

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
REGION 21

RESPONDENT EXHIBITS

In the Matter of:

Case No. 21-CA-39296

Southern California Permanente
Medical Group; and Kaiser
Los Angeles Medical Center,

and

National Union Of Healthcare
Workers,

Place: Los Angeles, California

Dates: October 18 & 19, 2010

OFFICIAL REPORTERS

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RX 1

2/12/10 - NUHW Mtg

RC: Purpose - Reacquainted
Things to resolve, things to discuss
- Set forth our expectations
- Listen to you

The members said overwhelmingly that they wanted NUHW.
This is unheard of.

The union is the members. The people.

We honor agreement. We're credible.
We don't into picket after we reach agreement.

Our members feel anger also. Certain things have
been allowed to occur to our members. We want to
negativity behind us. Didn't feel KP was
neutral during process.

Complexity - Coalition, KP's plans, NUHW's plans
re: CKPU.

AP asked for clarification re: CKPU

- I didn't record answer

RC - What will KP's position be re: NUHW participating in ↓

EXHIBIT NO. DX1 RECEIVED REJECTED

CASE NO. 21-CA-39290 CASE NAME: 30. CAL. PERMANENT MED. GROUP

NO. OF PAGES: 5 DATE: 10/10/10 REPORTER: Troy Bay

RC - We want to figure out relationship w/ KP.

Entering interesting period as we enter summer months.

- RC - Wards dues # returned to members for this p.p.
- Wards dues deducted for NUHW upon receipt
- Authorization

- Grievance procedure stays in effect. Cases & Arb does not.

RC

Everything stays intact but dues and arbitration.

- Currently folks have Corrective Action. This shouldn't change during interim period.

- Bene, working conditions staying in effect.

- Bull boards

- Rooms (conference rooms)

- Access to KP e-mail

- Office space for stewards

- Stewards have some rights - privileges

- in the CBA

- Steward Council stays

Specific to RN's - Safety Issues - Great concern. NU is collecting data. Should deal with safety issues locally like RN Committee. Continue RN Committee.

CKPU Special Ass. folks - Continue in this capacity

(RC cont) - The current folks are very valuable where they are (Zelov, Diaz, etc).

RSP - Psych Social has RSP: Alternate RSP - higher of the two is what they get.

- They want Contract Specialist

And finally, but not exhaustively, wants to extend the CBA's through 9/30. Gives us stability.

- UNION CAUCUS -

- RETURNED -

- Wants to talk next steps: any responses.

- Winnie wants to discuss about union business

During transition, Winnie wants union time ~~to~~ paid the same way

- RC - Mgrs need communication

- Leila - Met w/ Sam Park re: Pt. Safety, liability issues, etc. Recognize he is limited in what he can address. What can ~~we~~ we go to address these matters. DHS issues. Mandy O'Leary
IOA, Critical Care, SJ

- RC - Optimal situation, we don't need to involve DHS.

RC - Goes badges to Staff Reps (Gabe Krystal) for example.

AP - Why fixation on badge

RC - People have been told NUHW is the devil. We want ^{our} people on equal footing.

B.E. - UHW intimidating us. You guys gotta stop that.

Downs Rice - Concerned

Clifford - It's embarrassing.

Downs Rice - Some people got time time off (paid), others had to use VACATION.

Mallon -

RC - Want the relationship to be positive. Need you to look at the behavior issues from the other folks (UHW).
Willing to let the past be the past.

- Mallon - Wants NUHW.org e-mails unfiltered.

AP - Don't want to address things piecemeal.

RC - I think that's wise.

ea mail

2-26-10-NUHW Mtg #2

WALZONE

OSAS

AP - Bullet 1

primo
T. Brown

2

J. Davis

3

Johns Lee

5

J. Malton

6

7

RC - Contract ended - but, terms & conditions carry

AP - Some things stay in place, others don't

AP - Wages remain in place.

- UBT's
- Dues Deductions
- ATR's

① Clifton - Move Trucking

① Steward's paid for representation? Off shift / On shift

① Steward

Ed Lore

▷ E-mail Access -

- Discipline for sending e-mails
- Filter

Rx 2

EXHIBIT NO. 242 RECEIVED REJECTED

CASE NO. 21-CA-39296 CASE NAME: SO. CALIF. PERMANENTE MED. GROUP

NO. OF PAGES: 2 DATE: 10/10/10 REPORTER: Troy Ray

- Long Duty
Research leave

HR

RC - Which items are covered?
Next mtg

Mgis still do not know NUTW represents ee's

Alan Cortez

EN Mtg 13 March 4.

- Employer cannot make unilateral changes.
- Cannot chg any working conditions (vending machine)
- Asked to reconsider TR position
- Wants people paid for next mtg
- Letter Vol. - CAAAC Issue

| | |
|--|---|
| Policy Title: Tuition Reimbursement | Policy Number: SCR-HR-3.03 |
| Business Owner/Title: Human Resources | Date Last Reviewed: 2/3/97; 7/02; 9/02; 10/16/07; 12/10/07 |
| Custodian: SSO HR Compliance | Date Revision Approved: 11/13/09 |
| Original Approval: n/a | Date Revision Communicated: n/a |
| Original Communicated: n/a | Revision Effective: 11/13/09 |
| Original Effective: 8/1/77 | Page: 1 of 4 |

1.0 Policy and Procedures Statement.

Employees are encouraged to take advantage of available opportunities for continuing their formal education in areas that are mutually beneficial to both the employee and Kaiser Permanente (KP). Courses must be related to an employee's work assignment or be such as to obviously improve the employee's potential for reasonable career advancement and employability. For this purpose, financial reimbursement subject to the annual tuition reimbursement benefit cap will be made to employees who meet the requirements of the Tuition Reimbursement Program.

2.0 Purpose

n/a

3.0 Scope/Coverage

3.1 This policy applies to eligible employees in the Southern California Region employed by any of the following entities (collectively referred to as "Kaiser Permanente"):

3.1.1 Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals (together, KFHP/H);

3.1.2 KFHP/H's subsidiaries; and

3.1.3 Southern California Permanente Medical Group (SCPMG). [NOTE: This policy does not apply to physicians and executives of SCPMG.]

3.2 All regular full-time, part-time and Local 7600 on-call employees scheduled 20 or more hours per week who have been in an active status for at least six consecutive months prior to term start date are considered eligible employees. [NOTE: Certain provisions of this policy only apply to employees represented by a union in the Labor Management Partnership.]

3.3 If the following situations occur prior to course completion, an employee will not be eligible for reimbursement:

3.3.1 voluntary resignation;

3.3.2 discharge;

3.3.3 voluntary change of status to less than 20 scheduled hours per week; or

3.3.4 transfer to unpaid leave of absence.

4.0 Definitions

n/a

5.0 Provisions/Procedures
5.1 Eligibility Criteria

5.1.1 Courses are to be taken on the employee's own time and outside regular working hours. Employees represented by a union in the Labor Management



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Partnership (LMP) may use tuition reimbursement in conjunction with any applicable education leave for eligible courses.

5.1.2 Eligible courses

5.1.2.1 Eligible courses are those offered through an educational institution which has been accredited by the Western Association of Schools and Colleges (WASC) or a regional/local equivalent. Courses offered through the KP School of Allied Health Sciences are also considered eligible courses. Course(s) are to be taken for academic credit (units). A course must be completed with a grade of "C" or better, or "Pass" in cases of "Pass-Fail" or for "Credit" in cases of "Credit/No Credit."

5.1.2.2 Courses must be related to an employee's work assignment or be such as to obviously improve the employee's potential for reasonable career advancement and employability. Courses in music, art, dance, religion, physical fitness or courses related to hobbies will qualify only if they are required for a KP career-related degree or certification program.

5.1.2.3 Employees represented by LMP unions are also eligible for courses (including for basic skills programs, e.g., computer, basic math, second language and medical terminology courses) provided by an accredited institution, professional society or government agency for Continuing Education and/or to obtain or maintain licensure, degrees and certification. This includes courses, workshops, seminars, professional conferences, educational meetings, and special events taken/attended for **Continuing Education and/or to attain or maintain licensure or certification.**

5.1.2.4 Tuition Reimbursement Administration (TRA) may be contacted at 1-866-480-4480 for verification of eligible courses.

5.1.3 Employees must certify that they are not receiving any funds that they will not be paying back for the same course, such as grants, fellowships, scholarships, or any available alternative funding through internal programs or opportunities (e.g., Career Mobility for Continuing Education). Loans or other financial aid that will be paid back are acceptable for tuition reimbursement.

5.1.4 If in doubt about whether the course is reimbursable, the employee should consult with TRA by calling 1-866-480-4480.

5.2 Eligibility Exceptions

Employees who are laid off or suffer involuntary (RIF) status reduction will be eligible for reimbursement for classes commencing when the eligibility requirements were

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met (see Section 5.1). Courses must be completed and all other qualifying criteria met prior to reimbursement.

5.3 Reimbursement of Expenses

5.3.1 Reimbursement is offered up to \$2,000 per calendar year. The actual amount an employee is eligible for is based on weekly scheduled hours as follows:

5.3.1.1 \$2,000 – employees scheduled for 40 hours

5.3.1.2 \$1,500 – employees scheduled for 32 to 39 hours

5.3.1.3 \$1,000 – employees scheduled for 20 to 31 hours

5.3.2 Tuition reimbursement is paid by Regional Human Resources.

5.3.3 Tuition Reimbursement is limited to:

5.3.3.1 course tuition;

5.3.3.2 required entrance and/or registration fees;

5.3.3.3 required textbooks; and

5.3.3.4 laboratory fees.

5.3.4 The following are not reimbursable expenses:

5.3.4.1 transportation to and from place of instruction and parking fees;

5.3.4.2 cost of periodicals, reference books, supplies, uniforms, equipment or other fees related to the course not mentioned previously;

5.3.4.3 advanced placement tests in lieu of course;

5.3.4.4 deferred payment fees; and

5.3.4.5 testing fees and graduation fees.

5.3.5 In addition, the following expenses are not reimbursable for non-LMP employees:

5.3.5.1 courses taken for Continuing Education and/or to attain or maintain licensure; and

5.3.5.2 workshops, seminars, professional conferences, educational meetings, special events etc.

5.4 Application and Reimbursement Procedure

5.4.1 Employees must apply for tuition reimbursement prior to the course start date to ensure employee and course eligibility. Schools, programs, and courses are subject to review and may not be approved for reimbursement.

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- 5.4.2 Reimbursement documents (payment invoices and receipts, and class grade reports) must be returned to TRA within 90 days after the term or class end date.
- 5.4.3 Employees can submit Tuition Reimbursement Applications directly online through a link on My HR.
- 5.4.4 Employees should discuss their course plans with their supervisor.
- 5.4.5 Employees' supervisors will be asked to review and acknowledge employees' tuition reimbursement applications.

6.0 References/Appendices

n/a

7.0 Signature Line(s)

This policy was approved by the following representative(s) of Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals and their subsidiaries, and Southern California Permanente Medical Group.

- Maryanne Malzone, Sr. HR Director (on behalf of Arlene Peasnall, SVP HR), 10/30/09
- Thomas J Williamson, SCPMG Business Administrator, Operations, 11/13/09

8.0 History

- 8.1 Original Effective Date: 8/1/77
- 8.2 Revision Effective Dates: 2/3/97; 7/02; 1/15/07; 11/13/09
- 8.3 Updated: 9/02; 12/10/07

Received 7/3
from Andy
Conejo

**Proposal for a New Agreement
Between
National Union of Healthcare Workers-American Federation of Nurses and Kaiser
Foundation Hospitals
Registered Nurses of AFN
July 2, 2010**

Using the Agreement that was negotiated between the Service Employees International and Kaiser Foundation Hospitals as a foundation, the following is the NUHW proposal for a New Agreement for Registered Nurses:

AGREEMENT

Change the date of the effective date of the Agreement to 2/5/10, delete references to SEIU and replace with AFN-NUHW.

PURPOSE

Retain language.

RX 4

Article I - RECOGNITION

Section 1 - Recognition

Paragraph 100: - Exclusive Collective Bargaining Agent

Delete references to the Master Agreement as it pertains to SEIU.

Paragraph 102: - Delete this paragraph that refers to the purpose of the shaded areas of the contract.

Paragraph 103: - Retain current language on unit clarifications, accretions etc.

Paragraph 104: Creation of New Classifications: Retain current language Amend the Article to delete references to UHW-SEIU and former Board Certifications and update with references to NUHW and the current RC petition #.

Paragraph 105: Local Agreements Superseded. Delete language.

Paragraph 106: Provide for the inclusion of Registered Nurses acting in the capacity of charge in nursing units.

New Section - No Subcontracting

Only bargaining unit Registered Nurses will perform bargaining unit work. If, on occasion, the Employer wishes to have a non-bargaining unit employee, agency employee, or any other individual perform bargaining unit work, it must be by written mutual agreement. In conformance with the preceding sentence of this paragraph, there will be no subcontracting of bargaining unit work unless by mutual agreement. (This proposal sets forth the concern that the Employer over utilizes registry/traveler personnel-as much as 20% of the staff. As we all know LAMC has become a dangerous place for both patient and employee. It is our hope that one of the many challenges with staffing at LAMC can be addressed. It is also our wish that the Registered Nurses in charge of units periodically take on a patient assignment so that they understand the challenges on the nursing floors.)

Article II - UNION DUES SECURITY

EXHIBIT NO. Rx4 RECEIVED REJECTED

CASE NO. 21-CA-39296 CASE NAME: 50. CAL. Permanent med. group

NO. OF PAGES: 11 DATE: 10/19/10 REPORTER: Troy Ray

Section 1 – Union Security

Paragraph 201 – Union Membership. Retain current language.

Paragraph 202 - Delete references to Registered Nurses who were employed prior to 1977.

Paragraph 203 – Failure to Maintain Membership. Retain current language.

Section 2 – Deduction and Remittance of Union Dues and Fees and COPE
Retain current language.

Section 3 – Information

Paragraph 214 - Retain current language.

Paragraph 215 and 216 – New Registered Nurses Orientation/New Hire – Retain current language.

Section 4 – Bulletin Boards

Provide that there will be a glass encased bulletin board in each unit where there is a Registered Nurse, the key to which will be held by steward.

Section 5 – Union Staff Representatives and Shop Stewards

Retain current language.

Section 6 – Union Stewards

Retain current language.

Section 7 – Registered Nurse Committee

The vehicle for addressing professional issues, work environment, and staffing are too great in scope to be handled in one committee. We would like to have dialogue with the Employer regarding how these issues can most effectively be addressed (e.g. specific staffing language vs. a committee). The fact that issues in this committee cannot be arbitrated could render it ineffective. In this context, if we are able to develop a method of collaboration that has been impeded by directives of the Region, there may methods of addressing these issues of mutual benefit to the parties.

New Section - Steward Training

Modify to read: Stewards will receive eight (8) paid hours per month to participate in their Steward Council for purposes of training and development. The Employer will exercise every effort to schedule employees off on the days that the Steward Council meets.

New Section: RN Contract Administrators

a. **Appointment by Union.** The Union's Director of the Kaiser Division appoints and directs three (3) Full-Time Contract Administrators for the AFN bargaining unit. The Employer may provide input in the selection process of these individuals but the decision as to who is appointed will rest with the Union's Director of the Kaiser Division.

b. **Role of Contract Administrator.** Primarily, the role of the RN Contract Administrator is to assist stewards in the administration of the Collective Bargaining Agreement at the direction of the Union, including but not limited to processing grievances, training stewards, attending investigatory meetings etc., thus assisting stewards to participate more fully in collaborative activities for the mutual benefit of the Employer and the Union. The position of RN Contract Administrator is not intended to replace the role of the stewards.

c. **Pay and Term of Service.** The RN Contract Administrator is paid by the Employer at straight time for lost time at his/her current rate of pay and continues to be eligible for all benefits and wage increases, but will not receive overtime for work related to Union

activities. In order to provide as many stewards the opportunity to participate in this program during the term of the current Collective Bargaining Agreement, an RN Contract Administrator will serve in this capacity up to a maximum of one (1) un-renewable term of twelve (12) months and then must return to his/her former position.

Article III - NONDISCRIMINATION

Retain current language.

Article IV – GRIEVANCE AND ARBITRATION PROCEDURE

Retain current language.

Section 3. Modify to conform to language that may be held in common in this Agreement with other NUHW contracts in Kaiser.

Article V - GENERAL PROVISIONS

Section 1 - Conformity to Law – Retain current language.

Section 2 – Conscientious Objection – Retain current language.

Section 3 – Confidentiality of Records and Protected Health Information – Retain current language.

Article XXVI – DISCIPLINE AND DISCHARGE

Retain current language. Also, discussion is needed on the efficacy of “Corrective Action.”

Article VII – PERSONAL EVALUATION

Retain current language.

Paragraph 704 – Not Grievable. Clarify provision by adding the following to the beginning of the sentence: “Because performance evaluations cannot be used for discipline or to substantiate discipline,” etc.

Article VII – PROBATIONARY EMPLOYEES

Retain current language but replace references to “employees” with Registered Nurses unless the reference is generic. This proposal of substituting “RN” for “employee” would apply to the entire Agreement.

Article IX – STATUS OF EMPLOYMENT

(Change to “REGISTERED NURSE CATEGORIES”)

Section 1 – Classifications

The Union will present a proposal on this topic at a later date.

Section 2 – Full-Time Registered Nurse

Retain current language.

Section 3 – Part-Time Registered Nurse

Amend language to read: A regular Part-Time Registered Nurse works an average of twenty (20) hours per week but fewer than forty (40) hours.

New Section - Limited Part-Time Registered Nurse

A Limited Part-Time Nurse works on a regular basis fewer than an average of twenty (20) hours per week.

Section 4 – Per Diem Registered Nurse

Paragraph 908 - Modify to read: A Per Diem Employee is one who works on an intermittent or on an as-needed-basis. (Provide that Limited Part-Time Registered Nurses are eligible for the in-lieu-of-benefits differential.

Paragraph 909 – Retain current language.

Paragraph 910 – Clarification is needed regarding the level of accrual that a Registered Nurse enjoys when becoming benefitted.

Paragraph 911 – Clarify that Per Diem and Limited Part-Time Registered Nurses are eligible for premium pay on holidays.

Paragraph 912 – Provide also that any category of Registered Nurse can voluntarily reduce his/her status to that of Per Diem.

Section 5 - Float Nurses

Discussion is needed on the practicality of this provision and the differential that should be enjoyed by a Registered Nurse who is a Float.

New Section: (Former Side Letter #15) Voluntary Additional Hours.

1. Include Limited Part-Time Registered Nurses in this provision.
2. Modify provision to proposed provision that there will be no KTO days (cancellations).
3. Maintain provision that RNs will be given additional hours by seniority and shift with RNs in their home unit having first access to those hours.
4. Also, once the Employer determines a need for overtime hours, they also will be offered by seniority in the home unit first to Full-Time Registered Nurses, then Part-Time Registered Nurses, then Limited Part-Time Registered Nurses, and then Per Diem Registered Nurses. If the shifts remain uncovered, the same process will then be used outside the home unit.

New Section - Conversion of Per Diem, Limited Part-Time, Part-Time Employees

a. Period Necessary for Conversion Eligibility.

A Per Diem, Limited Part-Time, or Part-Time Registered Nurse who works a schedule of an average of at least forty (40) hours per pay period or more for six (6) consecutive pay periods will be converted to a Full-Time or a Part-Time status (e.g., .5, .6, .7 FTE, etc.) commensurate with the average number of hours worked during the six (6) consecutive pay periods, pursuant to the provisions of this agreement.

b. Employee Must Submit Request for Conversion.

In order to be considered for conversion, an Employee must submit a request in writing to his/her department manager for a review of the six (6) consecutive pay periods immediately preceding the Employee's written request. Requests for conversion to either benefitted status or increased Part-Time status must be received within thirty (30) calendar days of the end of the last pay period considered in determining eligibility for conversion.

c. Actual Days and Shift of Conversion.

The Employee may be converted to Regular status in the department and shift in which the majority of hours were worked. The converted Employee will be scheduled to work according to his/her new or enhanced status.

d. Effective Date of the Conversion.

An Employee's conversion will be effective the first full pay period following the

Employee's submission of the written request.

e. Ineligible Hours.

Hours worked 1) in training (as opposed to orientation) or 2) in special projects are not eligible for conversion.

f. In-Lieu-of-Benefits Differential.

A Per Diem Employee or Limited Part-Time Employee who is converted to benefitted status will continue to receive the in-lieu-of-benefits differential until he/she begins receiving health coverage.

Article X- SENIORITY

The Union will be presenting a proposal on this topic at a later date.

Article XI - JOB POSTINGS AND FILLING OF VACANCIES

Section 1 – Job Postings

Retain current language.

Section 2 – Filling of Vacancies

Process for granting positions needs to be reviewed.

Section 3 - Notice to the Union

Retain current language.

Section 4 – Requirements

Retain current language.

Section 5 – Selection

Paragraph 1111 - There is a need to understand how demonstrated ability is determined as criteria for the selection process.

Paragraph 1112 - Delete references to "demonstrated ability" and "relatively equal." Qualifications and seniority should be the determining factors.

Paragraph 1113 - Replace "probationary period" with "evaluation period" for transfers and promotions. Also, provide that Registered Nurses who fail to pass the evaluation period will be returned to their former position prior to their transfer/promotion.

Paragraph 1114 - Replace "probationary period" with "evaluation period." Also, allow for extensions by mutually agreement only.

Objective
Criteria is
the issue

Article XII – VOLUNTEERS AND SPECIAL PROGRAMS

Retain current language.

Article XIII – ALTERNATE COMPENSATION PROGRAM

Provide a differential of fifty per cent (50%).

Article XIV – WEEKEND SCHEDULING

Retain current language.

Article XV – HOURS OF WORK

Section 1 – Definition of Workday and Workweek

Retain current language.

Section 2 – Work Schedules

Paragraph 1504 – Delete language that references the right of the Employer to change schedules.

Paragraph 1505 – Discussion is needed regarding what are the purposes of and the needs for temporary and infrequent changes in schedules.

Paragraph 1506 – Retain current language.

Paragraph 1507 – Retain current language.

Paragraph 1508 – Retain current language.

Section 3 – Reporting Pay

Paragraph 1509, 1510, 1511 & 1512 – Reporting Pay. Modify to provide that RNs are guaranteed to work their scheduled shift. The Employer may ask RNs to voluntarily report off.

Paragraph 1513 – Delete.

Section 4 – Rest Periods

Retain current language.

Section 5 – Call Back—O.R., Recovery Room, Hemodialysis and Apheresis

Retain current language, increasing minimum to four (4) hours.

Article XVI – WORKLOAD DISTRIBUTION

Retain current language, however, because staffing is our priority in these negotiations, it is imperative that we develop language on appropriate staffing for each unit and that we have third party neutral arbitration as a final step to disputes regarding the observance of the agreed upon provision. Our staffing proposal will include the use of an in-house registry (i.e benefitted float pool), the use of more Per Diem RNs, the use of relief nurse ratios, and contemplate the use of seasonal staffing on a year around basis. Also, our proposal will include an understanding that staffing must be adjusted by acuity with RN involvement in determining the development of the process.

Article XVII – OVERTIME

Section 1 – Overtime

Paragraphs 1701 -1703 – Provide that work on the 6th or 7th consecutive day applicable overtime will apply regardless of workweek.

Section 2 – Non-pyramiding of Overtime

Retain current language with the exception that all paid time will be used in the calculation of overtime (Paragraph 1709).

Section 3 – Designated holiday Hours – Overtime Calculation

Delete based on proposal in Section 2.

Article XVIII – EDUCATON PROGRAMS

Retain current language.

Article XIX – EDUCATIONAL LEAVE

Section 1 - Educational Leave With Pay

Delete reference to Educational Leave pay not being used for overtime calculation.

Delete reference to RNs anticipating termination.

Include language that RNs can use all their Educational Leave for home study.

Also, provide that the Employer will offer all required training and clinical updates or pay for such training and clinical updates for RNs.

Section 2 – Educational Leave Schedule

Retain current language.

Section 3 – Accumulation

Retain current language.

Section 4 – Tuition Reimbursement

Retain current language provided the annual amount is \$2000. Clarification may be needed regarding what “approved courses” are and that the Employer pay for CEUs.

Article XX – BEREAVEMENT LEAVE

Retain current language.

Article XXI – LEAVES OF ABSENCE

Retain current language with the following modifications:

Section 1 – Eligibility

Paragraph 2102: Delete 1st sentence. Also clarify that Leaves of Absences as referenced in this Article are unpaid.

Section 2 – Medical Leave

Paragraph 2104: Provide for a minimum guarantee of Leave of Absence for six (6) months.

Paragraph 2106: Does this apply to pregnancy leave as well?

Section 6 – Occupational Injury or Illness Leave

Paragraph 2121 – Provide that RNs will be returned to their former position upon conclusion of their leave.

Section 8 - Return form Leave

Provide that RNs returning for a leave will be returned to their former position.

Section 9 – Benefits While on Leave

Paragraph 2135 – Does the six (6) month requirement apply to pregnancy leave?

Section 10 - Jury Duty

Provide Jury duty pay for time served.

New Section. Union Leave - An RN who becomes a paid staff member of the Union or works for the Union on paid lost time may request and receive an unpaid leave of absence for up to one (1) year for Union business. Upon completion of the leave of absence, the RN will be returned to his/her former job. The Employer will provide backfill for the duration of the leave. All Employer-paid benefits, including the Performance Sharing Program (PSP) and paid time off accruals will continue during a Union Leave of Absence. During such leave the RN will continue to accrue seniority.

Article XXII – WORK/LIFE BALANCE PROGRAM

Retain current language with the following modifications:

Section 1 – Designated Holidays: Add the following holidays: Martin Luther King’s Birthday, César Chávez’s Birthday, and Presidents’ Day.

Paragraph 2204: Discussion on what constitutes the actual holiday is needed.

Section 3 – Designated Holiday Pay

Paragraph 2213: Delete as referenced earlier that all paid time is used for the calculation of overtime.

Section 4 – Designated Holiday Worked

Provide that RNs working a holiday will be given the full 12 hour shift for a holiday in addition to the premium pay.

Section 5 – Designated Holidays Falling During RN's Day Off

Modify to conform to preceding proposals and provide that the additional day off is at the RN's option.

Section 8 – Vacation Eligibility Date

Provide that the date determining rates of accrual are not affected by the category of the RN during her/his employment history.

Section 9 – Vacation Accrual Schedule

Provide for an increase of five (5) days of vacation for each level of "Length of Service."

Section 12 – Vacation Pay

Paragraph 2233 – Provide that shift differential will be applicable during an RN's vacation.

Paragraph 2234 – Provide that vacation will be used in the calculation of overtime.

Section 16 – Scheduling Vacation

The Union will be presenting a proposal on this topic at a later date.

Section 17 – Sick Leave

Paragraph 2247 – Provide that shift differentials will be paid during an RN's illness.

Paragraph 2248 – Provide that RNs may cash out banked Sick Leave and be paid in increments of two (2) week pay periods.

Section 18 – Sick Leave and Overtime

Paragraph 2250 – Provide that Sick Leave will be used in the calculation of overtime.

Paragraph 2251 – Modify to read: The Employer may request certification of absences related to sick leave if the Employer has a justifiable reasonable doubt as to the validity of the illness. Also, if the RN is able to produce a doctor's certification, he/she cannot be disciplined regarding his/her absence.

Section 22 – Illness on Non-Regularly Scheduled Work Day

Clarification needed.

Section 25 – Income Protection and Extended Income Protection

The Union will be presenting a proposal on this topic at a later date.

Article XXIII – INSURANCE BENEFITS

The Union will be presenting proposals in this Article at a later date.

Article XXIV – COMPENSATION

Retain current language except as proposed for modification as follows:

Section 1 – Salary Schedule

The Union will be presenting a proposal consistent with our statements that RNs should be paid wages comparable to RNs represented by the C.N.A in Northern California. We will also propose:

1. Post Partum moving to Level III
2. Additional tenure steps

3. Providing a differential for Main O.R. RNs (*separate from Output OR per Gabe*).
4. Providing a ten percent (10%) differential for RNs with a B.S.N. degree.
5. RNs responsible for Monitors should have the status of Tele.
6. Providing differentials for attaining national certifications—to be presented later.
7. Provide for a yearly bonus that will be converted to a percentage and added to the RN's wage rate. Goal setting for the bonus will be mutually agreed by the Employer and the Union; it will be unit specific; and one of its criteria will be based on the acuity of the patients of the Medical Center.

Section 2 – Compensation Review Process

Provide that if the Employer and the Union can come to an agreement on the wage rate for the new classification, the issue will be submitted to arbitration. This Section should be placed with paragraph 104.

Section 3 – Tenure Step Increases

Provide that RNs will receive tenure step increases on their anniversary date regardless of job category.

Section 4 – Shift Differential

Modify to provide a differential of ten percent (10%) for Evenings and fifteen percent (15%) for Nights.

Section 5 - Standby Pay

Provide the standard pay for Standby pay as half-time ($\frac{1}{2}$) and three quarter's time ($\frac{3}{4}$) on designated holidays with a minimum guarantee of four (4) hours if the RN is called into work at the minimum rate of time and one-half ($1\frac{1}{2}$). Also, provide that Standby and Hospice following will be voluntary.

O.R. RNs should get standby on weekends like CVOR and PACU in lieu of regular shifts.

Section 6 – Hospice Beepers

The same pay will apply to Hospice RNs. The Employer on a local level has proposed a resolution to the number of hours an RN accepts weekend call and we are awaiting the Region's decision on this matter.

For purposes of this Section "time worked" is time paid at the premium rate.

Section 9 – Payment/Shift Differential

Paragraph 2433: Provide that shift differential is paid for all hours paid.

Section 10 - Bilingual Differential

The Union will be presenting a proposal on this topic.

Section 12 – Increase Preceptor differential to two dollars (\$2) per hour.

New Section – Per Diem/Limited Part-Time In-Lieu-of-Benefits Differential

Provide for a fifty percent (50%) differential.

New Section - Weekend Differential

Provide for a ten percent (10%) weekend differential for all weekend work as defined in this Agreement.

Article XXV – TERMINATION NOTICE AND PAY

Retain current language.

Article XXVI – MEDICAL MALPRACTICE INSURANCE

Retain current language.

Article XXVII – HEALTH & SAFETY

Modify to provide the following: Any Health and Safety issues, including but not limited to harassment, unsafe/hostile work environment, raised by the Employee and not satisfactorily addressed by the Employer shall be subject to the Grievance Procedure.

Article XXVIII - NO REDUCTION OF BENEFITS

Retain current language.

Article XXIX - DISPUTES

Retain current language.

Article XXX – MANAGEMENT’S RIGHTS

Delete this Article.

Article XXXII – COURTEOUS AND RESPONSIBLE RELATIONSHIPS

Replace current language with the following:

The Union and the Employer, including all Kaiser Permanente managers, supervisors, physicians, Employees, and Union staff, agree:

A. Treatment of One Another.

That ethical and fair treatment of one another is an integral part of providing high quality patient care and the standards of conduct established for an employee or group of employees will be the same standard for all Kaiser Permanente employees and Union representatives.

B. Regardless of Profession.

To treat one another, regardless of position or profession, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us makes in our daily work. (Current language)

C. Ensuring Courtesy.

To exhibit a personal, caring attitude toward each person with whom we interact and do so in ways that ensure courtesy, compassion, kindness and honesty. (Current language)

D. Communication and Input.

To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provision of opportunities for input into decisions when they impact people directly. (Current language)

E. Accountability of the Union and the Employer.

The Union and the Employer shall be responsible for improving communications among all levels of the organization and shall be accountable for modeling and implementing the commitments of this section. (Current language)

F. Violations of Courteous and Responsible Behavior

Grievances alleging violations of this Section of the Agreement shall be immediately deferred to Step 3 of the Grievance Procedure.

Article XXXIII – CONFIDENTIALITY OF RECORDS AND PROTECTED

HEALTH INFORMATION

Retain current language.

Article XXXIV – CONSCIENTIOUS OBJECTION

Retain current language.

Article XXXV – DURATION OF AGREEMENT

This proposal will be presented with our wage proposal.

SIDE LETTERS

We need to review and update the Side Letter on pages 69 through 95.

Other topics which the Union may present proposals which are including but not limited to the following: Guaranteed Shifts/Hours, Career Ladders/Professional Recognition, benefits contained in the 2005 Coalition of KP Unions Agreement, Employment and Income Security, Wages, Attendance policy regarding tardiness, the number of RNs permitted to go on vacation at any given time (grouping of RNs for purposes of floating, holidays and vacation), restrictions on floating (e.g. Post Partum/Critical Care not float to a Medical-Surgical floor, floating only once per shift, voluntary floating from Out Patient Surgery to the O.R.), retiree health benefits, not requiring Medical-Surgical RNs to perform Tele duties, etc.

The Union reserves the right to modify or amend, delete or add to proposals to those contained in this document.

R45

2-11-10

NUHW mtg

RC

Purpose of this meeting is to get re-acquainted; to talk and get some issues resolved

Introductions

We want to talk about expectations & listen to you

We know you understand the #'s from the elections. The # said an overwhelming # of employees wanted NUHW

This type of vote count (#'s) is unheard of in labor; it shows you how they really feel about this union

A union is the members & the people!

You looked at us as people in the past; we honor our agreements, we are credible, we don't picket your facilities

... we are the same people

EXHIBIT NO. Rx5 RECEIVED REJECTED
CASE NO. 21-CA-39296 CASE NAME: SO. CALIF. PERMANENTE M.D. GROUP
NO. OF PAGES: 10 DATE: 10/19/10 REPORTER: Tray Ray

2/11/10 (2)

some member feel angry about how they have been treated

bitter taste in the mouths of some of the people here

We hope to put the negative behind us - re-entiate past relationships

Deep seeded feelings KP was not neutral

Need to work through ...

? Plans CKPU

? KP's position LMP

? Our position LMP

AP - What do you mean about NUHW + relationship with CKPU + LMP?

R.C - Relationships

examples - communications

→ other unions come into UBTs

* mgnt says anyone in NUHW must leave

need communication from mgnt

5
2/11/10

AP participating or leading UBTs

RC participation

Example - mgr stated she did not know who is an NUHW steward

Won 3 elections
Want to figure out what the relationship will be

Enter a period, summer months that will be interesting

Several Issues

(1) Pay check Today
Dues were deducted for SEIU
Want that \$ returned to employees

(2) Dues Deductions to begin as soon as we receive forms + get them to you

(3) Wage/ Benefits / Working conditions remain intact

(7)
2/11/10

some things do not continue
Grievance process stays
Arbitration does not
We want arbitration to stay
intact.

(4) CA current
Interim - that does not
change

(5) Want these things to
apply
Bulletin Boards
Room for Mtgs.
Access to email
Appropriate office
Space for stewards
Stewards to be
awarded same priv.
as in other units.
Steward Council Days

Specific to RNs

→ staffing issues concerns
have reached a high
level

we are collecting data
to share with you

need to deal with
RN issues locally

want to keep the RN committee
+ shared governance; (RNs + Mgmt)

⑤
2/11/00

(?) email regarding CKPU
#3

want Contract Specialist
Capacity Reps

"time being"

want current Psy/Social in
UBT / Capacity Rep to
continue for the
time being

Why?

Psy/Soc → Back to Pts → Back

to
Capacity
Reps

They are extremely valuable
in those positions

Other Issues

PSP

CEU

PSP → LMP PSP

Psy Soc Alternative

Incentive Plan

get the higher of (2)
plans

(?) Incentive plan pre-dates LMP

6
2/11/10

want to look @ this long term & short term

Contract Specialist - more than 1

Proposing - extend the three (3) CBA thru the end of Sept 2010
gives us stability

Caucus

2:20 pm

Winnice - Release Time
Union Business (PUT)
any union business
guarance, meetings like
- today

want to make sure
this continues

RC managers are looking for
messages from you

Lula has pressing issues

LV - met with Sam Parks

7
2/11/16

pt safety
RN safety
Liability for KP

don't have the luxury of waiting
need to expedite
physically assaulted by members

sentinel events - pt injured or
died
DHS involved

nurses have shared this with mgmt
before we moved to the new
hosp. (April 2009 / early 2009)
asked that issues be addressed

M3 & Units? Critical Care + Step Down Units
Mgts? Mindy Elferant DA Critical Care
nothing has been done

Told us NOT
to tell DHS
the truth

RC - Peps (Babe) needs a
badge by Monday

AP - What is driving the badge
thing?

2/11/16

RC - Communication Issues

"Reps from NUHW are the devil"

Mgrs following the direction of SEIU Reps

LAmc "new hospital has different access rules"

Helia - KP Employees cannot access different units

Barbara - NUHW shows up & heads of SEIU follow us around

our steward are intimidated

Jim - Code of Conduct for all needs to be enforced

Time off for mtgs "inconsistent" \$

RC want a positive relationship concentrate on the positive look into the behaviors of others

①
2/11/10

D Mallon - Want specific answers

1. Honoring Dues Forms
Next Steps

2. Grievances

AP - not prepared to give you
an answer

Access - cleared

Lotus Notes access NUHW

AP Not prepared to respond today

Next Steps -

Work Thru Issues

DATE - Any day week of 2/22

RC - Please communicate "NUHW is a
The Union who represents
These groups

People are angry @ KP + KP mgmt
KP was biased in handling
the run up to the election

Reinforce Communications —

10
2/11/10

Dm - AP/TJCW put out email comm
on solicitation

Another communication would be
helpful

LaNeta

"This is like a vendor change
we want to deliver quality PT care
in a safe env.

W

Rx6

2/26/10

Nuhw Mtg

Arlene - "Talking Points"

- Thank You for your patience
- David's Notes of last mtg
- "Bargaining Notes"
- not a bargaining session
- Re-acquainted session
- Solicitation - KP neutral
- NUHW - Exclusive bargaining representative
- We are ready to commence bargaining

2/3/10 contracts ended
provisions no longer in
place - once nuhw was
certified

we cannot honor your request
for extending the three (3)
agreements

RC - Asked for clarification

AP - Certain provisions regarding
Wages / Benefits / Working Conditions continue

EXHIBIT NO. 2x6 RECEIVED REJECTED

CASE NO. 21-CA-39296 CASE NAME: So. Calif. Permanent Med. Group

NO. OF PAGES: 13 DATE: 10/19/10 REPORTER: Tray Ray

2
2/26/10
NUHW

AP

UBT(s) - continued participation - yes
- nuhw can participate in
UBT activity; they cannot
hold leadership positions
with UBT's

- We will begin removing
people in leadership roles
+ UBT specialists next week.

Dues Deductions - discontinued as of
last ~~pay~~ pay period
- if you believe we
deducted too much;
you should seek
reimbursement from UHW

David Mallon - 2/3/10

Why not continue to the
date our contract expires?

AP - Majority of pay period
left complete by 2/3/10
date

Ralph C - Why didn't you correct this before

③
2/20/10
nuhw

sent the check to uhw?

This is insulting

AP - grievances

maintain current practice
for grievances without
Arbitration

continuing the CBA
continuing current practice

Jim Clifford - Wages + Benefits

Does that include upcoming
wage increases?

AP - current wages - only

future ATB

NOT + term + condition of CBA

JC - What cases did you use to
make this decision? I want
this in writing

AP - Discipline - Follow current
Corrective Action practice

AP - Attendance - Follow current
practices

RC - For example?

(4)
2-26-10
NWHW

AP - Attendance reviews & corrective
action

AP Bulletin Boards - Subject of
Bargaining
"Read Talking Pts"

JC - "Public Boards" - If there are
none can we get them?

AP We will follow med etc practice
regarding bulletin boards

AP Access - Subject of Bargaining
other than assistance to
schedule employment related mteps
observation of working conditions -
subject to bargaining

David Mallon - You are creating
a sense of hostility
"subject to bargaining"
subject to bargaining

AP - continue on your list

5

2-26-10
nuhw

Office Space - Subject of Bargaining

Rights of Stewards - Subject to Bargaining

RC - What rights do they have?

AP Stewards Rights

- CA

- Attendance Reviews

Discipline / Termination

Mgr Request Mtg

Release Time to Represent Members

RR - Clarification

What did you perceive the issue to be?

↳ RC/other(s)

Salaryed ^{HEP} PsySocial

RN

HEly

RN(LAMC) If I come in before my shift to represent someone, they pay me OT

AP Contract Specialist National Agreement
Subject of Bargaining

6
2/26/0
nuhw

Steward Training - National Agreement
Subject to Bargaining

Special Assignment Agreement(s)
RTW - Return to former
positions beginning
next week

PSP - Pay 2009 Results
2010 - Subject of bargaining

Awarding Positions
"Propose" maintain current
practice

Release Time - Subject of Bargaining

Donna - Inconsistency how people were
paid for the last mtg

Mmm - Ralph can provide me details
+ I will review

Donna - "What, take \$ back
from those who were paid?"

⑦
2/26/10

M₃ - If Ralph provides the data
I will review

JC - If travel time precludes
someone from working
how will they be paid

AP - Salaried staff perform
any work for the Employee
they will be paid for the
day

AP - TR

CEU's only covered for LMP
NUHW → LMP

Any classes scheduled prior to
2/3/10 - we will pay

? Education Time -

~~M₃~~ - to pay →
discussion began
Employer stated we would
revisit

(?) You are treating us as something
less

⑧
2/26/10
WUHW

RC - You failed to address
email

KP Addresses

example - 30 co-workers
selected as shop
stewards

union messages

Filtering - people being disciplined

No uniform interpretation of
the policy

Requested copy of solicitation policy

DM - we wanted you to come in
+ stipulate "this book(s)"
would continue until 9/30/10
- it would be our contract
going forward until that
time

(?) maybe our benefits should
default to the salaried benefits

Donna - pick the parts you want
+ don't give us what we
want

⑨
2/20/16
MHW

(?) Let us know - What applies
+ what does not apply?

AP- Keep benefits you have today

Caucus

12:45
Return

Hand Out to Ralph

Attendance Sheet

Solicitation Policy

Electronic Asset Usage Policy

AP Clarification

Wages

Diff

Health + Welfare

Life

Dental

Time Off : ETO/ESL

Jury Duty

Bereavement

Educ. leave

F/U

HRA ?

? Front Loading

? Life Balance

(10)
2/26/10
Nuhw

RC

We need to understand what
will continue

Your response is not though out

I said everything in the
agreement continues except
grievance arbitration
dues
? recognition

AP- I am not bargaining with
you. Simply responding
to the requests you
made at the last
mtg

Lelah - You enlarged the conversation
We thought there were
2 animals
all or none
you added a third
cafeteria approach

DAVID

- We need the research from
your legal counsel
"MOORE TRUCKING"

(11)
2/26/10
nuhw

RC - not a consistent message

Donna - every issue

If you don't know, how
do we know?

RC - you are not ready to address
our issues

We need to know the working
conditions now

Not ready to bargain need
to understand where we are

David - Read from case law

you may not make unilateral.

Wages "W" "A" "b" "E" "S"

What don't you understand

RC Did not take RN concerns

seriously

3/4/10 mtg

took 3 weeks

Send a communication to our
members/ Mgrs "Handed us a
draft"

RC - closing —

(12)
2/26/10
nuhw

RC - During this period of time
you cannot make any unilateral
changes

If you change a vending machine;
you cannot change it without
bargaining

Schedule next mtg(s)

└ no calendars

Arlen - Give dates COB 2/26/10

* Truesow (WLA)

CEUs - until today we
did not know CEU's
would not be paid

Can you consider this?

lelah - urgency to our issues
stressed / disappointed that
mtg dates are so far out
in the future; not giving
reverance; you are disrespectful
to us + our pts.

RC - Request folks to be paid for the

(13)
9/26/6
Nette

next mtg.

~~msnetto~~

NUHW Mtg.

RR

3/18/10
2:05pm

RC Would like to review the letter bullet pt by bullet pt.

Handouts: Letter

3 buds - Psy/HCP/AFW

RC Read

Bullet #1

Bullet #2 - can you share with me "clear language" in the National Agreement

RR Will review the contract + respond to you

Bullet #3 - can you clarify the language in the m/A you are referring to?

RR will review the contract + respond to you

RC Bullet #4 - Let me be clear I have not asked you or the coalition to be part of the coalition

Bullet # 5, 6, 7 (Read)

2

EXHIBIT NO. Rx7 RECEIVED REJECTED

CASE NO. 21-CA-39296 CASE NAME: SO-CALIF. PERMANENTE MED. GROUP

NO. OF PAGES: 12 DATE: 01/19/10 REPORTER: Trey Ray

②
3/8/10

buds

Classification: x units

Should the topic on one grid fall in the same category on all three?

RR Most like provisions should fall in the same category across the three units

WA - NO discrimination / NO discrimination are different

RR We will review & get back to you.

RC AFW - ~~you~~ are the exclusive bargaining agent - new representative

RR Term + condition - stay in place until bargained otherwise "continue
Creation of "Contract" not carried forward"

~

③
3/18/10

DR ? UNION security -

RR Not until we bargain it

DM. AFN Grid

General Provisions Article II

F/4

✓ = Creation of CBA

all other provisions

Terms & Conditions

JC Psy Social Article IX

Notice & Names of Authorized
Stewards

We provided them to you

RR Yes you did & we communicated
to the LR + HE staff. They
will be recognized by the
Employer

MH - In practical terms -

What does all this mean
for us in the interim
state? ✓

3-18-10

DR Article IX

Creation of CBA. Does this mean we do not have the ability to do union business?

RR - creation of contract means the language no longer exists → subject to bargaining

DR are you saying if someone has a grievance people cannot be rep represented?

RR No people can be represented by your stewards

RR Legally - Terms & Conditions
Cannot walk away from now

- Keep the same
- Choice to improve
- Choice to reduce

- r

RC

Example: Part of Coalition
SEIU / UHW
Won the election

National Barg.
Local Bargaining follows
You could propose to eliminate
s/c - yes?

Re Union + Employer make proposal?
Yes

AP We should come to the table
and begin bargaining to
create agreements

RC People need to understand
"What happens while we
are negotiating a new CBA?"

RC Read from N/A. Section II
"terminate at the end of local agree-
reopener "except"

~

3-18-10

RC ...

if you went to local bargaining
it did not go well - N/A
continues until local CBA
expires

Bargained NA on behalf of these
people

What did N/A envision?
What rights do they have?
Clear the N/A "did not mention
local CBA"

RC no reference to reopen local CBA

local CBA.

Reciprocity exchange with N/A

JC ? Case Law - Language driving
The difference between
terms + conditions + creation
of CBA

RR - provided requested case law
to David Mallon

⑦

3-18-10

RC No Reduction of Benefits
Term + Conditions Yes

AFN - has expanded language
on CEU & TR please review

RC ? status HRA
? Front Loading S/L
? cash out

need to determine → NLRB

What are the terms & conditions?

There will need to be scrutiny -
How the Employee developed
these lists

~~Who~~ How are employees treated?

What applies if there is no
contract language?

mm There are policies in place
Employee Handbooks
Other guidance documents

RC - Understand Terms + Conditions

(5)
3/18/10

need people txt in an ethical
and fair way →

JC - References Request.
Provide us a list of other
documents that cover the
issues under creation
of contract

MA - concerned about ramifications
How well things play
out if leaving work
to handle Union business?

AP Right to represent Employees
→ grievances
→ representing staff discipline etc.

RC Not bargaining discussions today
Attendance @ UBT
NVHW - ordered out of mtg
by SEIU / Mgmt

MMM provide specific examples
and I will follow up

9
3/18/10

RC like you to send a memo to NUHW member - stating the recognition of NUHW as exclusive bargaining representative

RC - purpose of UBT
create efficiency in the depts to justify the LMP
What will we get out of participating?

If we get no benefits of LMP
why would we drive efficiency of UBT's?

We have to decide if we want to participate.

Lynetta -

We have no vote @ UBTs

Winnie

- There is no voting at UBTs.

Ralph - Closing

1. Collaborative message to employees (m³)
2. You will receive a separate email from me regarding several issues
 - Bargain over jobs
 - Changing work locations
 - reimbursement of dues
 - schedule changes
 - Retired employees replaced by non-union
 - productivity standards
 - Kern (RIF)

Reminder - No changes in working conditions unless bargained with us.

See your position with us, Don't see it as an olive branch concession to other unions.

(11)

3-18-10

want to see some indication
you want to have a collaborative
relationship with us

if you are saying we have to
bargain one dues; people can
have deductions for other
organizations - why not us?

RC getting ready to bargain
Survey our members
Elect Bargaining committee
Create Proposals

Finally

RC - upset "bullet 4"

AF demonstrate the coalition
is a self governing body

RC putting on the record
This is negative - not an
olive branch - employees
we want to be part of
the coalition → we have
not said that

RC- want to be released &
paid for bargaining
when it begins

n

KG - Wants Access rights per the old CBA.

Mallon - KP very biased in the run-up to the election.

Mallon - To AP → You: TW got something out 8-9 months ago. Maybe you can do something like that again.

Next mtg - The week of the 22nd??

AP - Goal is to have the least amount of disruption. Care about work force = our members.