

June 10, 2020

LETTER OF AGREEMENT  
between  
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST  
and  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 49

**RE: 2020 COVID19 IMPACTS**

**BACKGROUND**

**Kaiser Foundation Health Plan of the Northwest** ("Employer" or "KPNW") and **Service Employees International Union, Local 49** (collectively, "the parties") are parties to collective bargaining agreements (CBAs) governing wages and working conditions of Kaiser employees. The Parties amend their Letter of Agreement created in the context of a federally and locally declared State of Emergency caused by the novel coronavirus COVID-19 that had a significant impact on care delivery and staffing. This revised Letter of Agreement is intended to address KPNW's current COVID-19 impacts as services reactivate.

**AGREEMENT**

1. This Letter of Agreement ("LOA") applies only to the declared State of Emergency covering COVID 19 and is intended to address staffing and care delivery issues related to that State of Emergency.
2. This agreement is non-precedent setting. It is in effect from the date of signature until July 7, 2020, expiring on that date. The agreement may only be extended if the parties mutually agree in writing to extend.
3. **Attendance:** Managers will use discretion as pursuant to Attendance Policy for unprotected occurrences during this period. However, no Attendance based Joint Discoveries or Corrective Actions will be administered during the time of this agreement. Post agreement, the parties will come together to discuss how to address any Attendance related concerns that occurred during the time of this agreement. The 45-day notice requirement in the Attendance Policy doesn't start until after the parties meet.
4. **Corrective Action:** For actions performed during this Agreement outside of an employee's usual job description or in a different location for issues relating to the different work, employee will not be subject to discipline excluding gross misconduct or negligence.
5. The parties will collaborate to do as much work by teleconference as possible.
6. **Scheduling Flexibility:** It is understood that scheduling for the region will be extremely complex during the Agreement. The intent of this Agreement is to adhere as closely as possible to the below:

- a. Straight time will be utilized before overtime. After scheduling regular employees, KP will utilize coded replacements and On-call employees. Overtime will not be limited.
- b. Employees whose home worksite is open, will have first rights to work at that site, then campus, followed by employees from the same geographic area. Regular employees within the same geographic area may be scheduled before coded replacements and on-call employees at their home base. For the purposes of this Agreement, “*Geographic*” areas are:
  - i. North Service Area
  - ii. East Service Area
  - iii. West Service Area
  - iv. Salem/Eugene
- c. Regular Specialty Care staff who follow a provider to more than one worksite will adhere to the collective bargaining agreement definition of geographic areas for Specialty Care.
- d. Post work schedules in accordance with the collective bargaining agreement based on the expected forecast, changes in assignment will follow CBA (art. 15) with as much advance notice as possible.
- e. Create a stable and predictable work environment by giving as much advance notice as possible for change in assignments, shifts (day, eve, night) and hours.
- f. Provide time of rest to all employees being flexible on working other shifts (day, eve, night) than their current one, provide no less than 48 hours of rest in between a change in shifts, such as night shift to day shift. Employee may waive 48 hours of rest or request a smaller amount of time.
- g. The union has identified a representative for each geographic area, plus each hospital, to serve as a primary point of contact for partnership discussions and to provide input and expertise for operational leaders. The parties intend to have managers and labor partners involved in redeployment and reactivation planning for buildings and services and to engage in partnership discussions on the best way to reactivate staff including temporary COVID-19 specific roles.
- h. Employees may volunteer to work at any location once they have fulfilled their coding at their regular work location.
- i. Employer will make it a priority to be flexible in scheduling of shifts, shift lengths, and start and end times, as well as contractual time off options related to issues caused by school/childcare/eldercare closures.
- j. Regular employees shall maintain coded hours or be made whole for hours lost.
- k. If employee's regular work is unavailable and Kaiser is unable to find other work for the employee within 1) their home worksite 2) campus 3) the geographic area as described

above, the employee will be placed on paid administrative leave for the scheduled day. As described below the work may be outside their usual classification or bargaining unit and may be a combination of regular work and COVID-19 redeployment work.

- l. Kaiser will offer remote work where possible at its sole discretion and in accordance with National Temporary Remote Work guidelines.
  - m. During this Agreement, Kaiser may utilize agency staff if operational needs are not met by SEIU Local 49 members, including coded replacements and on call employees, at overtime or double time. Kaiser will provide 48 hours-notice for agency staff to SEIU's president.
8. During the duration of this Agreement, to meet the needs of our Kaiser Permanente members which may vary greatly from regular operations:
- a. Employees may work in another classification if they are qualified to perform the work. Employees will not lose pay while working in another classification.
  - b. Kaiser will provide any necessary training. For clinical roles, the employee and trainer will verify the employee is able to function independently.
  - c. Kaiser will prioritize offering work within a bargaining unit before assigning it outside the bargaining unit.
  - d. The parties have an interest in reactivating staff close to their home worksite by looking for volunteers and applying seniority.
  - e. The parties also share an interest in working in partnership for resolving staffing issues as close to the work as possible before bringing them to the regional labor pool.

**AGREED:**

For the Union:

For the Employer:

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Meg Niemi  
President  
SEIU Local 49

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wendy Watson  
Chief Operating Officer  
Kaiser Permanente

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Sokol  
Director  
Employee and Labor Relations  
Kaiser Permanente

\_\_\_\_\_  
Date