SUMMARY: Kaiser wants a "new partnership" that KAISER defines and dominates so it can outsource and eliminate our jobs as it pleases.

(You can read the rest of this but that's the basic gist of it)

Can you find the parts that are good for workers?

(hint: good luck because Kaiser's "new partnership" proposal seems like it's all about giving power to Kaiser and taking it away from workers.)

KAISER PERMANENTE®

Kaiser handed this doc out at its May 7th "labor summit." The underlined parts are CHANGES Kaiser wants to make to the Labor-Management Partnership.

KAISER PERMANENTE NATIONAL LABOR-MANAGEMENT PARTNERSHIP AGREEMENT

1. PURPOSE

Health care services and the institutions that provide them are undergoing rapid change. Advances in health care and technology, and the need to ensure that high quality healthcare is affordable for Kaiser Permanente members and the communities we serve, ~~and the explosive growth of for-profit health care businesses~~ present challenges as well as opportunities for Kaiser Permanente, the unions, and the members they represent. Kaiser Permanente and the undersigned labor organizations believe that now is the time to enter into a new partnership to better implement our mutual vision for labor and health care. ~~way of doing business.~~ Now is the time to unite around our common purposes and work together to most effectively deliver high quality, affordable health care and prevail in our new, highly competitive environment.

As social benefit membership organizations, founded on the principle of making life better for those we serve, it is our common goal to make Kaiser Permanente the pre-eminent deliverer of health care in the United States. It is further our goal to demonstrate ~~by any measure~~ that labor-management collaboration produces superior health care outcomes, market leading competitive performance, and a superior workplace for Kaiser Permanente employees.

In this spirit and with this intent, Kaiser Permanente and the undersigned labor organizations agree to establish a Partnership in pursuit of our common goals to:

- improve quality of health care for Kaiser Permanente members and the communities we serve;
- ensure that health care is affordable for Kaiser Permanente members and the communities we serve;
- assist Kaiser Permanente in achieving and maintaining market leading competitive performance;
- make Kaiser Permanente a better place to work;
- expand Kaiser Permanente's membership in current and new markets, including designation as provider of choice for all labor organizations in the areas we serve;

Kaiser's profits increased 22% in 2017 and it's sitting on $28 billion in reserves.
If Kaiser really cared about affordability, it'd stop raising premiums.
What "affordable" really means is "we're coming-after-workers'-wages-and-benefits."

What this really means is that Kaiser wants to automate our jobs. Ultimately, this just gives Kaiser more flexibility and power to do whatever it wants.

- enable Kaiser Permanente to innovate and to adapt rapidly to changes in technology, the provision of health care, and business exigencies, while ~~provide~~ providing Kaiser Permanente employees with the maximum possible employment and income security within Kaiser Permanente and/or the health care field;

- involve employees and their unions in decisions as reflected in Sections 4 and 5 below.

2. PARTIES

The ~~initial~~ Union Parties and the Employer Parties to this ~~LMP~~ Agreement (collectively the "Parties" or "Members of the Partnership") are identified in Exhibit A attached. New individual parties may be added to this Agreement, subject to the mutual consent of the Employer Parties and the Union Parties, each of whom shall determine internally how their consent shall be determined. Individual union parties may withdraw from this Agreement upon 60 days' notice without consent of other Parties to this Agreement. The Parties will update Exhibit A when individual parties are added or subtracted.

3. PROCESS AND STRUCTURE

~~Senior Partnership Committee~~ Labor Management Partnership Strategy Group

The Pparties will establish a ~~Senior Partnership Committee (SPC)~~ Labor Management Partnership Strategy Group (the Strategy Group) consisting of Kaiser Permanente executive level staff and senior union leadership designated from the participating ~~International~~ Unions representing employees at Kaiser Permanente, ~~and from the Industrial Union Department (IUD), AFL-CIO.~~ The Strategy Group~~SPC~~ may expand the Partnership to include representatives of other parties as necessary, as agreed to by the labor and management representatives on the Strategy Group~~SPC~~. The responsibilities of the Strategy Group~~SPC~~ are to establish, consistent with the terms and scope outlined in this agreement, concrete targets, goals, objectives, time lines and other Partnership initiatives. An Executive Committee of the Strategy Group has been created from members of the Strategy Group. The Executive Committee~~SPC~~ will meet as often as necessary to discuss strategic issues of the Partnership, manage implementation, and review and oversee initiatives at all levels.

"has been"?! This doc is supposedly a proposal. Has Kaiser already selected its "new partnership" strategy group?

The powers of the Strategy Group and the Executive Committee~~SPC~~ do not supersede the legally mandated obligations of the parties such as the duty to bargain over mandatory subjects; the responsibilities and duties of the governing boards of Kaiser Foundation Health Plan(KFHP), Kaiser Foundation Hospitals(KFH), and the Permanente Medical Group's(PMG's) to govern Kaiser Permanente; contractual obligations between KFHP, KFH, and the PMG's, and the duty of the ~~IUD~~ Union Parties and ~~its~~their affiliate unions to represent the interests of their members.

Access to Information

It is the express intention of the parties to freely share information with each other. The parties will have timely access to all relevant and pertinent information necessary to address the purposes of the Partnership. We agree that information must be broadly and deeply shared in order to maximize the effectiveness of the Partnership. Training and education will be provided to maximize the parties' understanding and utilization of the information.

Confidentiality

The parties understand that certain information may be of a very sensitive and proprietary nature, and will need to be held in strict confidence. The ~~IUD, participating~~ ~~u~~Union Parties and management officials, and consultants will execute appropriate confidentiality agreements before accessing such information.

Regardless of whether proprietary information is received via the Partnership or by other means, it should not be used to the detriment of the other partner. If information is misused by either party, it will be incumbent upon the partners to investigate the circumstances and invoke appropriate measures. Inappropriate use of confidential information may be grounds for expulsion from the Partnership.

Who decides what's "inappropriate use" and "confidential" -- Kaiser?! Is this just a way for Kaiser to keep workers from saying things it doesn't like?

Consultants

The parties will jointly select a third party consultant to assist the Partnership in implementing the Partnership and optimizing its performance and will ~~formation and implementation process and to~~ continue with such assistance until such time as the partners agree that these services are no longer required.

Partnerships at Other Organizational Levels

It is the vision and intent of the Strategy Group~~SPC~~ that the Partnership concept will become pervasive throughout Kaiser Permanente. Further, the Strategy Group~~SPC~~ acknowledges that the involvement of employees from all levels of the organization in appropriate and relevant issues results in high quality decisions beneficial to the continued viability of the enterprise. To this end, as sufficient progress is made by the Strategy Group~~SPC~~, appropriate business units will be charged with the responsibility to develop local joint partnerships that meet the Strategy Group~~SPC~~ targets that fall within the partnership scope described within this agreement. (For purposes of this section the term "business unit" means Division, Region or Market.)

Each business unit partnership will establish a Labor Management Council (LMC)~~Partnership Steering Committee (PSC)~~ which will develop and monitor the implementation of action plans and initiatives. These ~~PSC~~LMC's, responsible for cascading the Partnership down through the organization, will develop committees and activities at other organizational levels as they deem necessary, appropriate and timely; subject always to the review and approval of the Strategy Group~~SPC~~. The LMCs will work proactively to ensure that Kaiser Permanente remains a leader in providing high quality and affordable healthcare by:

There's that "affordable" line again. Even though its not-for-profit, Kaiser pays dozens of executives more than a million dollars a year. Affordable? Really?!

This means automating jobs. If Kaiser has its way, this would mean more outsourcing, subcontracting, and job eliminations.

helping Kaiser Permanente to adapt rapidly to changes in healthcare and business conditions, including technological changes and other innovations, and preparing employees within the Partnership to be part of the workforce of the future.

All joint committees created by the Partnership will consist of an equal number of members from the unions and the company or a greater number of union members. The union members of the committees will be selected by appropriate elected union leadership consistent with internal union procedures, and company representatives will be selected by the senior managers of the relevant and appropriate business units. If the Partnership decides to select and use Kaiser Permanente employees as internal consultant-facilitators to assist the committees and the implementation of joint activities, the internal consultant-facilitators will be jointly selected by the unions and company, based on a mutually agreed upon set of criteria. In addition, at least half of the internal consultant-facilitators will be union members.

Costs of the Partnership

Following execution of this agreement, ~~Kaiser Permanente~~ the Parties anticipate setting up a Labor Management Partnership Trust (LMP Trust) through collective bargaining to ~~will~~ bear the costs of administering the Partnership, including consultants, lost time, and incidental expenses of all Kaiser Permanente employees. Union officials who are not Kaiser Permanente employees will be responsible for their own expenses.

~~4~~3. DECISION-MAKING

The decision-making process under the framework of the LMP may vary from issue to issue. Nonetheless, it is vitally important to determine the decision-making method with consistently applied criteria. Two such criteria are as follows:

1. the degree to which the parties' constituents or institutional interests are likely to be affected by the decision, and
2. the level of expertise or added value the parties can bring to bear on the decision to be made.

Old language: "consensus should be used" vs Kaiser's new language: "should strive for consensus"

If either party's vital interests are likely to be affected by the decision, the Parties should strive for consensus ~~should be used~~. If constituent or institutional interests are even marginally affected, consultation should precede a final decision.

If one party has little, if any interest in the outcome, and no particular expertise on an issue to be decided, informing is adequate. We recognize that choosing the appropriate process is somewhat subjective, and that erring in favor of more rather than less participation by partners in decision-making displays commitment and respect for the Partnership. It is understood that this Partnership may not be sufficiently robust in its early stages to withstand many mistakes in the direction of unilateralism. Consequently, the parties will strive for consensus.

Sounds like a way for managers to not have to listen to what workers have to say.

What about workers' success? What about workers' wages and benefits?

The intent of the Partnership is to align labor and management's interests in their respective organizations and to engage collaboratively in addressing issues that impact the success of Kaiser Permanente. However, nothing in this Agreement implies co-management. In the absence of consensus, mandatory bargaining subjects will be resolved in accordance with contractual and legal rights. On non-mandatory and non-contractual subjects, management reserves the sole responsibility and right for the final decision.

54. SCOPE

The issue of scope is inextricably tied to decision making. Scope sets the boundaries for the Partnership; what is in play, what is not. The decision-making process describes the procedures for disposing of or resolving the issues deemed within the parameters of the Partnership.

This means fewer workers to provide care and do the work.

While it is not necessary or practical for partners to be involved in all of each other's decisions, the ~~The~~ scope of this Partnership ~~should be~~is broad and ~~should~~ potentially may include a wide range of matters that affect a partner's interests, such as: strategic initiatives; quality; operational efficiencies, member and employee satisfaction; business planning; and business unit employment issues. In the course of fulfilling their respective obligations, the Management and Union Parties to the Partnership have joint responsibility to identify issues that should be brought to the partnership table. Any partner can raise a question as to a perceived issue. If the Parties agree the issue is within the scope of the Partnership, they will engage per the Partnership Agreement.

We would now need "permission" to talk about our concerns!

With respect to quality, we recognize that business units must meet and/or exceed quality requirements of various accrediting and review organizations and the governing boards of KFHP, KFH, and the PMG's. The ~~SPC's~~ Strategy Group's quality focus will be on achieving results to meet and surpass these requirements.

What kind of partnership is that?!

Business unit activities will be consistent with principles established at the strategic level.

Existing Labor-Management Cooperative Arrangements

These arrangements should be permitted to continue and where possible be enhanced by partnering efforts, provided they are consistent with the terms set forth in this agreement.

Current Business Issues And Plans

The parties acknowledge and agree that there are many business initiatives underway whose genesis precedes the formation of this Partnership and that it would be both impractical and detrimental to the viability of the Kaiser Permanente organization to halt or substantially alter these initiatives, some of which are based on multi-year planning and preparation.

Kaiser Permanente will make every effort to educate and fully brief members of the Strategy Group~~SPC~~ about current business initiatives, business plans and the business

We fought for the EISA so our years of investment into Kaiser would be recognized and rewarded with a commitment from Kaiser to give us security in our employment.

Why does Kaiser think it's ok for us to have less security while it makes more money?

environment in which we currently compete. Opportunity for comments, observations and recommendations will be made available to Partnership participants as a part of this process. Business initiatives begun following formal establishment of the Partnership will be managed in compliance with the Partnership process outlined in this document.

Kaiser wants to rewrite history.

65. EMPLOYMENT SECURITY

Original intent of EISA:

"to avoid the displacement of any Kaiser Permanente employees."

This means Kaiser wants us to be less secure in our jobs.

The Parties acknowledge a mutual obligation and intention to maximize employment security for ~~Kaiser Permanente employees~~ within the LMP. As such, it is the intent of the parties of the Partnership to prepare Kaiser Permanente employees for significant change in their work and work lives. Many factors, including technology, drugs, decreasing reimbursements under government programs, and the imperative to make health care more affordable, drive a need for rapid change in health care. The Employment and Income Security Agreement ("EISA") was created to give Kaiser Permanente, in partnership with the LMP unions, the flexibility to change to meet new challenges while avoiding the displacement of ~~any~~ Kaiser Permanente employees. We recognize that there could be circumstances when such a commitment cannot be achieved and reductions are necessary. In such cases, the Partnership will make use of attrition, growth of the business, aggressive job matching, short-term training efforts and other mechanisms agreed upon by the Partnership participants. There will be no loss of employment to any employee because of participation in a Partnership program at the worksite. (See EISA Agreement)

Kaiser's new intent:

"flexibility to change to meet new challenges" - or code for: Kaiser wants to lay people off as it pleases.

76. UNION SECURITY

The parties to this agreement believe that Kaiser Permanente employees should exercise free choice and decide for themselves whether or not they wish to be represented by a labor organization.

Kaiser Permanente has no objection to a union signatory to this agreement becoming the bargaining representative to its people. Where a signatory union becomes involved in organizing Kaiser Permanente employees, the employer will maintain a strictly neutral position.

It is the intention of the parties that employees' desire for exclusive bargaining representation be resolved in the most expeditious manner possible. Whenever a majority of employees in a unit, that the parties agree to be appropriate, express clearly and unambiguously the wish to be represented by a signatory union, Kaiser Permanente agrees to recognize that union. An umpire shall be selected who will have the final authority to resolve ambiguities as to majority status and disagreements as to unit appropriateness.

Kaiser Permanente reserves the right to speak out in any appropriate manner when undue provocation is evident in an organizing campaign. Kaiser will encourage subcontractors, vendors, mergers and alliance partners to adopt the same policy regarding union representation of their employees.

87. MARKETING COOPERATION

Upon the signing of this agreement, all parties will make their best efforts, as opportunities arise, to market Kaiser Permanente to new groups and individuals and to increase Kaiser Permanente's penetration in existing groups. The Union Parties to this Agreement, ~~AFL-CIO,~~ acting in the interest of and in support of the Partnership, will use their~~its~~ influence to the greatest extent possible to assure that union health and welfare trusts and Taft-Hartley trusts operating in, or providing benefits to union members in, areas served by Kaiser Permanente include Kaiser Foundation Health Plan as a unionized health care option available to their members.

98. TERM OF AGREEMENT

Either the Employer Parties or the Union Parties, through collective action, ~~party~~ may terminate this Partnership agreement with 60 days notice. Neither of these Parties~~party~~ will provide this notice without first making every reasonable and good faith effort to discuss and resolve the differences leading them ~~one or both of the partners~~ to consider terminating the Partnership.

10. EXPULSION

What about bad behavior by Kaiser? Like outsourcing?

The Parties agree that part of what makes partnerships work well is having good working relations between the partners. However, there may come a time when a majority of Union Parties believe there is cause to expel an individual union party. Should this occur, the Union Parties may expel an individual union party by majority vote of the senior union leadership designated from the Union Parties (not counting the individual union to be expelled).

What business does Kaiser have in deciding how our unions work together?

They want to give a MINORITY group of union members the power to kick out the MAJORITY.

1110. SAVINGS ~~CLAUSE~~

Should any provision of this agreement be declared by a court or agency of competent jurisdiction to be in conflict with the laws, regulations or common law of the United States of America or the State or local jurisdiction in which the provision is being applied, the remaining portions of this agreement shall remain in full force and effect. In the event of such a declaration, the parties will jointly determine how best to modify this agreement to be in compliance with such law or regulation and with the spirit of this agreement.

12. CONDUCT

1) Members of the Partnership, including KP and all individual local unions who are members of the Partnership, shall not pursue, sponsor or support legislation or ballot initiatives, which are specifically targeted at and the primary purpose of which is to harm another member of the ~~other party~~Partnership. A Member of the Partnership who violates this section shall be expelled from the Partnership, separate and apart from any other remedies an aggrieved Member may seek for a violation of this Section.

Kaiser wants to shut down our Constitutional right to free speech. As healthcare workers, we have a responsbility to advocate for our patients, even if it's not popular with our employer.

If Kaiser was really concerned about keeping its tax exempt status as a not-for-profit, then maybe it should stop acting like a FOR PROFIT corporation!

2) Members of the Partnership who are subject to the National Agreement agree to follow the spirit and intent of the National Agreement, and where disputes arise, the parties will follow the Section 1.L.2 resolution process. Members of the Partnership who are not subject to the National Agreement will follow the spirit and intent of this Agreement, and where disputes arise, will follow the dispute resolution processes applicable to them.
3) Kaiser Permanente and all individual local unions who are members of the Partnership and who are subject to the National Agreement, agree to work together to make the current Section 1.L.2 dispute resolution process more effective and timely in the resolution of disputes concerning Section 1 of the National Agreement. ~~KP~~ Kaiser Permanente and the Partnership unions will identify specific changes to the administration of 1.L.2 toward this end.
4) Kaiser Permanente and the Partnership unions agree that in the accretion of newly represented groups the expectation is that in normal circumstances the new represented unit will convert to the existing contractual provisions, including all economic provisions. In the absence of agreement, outstanding issues will be referred to expedited binding interest arbitration.
5) Members of the Partnership agree to encourage Kaiser Permanente employees to participate in partnership events and activities even if their union is not a member of the Partnership.
6) The Union Members of the LMP agree that they will not call, participate in, or sanction any sympathy strike against the Employer Members of the LMP.
7) ~~The~~ Members of the ~~LMP~~ Partnership agree that they will not engage in conduct that may harm or jeopardize the tax-exempt status of Kaiser Health Plan/Hospitals.
8) Members of the Partnership will not engage in conduct commonly associated with a corporate campaign against another Member of the LMP without first seeking to resolve the underlying issue(s) under the problem-solving processes described in Section 2 above. "Conduct associated with a Corporate Campaign" includes, sustained reputational, economic or personal attacks on a Member of the Partnership or its officers, directors, managers, shareholders, leaders or council members.

$1.4 BILLION PROFIT already this year!

Give up supporting our striking co-workers?! What happens if we refuse to cross the picket line? Is Kaiser going to fire us?

Kaiser knows that if it can break worker solidarity, that means less power for workers and more power for Kaiser.

If we expose the bad things Kaiser is doing, like undermining our communities by outsourcing jobs, this would allow Kaiser to say we are damaging their "reputation." We can't let Kaiser silence us.

KAISER PERMANENTE®

NATIONAL LABOR-MANAGEMENT PARTNERSHIP
GENERAL PARTNERSHIP PRINCIPLES AND GUIDELINES

The following describe expectations of Kaiser Permanente managers and union representatives while partnership structures and initiatives evolve.

1. Partners are to discuss problems, identify issues, and whenever possible, pursue joint solutions. Partners should jointly conceptualize potential projects.
2. Familiarize yourselves with the National Partnership Agreement. Pay particular attention to the six goals.
   - Improve quality of health care for Kaiser Permanente members and the communities we serve;
   - Assist Kaiser Permanente in achieving and maintaining market leading competitive performance;
   - Make Kaiser Permanente a better place to work;
   - Expand Kaiser Permanente's membership in current and new markets, including designation as a provider of choice for all labor organizations in the areas we serve;
   - Provide Kaiser Permanente employees with the maximum possible employment and income security within Kaiser Permanente and/or the health care field;
   - Involve employees and their unions in decisions.
3. Actively pursue a good working relationship. Honor agreements, solve problems, and help each other succeed. Work to resolve problems in a constructive way. Be generous and public with your praise.
4. Keep your partners informed. Openly share all relevant information.
5. Recognize and accept that your partners may have different views than you. Exercise patience and forgiveness. If you do disagree, do so without being disagreeable.
6. Familiarize yourself with the key components of the partnership implementation plan. Be able to tell your constituents what is currently underway with respect to partnership initiatives and when and how they are likely to be directly involved.
7. All partners should keep in mind the above guidelines. However, do <u>not</u> represent major change initiatives as partnership activities unless they have been approved by the <u>Strategy Group.</u> ~~Senior Partnership Committee.~~ Partnership initiatives should have every reasonable chance to succeed. This means they should be properly sanctioned, resourced and staffed, and monitored with an appropriate partnership structure.

This proposal is approved effective _____ by the undersigned:

_____

EXHIBIT A:

PARTIES TO THE LABOR MANAGEMENT PARTNERSHIP ~~LMP~~ AGREEMENT

DATE: _____

UNION PARTIES	EMPLOYER PARTIES

Kaiser wants all of the unions to sign just to get BACK to the bargaining table.

(BTW, that's ILLEGAL!)