

LETTER OF AGREEMENT
between
KAISER FOUNDATION HEALTH PLAN, KAISER FOUNDATION
HOSPITAL, SOUTHERN CALIFORNIA PERMANENTE MEDICAL
GROUP
and
UNITED NURSES ASSOCIATION OF CALIFORNIA / UNITED
HEALTH CARE PROFESSIONALS

Southern California Region

BACKGROUND

This Letter of Agreement is between Kaiser Foundation Health Plan, Kaiser Foundation Hospital, Southern California Permanente Medical Group (“Employer”) in the SCAL region and United Nurses Association of California / United Health Care Professionals (“Union”) and hereinafter collectively, “Parties”. This master Agreement covers all SCAL UNAC/UHCP Collective Bargaining Agreements.

The Parties enter into this Letter of Agreement (“Agreement”) in the context of the federally, state and locally declared State of Emergency caused by the novel coronavirus “COVID19,” which the Parties anticipate having significant impact on care delivery and staffing during the State of Emergency.

AGREEMENT

The Parties agree to the following:

1. This Agreement applies only to the declared State of Emergency covering COVID19 and is intended to address staffing and care delivery issues related to that State of Emergency.
2. This Agreement is non-precedent setting and the underlying facts will not be introduced into evidence in any other pending or future proceedings (including, but not limited to, grievances, arbitrations, and board activities) regarding issues of a similar nature under terms of the current Collective Bargaining Agreement (“CBA”) or any successor agreement. It is in effect from the date of signature until May 31, 2020, expiring on that date. The Agreement may only be extended if the Parties mutually agree in writing to extend.
3. **Attendance:** Formal attendance reviews, for those employees not participating in the Earned Time Off Program, will be temporarily paused through May 31, 2020.

4. **Corrective Action:** The Employer will take into consideration the impact of the current Covid-19 situation and will be judicious in its actions regarding discipline/corrective action. As such, employees performing work both within and outside of their current job description or in a different location, employee may not be subject to discipline excluding gross misconduct or negligence. Management will exercise coaching as well as supporting employee through this challenging period.
5. **Effects Bargaining and Other Regional/Medical Center Initiatives:** Effects bargaining and related initiatives will be placed in abeyance during this period except for those otherwise urgent and essential issues in order to provide quality care. In such cases, meetings will be held virtually.
6. **Grievances and Arbitrations:** All grievances and arbitrations will temporarily be held in abeyance through May 31, 2020, the Parties agree to waive timelines for grievance filing and responses during this period. In the event this timeline may need to be revised, the Parties will confer.
7. **Collaboration in efforts related to COVID-19:** Changes related to the COVID-19 effort (such as closures and redeployments) will be communicated to the Union as soon as possible as the Employer is aware. The Parties agree to work in partnership to execute needed changes in an expedited manner.
8. The Parties will collaborate to do as much work virtually, including by teleconference, as possible.
9. **Vacations/Downtime:**
 - a. The Employer acknowledges the need for employees to have downtime opportunities and will approve time off in departments wherever possible based on operational need.
 - b. The Employer will make every effort to honor any vacation/ETO time already granted.
 - c. Employees requesting to waive their previously scheduled vacation/ETO may have an opportunity to do so.
10. **Scheduling Flexibility:** It is understood that scheduling throughout the region will be extremely complex. The intent of this Agreement is to adhere as closely as possible to the below:
 - a. Overtime will be offered in accordance with the CBA. Overtime is not intended to be limited; safe working measures will be taken into consideration on a case by case basis.
 - b. Employees may volunteer to work at any location once they have fulfilled their schedule at their regular work location or if the Employer has identified a need elsewhere.
 - c. Employer will make every effort to be flexible in scheduling shifts, shift lengths, across shifts including start and end times, and contractual time off options related to issues caused by school/childcare/eldercare closures.

- d. Employees shall maintain required recording of time worked.
 - e. If employee's regular position is suspended or home location is closed and the Employer is unable to identify other work for the employee, the employee will report to the designated area labor pool for further direction including redeployment. As described below, the work may be outside the usual classification or bargaining unit.
 - f. Employer will offer remote work where possible at its sole discretion and in accordance with National Temporary Remote Work guidelines.
11. During this Agreement, to meet operational needs 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. Employees working in a higher classification will receive the higher rate of pay pursuant to the CBA.
 - b. The Employer will provide any necessary training as needed.
 - c. Prior to offering work outside the bargaining unit, the Employer will prioritize offering work within the bargaining unit.