacancy:** Amend to add a penalty for not posting the position under 4.7.B. within 30 days.
8. **Section 2.15. Safety:** Add new "E." to include proper use and availability of personal protective equipment (PPE) and mutually agreeable learnings from our Covid experience that will be put into practice going forward.
9. **Section 7.4.D.1. Union Business:** Add language, "When calculating an employee's pension, the wage rates that would have been applied if the leave did not occur shall be used to determine the benefit amount, if it is more beneficial to the employee. Also add "Any bonus offered by the company will not be pro-rated due to time spent on Union leave."
10. **Section 7.4.D.5. Emergency Leave:** Amend "two (2) week" to read "four (4) week"
11. **Section 5.8.D. Emergency Call-Out:** Amend the language to make clear that you get the extra pay whether your decision is voluntary or not.
12. **Late Paycheck:** Add language that makes the Employer cut a manual check within 48 hours of pay day and makes the Employer responsible for any late fees or other adverse effects of being paid late.

13. **Section 7.2.D. Eligibility for Holiday Pay:** Clean up language for clarity.

II: Economic

14. **Health Care Parity:** The parties will do an analysis during the bargaining process to compare all health benefits, including dental and vision benefits, to determine the differences within this region's various plans (union and non-union). The parties will also compare these plans to those in the Southern California region. After reviewing this information, the Union may or may not propose changes to our benefits.
15. **Upgrades/Classification disparity:** The Union and the Employer will explore a process to award upgrades to address hard to fill positions and deal with classification misalignments.
16. **Clinic Closure Days:** Add language to make all clinic closure days paid.
17. **Section 7.7.A. Funeral Absence with Pay:** Change "(3) days off with pay" to "(7) days off with pay"
18. **Parking/Bus pass subsidy:** Add language that provides free or fully subsidized parking for all workers and encourages public transportation with subsidized bus passes.

III: Duration

1. **Section 1.2** Duration – open

NOTE: Several topics including, but not limited to, ATB Wage increases are being discussed at the National table.

The Union reserves the right to amend, modify, add, or withdraw this all or part of this list at any time prior to settlement