

COMMUNITY SURGERY VOLUNTEER DAYS

Letter of Agreement

Introduction

This letter of agreement is hereby entered into by the Southern California Permanente Medical Group (herein called Employer) and the Kaiser Permanente Nurse Anesthetists Association (herein called Association) as a supplemental agreement to the present Collective Bargaining Agreement and was reached under the principles of partnership. The parties agree that this Letter of Agreement is to run concurrently with the present Collective Bargaining Agreement effective October 1, 2018, and expiring on June 22, 2022. The parties may agree in writing to extend or renew this Letter of Agreement after the expiration of the current Collective Bargaining. This Letter of Agreement covers bargaining work and bargaining unit employees described in the present Collective Bargaining Agreement.

Background

The parties strongly support the Employer's partnering with local charitable community clinics to provide donated surgical procedures to uninsured and underinsured patients on weekends (Surgery Day). The parties understand there is a pervasive and chronic need for those services. The parties recognize and agree that this program is in furtherance of Kaiser Permanente's community benefit mission. Employees who voluntarily agree to work the Surgery Day Program under this Letter of Agreement will be referred to as Community Service workers.

Term of Agreement

The Employer and the Association agree to the following:

1. The Employer, in its discretion, may schedule the Surgery Day(s). The Surgery Day Program will occur on a weekend day, unless the parties in writing, agree otherwise.
2. No employee will be required to work in the Surgery Day Program as described in this Letter of Agreement. The Surgery Day will be assigned to an employee only if the employee voluntarily agrees to work the Surgery Day. Hourly paid employees must also sign the written authorization for the payroll deduction described below. Employees are free to decline to work on the Surgery Day, and no employee will be forced to work that day.
3. The Employer and/or the local charitable community clinic will notify employees in the surgery units at the affected facility, in writing, of the opportunity to work on the Surgery Day. The written notice will state that only employees meeting the conditions for participation in the Surgery Day Program will be considered for the community service.
4. Employees must be qualified to perform the type of surgical interventions performed on the Surgery Day to be selected as a Community Service Worker.
5. The parties intend that the Community Service workers who work on a Surgery Day will be selected by the Employer on a calendar year rotational basis, by regional seniority, in the following order, after the employees are deemed qualified for the specific assignment:
 - a. Full-Time
 - b. Part-Time
 - c. Per Diem / On-Call employees

6. Salaried employees who volunteer for the Surgery Day will not receive any compensation beyond their weekly salary. All other wage provisions of the collective bargaining agreement for time spent on the Surgery Day are waived for salaried employees.
7. The parties agree that time spent by hourly paid employees on the Surgery Day will be considered hours worked under the labor agreement when the Letter of Agreement becomes effective. Such Community Service workers will be required to clock in on the Surgery Day and record all time worked on that day. The time spent on the Surgery Day by those Community Service workers will be considered as hours worked for all purposes. All meal/rest period rules, laws and contract provisions shall be followed.
8. To be eligible to work the Surgery Day, the hourly paid Community Service workers must complete and submit a form provided by the Employer requesting to work on the Surgery Day. The hourly paid Community Service workers must also sign a separate written authorization agreeing to deduct from the hourly paid Community Service worker's paycheck and forwarded to the local charitable community partner organization as a donation in a subsequent pay period.
9. If there are not sufficient Community Service workers or the Employer makes a business decision not to conduct a pre-scheduled Surgery Day, the Surgery Day may be canceled at the discretion of the Employer.
10. In the Event there is any inconsistency between the terms of this Letter of Agreement and the present Collective Bargaining Agreement, this letter of Agreement shall control.
11. Disputes arising from this Letter of Agreement are not subject to the grievance and arbitration procedure of the present Collective Bargaining Agreement.

For Kaiser Foundation Hospitals / Health Plan:

Arlene Peasnall
Senior Vice President
Human Resources
Kaiser Foundation Health Plan, Inc.

Date

For Kaiser Permanente Nurse Anesthetists Association:

Kathleen Theobald
Executive Director
Kaiser Permanente Nurse Anesthetists Association

Date

For Southern California Permanente Medical Group:

Annie Russell
Business Administrator of Operations
Southern California Permanente Medical Group

Date