# **IBHS Tentative Agreement – October 18, 2022**

### Summary of Wage and Benefits Tentative Agreements

Across the Board Wage Increases:

- 2021 4% effective first pay period that begins 120 days after ratification;
- 2022 3% effective first pay period that begins 120 days after ratification;
- 2023 3% effective first pay period that begins after September 30, 2023.
- 2024 3% effective first pay period that begins after September 30, 2024.

<u>Performance Improvement Bonus</u>: Opportunity for up to \$5,000 per year payout, based on full achievement of metrics determined by the Employer, payable in March of 2023, 2024, 2025 and 2026.

Lump Sum Bonuses:

- 1% for those employed as of October 3, 2022, based on prior 26 pay periods, payable in March 2023.
- 1% for those employed as of October 1, 2024, based on prior 26 pay periods.

<u>Retroactive Payment</u>: For those employed on date of ratification, a lump sum payable during the first pay period 60 days after ratification:

- Full-time (40 hour) employees = \$6,300;
- Part-time regular and short hour employees = \$5,000;
- Per diem employees = \$2,400.

<u>In Lieu of Benefits Differential</u>: Increase from \$1.00/hr. to 10% of employee's hourly rate for short-hour, temporary and per diem employees.

Paid Time Off (PTO) Programs:

- Add Martin Luther King Jr. Day as paid Holiday;
- In addition to Holiday Pay, everyone will receive Premium Pay of time-and-one-half for all hours worked on a designated Holiday.

Bilingual Differential: Increase from \$1/hr. to \$1.50/hr.

<u>Health & Welfare Benefits for Active Employees</u>: Effective January 1, 2023, extends Alternative Mental Health benefit to eligible dependents, without the need for a denial letter; deletes some obsolete language.

<u>Health & Welfare Benefits for Retirees</u>: Additional \$10,000 added to HRA account when retiree reaches age 85.

<u>Student Loan Repayment Program</u>: No change in amounts but now open to all benefited employees (20 hours or more); open enrollment period begins in October of each year and lasts six weeks; applicants must reapply each year.

# Summary of Tentative Agreements related to Staffing, Access and Workload

### Job Duties and Workload Distribution:

For Psychiatry department therapists

- Increase scheduled IPC time from 15% to 20%.
- New to return ratio increase remains 1:5, except may be increased for treatment track providers
- Patients not seen by a provider within the previous year would be considered new patients (currently two years).
- No change in language related to "Q" appointments.
- Add language that says: "Management will not convert or book into provider IPC time".

# Labor/Management committees:

Establishment of time-limited labor/management committees to address various issues related to model of care, access, and workload. Each of these committees will be composed of clinicians selected by the Union and clinical managers selected by the Employer. These committees will begin on or about November 1 and will build on the work completed in March of 2021 by the Model of Care Collaborative. Contractual language will:

- Require employer to implement the recommendations of these committees and to commit the necessary resources to operationalize the recommendations
- Ensure committees have access to necessary data, sufficient time off for participants, administrative support, etc. to help make committees successful
- Call for report outs to KP senior executives and NUHW leadership (including member leaders) midway through and at conclusion.

The committees, their duration, and purpose are as follows:

- C2C Intakes (60 days) to assess the intake process at the C2Cs, to include determining an appropriate number of scheduled appointments and amount of IPC time.
- **Treatment tracks** (120 days) to determine how to better utilize and/or expand existing treatment tracks, to develop new treatment tracks, and to determine how to reduce

generalists' caseloads to allow generalists to include treatment tracks as part of their provider profiles.

- **Case management** (120 days) to assess the need for additional case managers where they already exist, e.g., IOP, as well as creation of new case management positions to assume the ongoing care for a portion of patients with chronic and/or severe conditions who are currently held by generalists.
- Crisis teams (150 days) to develop a model for crisis support at all locations, which may vary based on factors such as clinic size, patient demand, etc.
- **Child/Adolescent/Family intakes** (150 days) treating therapists will be allowed to schedule 90-minute intakes in person preferred but not required for at least the next five months, while the committee assesses if lengthened intakes should continue.

#### **Summary of Other Tentative Agreements**

Duration of Agreement: Four years, October 1, 2021 through September 30, 2025.

<u>Disputes</u>: Kaiser has withdrawn its proposal to eliminate our ability to engage in a sympathy strike or work slowdown actions during the term of our contract.

<u>Posting and Filling Positions</u>: Good faith best efforts to release successful bidders for new positions within 60 days; probationary employees ineligible for transfer except by mutual agreement.

New Employee Orientation: Increase paid time for Union orientation from 30 to 60 minutes.

<u>Professional Hours</u>: Improved language on granting requests for flexible schedules, which reads: *"When consistent with the operations of the clinic, the employer will make every effort to grant flexible schedules requested by staff, to be authorized by the Chief or his/her/their designee."* 

<u>Granting Requests for Pre-planned Time Off</u>: Agreed to language that "*Employer will make* every effort to grant all requests . . . for pre-planned PTO" which is more employee friendly than previous language.

<u>Leaves of Absence</u>: Add Military Leave language in contract, to be consistent with law and KP policy.

<u>Professional Practice Committees</u>: Added language – "*The PPCs will operate following guidelines approved and adopted by the Regional Professional Practice Committee.*"

<u>Letter of Understanding – Telecommuting</u>: LPPCs charged with determining recommendations for overall structure and schedule of shifts for Telecommuting and to also determine process for offering telecommute shifts.

<u>Letter of Understanding – Model of Care Collaborative</u>: Establish ongoing labor-management forum to identify and implement evidence-based best practices and evidence-based treatment models.

<u>Appendix A – Kaiser Permanente Facilities and Worksites</u>: Added Fremont Med-Psych Unit as a worksite in the GSAA.

<u>Appendix D – Incentive Plan Description and Eligibility Criteria</u> (New): Added the eligibility criteria that have been traditionally used as an Appendix to the contract.

<u>Citizenship Ceremony</u> (New): "Employees who provide 30 days advance notice will not be denied use of their accrued ATO or PTO to attend the Naturalization ceremony to become a U.S. citizen."

<u>Letter of Agreement – Grievance Arbitrability</u>: Allows for any grievances filed in a timely manner during the period without a contract to be pursued through the grievance process, up to and including arbitration.

<u>Temporary Employees</u>: Allows for use of temporary employees for up to one year for the sole purpose of supporting the increased use of treatment tracks.