IBHS Tentative Agreement Summary- November 06, 2026

Summary of Wage and Benefits Tentative Agreements

DURATION OF AGREEMENT

Four-year agreement effective October 01, 2025 - September 30, 2029

Across-the-Board Wage Increases:

- 2025 Wage Increase: **5 percent** across-the-board wage increase.
- 2026 Wage Increase: **4.5 percent** across-the-board wage increase.
- 2027 Wage Increase: **4.0 percent** across-the-board wage increase.
- 2028 Wage Increase: **4.0 percent** across-the-board wage increase.

The wage increase for each year will be effective on the first day of the pay period closest to October 1 of that year or upon ratification by the NUHW, whichever is later. The 2025 wage increase will be implemented as soon as administratively feasible after contract ratification.

ARTICLE XVII- WAGES

SECTION 4 PERFORMANCE IMPROVEMENT BONUS

No change to the current opportunity for up to $5,000 per year payout, prorated for Part-time employees, based on full achievement of metrics determined by the Employer, payable in March of 2028, and March of 2029.

SECTION 7 AFTER HOURS

Changes include the following:

- Involuntary call will cease on January 01, 2030. Thereafter, the Employer will no longer assign NUHW-represented staff involuntarily to cover shifts and may use non-bargaining unit employees to cover such shifts after utilizing the steps 1 through 3 below

  1. Employees in Posted Dedicated

  2. Employees in Posted Dedicated After Hours and/or On-Site positions will be offered any remaining vacant shifts.

  3. Volunteers will be sought to fill additional needed shifts as described in the Non- Dedicated After Hours System below.

- Increases in rates of pay for Non-Dedicated After Hours System:
    - Regular Employees will receive extra pay at the rate of 1 hour for every 2 hours of after-hours time (was 1:4)
    - When required to come on-site during after-hours time, employees will receive a minimum of two (2) hours of pay and receive one (1) hour of extra pay for each additional hour or increment of an hour thereafter. Shift differential provisions apply to all paid hours.
    - For coverage of on-site shifts, regular employees will earn extra pay at rate of time for time.
    - For coverage on a designated holiday, in addition to accruals for applicable on-call shifts, regular employees will earn extra pay at the rate of one 1 hour for every 2 hours (was 1:4) of coverage, whether coverage is on call or on-site. For shifts that cover a portion of the holiday, the additional holiday accrual will be prorated.
- Increases in rates of pay for Post Dedicated After Hours System
    - Employees in Posted Dedicated After Hours Positions earn extra pay for additional After Hours shifts that are beyond their weekly posted After Hours shifts, at a rate of one (1) hour for two (2) shift hours.Employees who report to work will be paid for each hour of work. Employees working in Posted Dedicated After Hours Positions receive no additional compensation if required to come on-site. Shift differential provisions do not apply.
- Strengthening the language from " may" to " will" in the order of preparing a schedule for after-hours coverage in the Emergency Department

NEW SECTION - PHONE AND INTERNET REIMBURSEMENT

Remote workers will be eligible for reimbursement according to the Employer's *Internet Personal Phone Reimbursement for Remote Workers Guidance*

ARTICLE XIX - BEREAVEMENT

Two additional days, so there will now be 5 days of leave: 3 days paid/2 days (PTO) if the distance is less than 300 miles; if more than 300 miles, all 5 days are paid. Non-benefited employees can use CA-paid sick time.

ARTICLE XX - EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT

Educational Leave and Tuition Reimbursement remains $3000 annually

Increase from $750 to $1000 for the amount that can be submitted for travel expenses.

Article XXII HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES
"Benefits by Design" Flexible Benefits Program

- **Health Care Flexible Spending Account Carryover** — Effective January 01, 2028, eligible employees that participate in the Health Care Flexible Spending Account may carry over a limited amount of unused contributions made during the plan year into the next plan year in accordance with the plan's terms
- **New Hires** — The 90-day plan has been eliminated. New hires and their dependents are now eligible for "Benefits by Design" the first (1st) of the month following the date of hire. "Benefits by Design" includes medical, dental, life insurance and long-term disability coverage. Dental benefits and Disability benefits are effective first (1st) of the month following three (3) months of employment.

Employer Funding

- **Mid-Level Vision Plan** — Flex credits provided by the Employer to fund benefits covered under the KFHP Mid-Level Plan option (with Supplemental Medical) now include the Mid-Level Vision Plan in addition to the Basic Dental Plan.
- **Dental Plan** — Annual maximum for participants increased from $1500 to $2,000 effective January 1, 2028.

Article XXIV HEALTH AND WELFARE BENEFITS FOR RETIREES

Retiree Medical Program "Medical Premium Subsidy" Rules of Application
(Category 1 employees only) A Category 1 employee is an active employee who was hired before January 1, 2017, and who is age fifty-five (55) or older with fifteen (15) or more years of service upon termination.

- **Denial of Services Letter** — No longer required, effective January 1, 2028. Alternate Mental Health Coverage under the Supplemental Medical Plan shall allow a retiree, a retiree's covered spouse, and any covered dependents to receive coverage without the requirement to obtain a "denial of services" letter.
- **Medical Premium Subsidy** — Effective 1/1/2026, the Medical Premium Subsidy can be applied within a region to any available KPSA plan in the KP Retiree Medical Program.

Retiree Medical Health Reimbursement Account ("HRA") For Category 1 and 2 Employees
Category 2 employee is an active employee hired on or after January 1, 2017 who is age fifty-

five (55) years or older with twenty (20) or more years of service upon termination

- HRA increased from $2000 to $2500 for Category 1 and Category 2 employees who retire on or after January 1, 2026.
- HRA increased from $10,000 to $15,00 for Category 1 and Category 2 employees who retire on or after January 1, 2026 when the retiree reaches age eighty five (85).

Employer Allocation to Retiree Medical Health Reimbursement Account ("HRA") For Disabled Employees

- Increase in Retiree Medical HRA from $15,000 or $2,000 per year of service to $37,500 or $2500 per year of service for Category 3 disabled employee who retires on or after January 1, 2026
- HRA increased from $10,000 to $15,000 for Category 3 employees who retire on or after January 1, 2026 when the retiree reaches age eighty-five (85).

STUDENT LOAN REPAYMENT

- Added language requiring payments to be made in April of the subsequent year to limit frequent delays.
- Maintain current contract language on repayment for qualified loans for educational expenses incurred in Mental/Behavioral Health Professions in the following amounts:
    - Accredited Bachelor's or Master's level programs – Up to $2,500 per calendar year with a $10,000 lifetime total.
    - Accredited Doctorate-level programs – Up to $5,000 per calendar year with a $20,000 lifetime total.

Summary of Tentative Agreements related to Model of Care, Staffing, Access and Workload

ARTICLE VII - MANAGEMENT RIGHTS

Expanded the definition of management rights to include the management of clinical programs; however, management agreed that it does not have sole discretion over clinical programs or any facet of the Model of Care.

ARTICLE XIV – ASSOCIATES

- Changed "*Assistants"* to *"Associates."*
- Increase time period from 2.5 years to 3 years to complete state licensure.

ARTICLE XXVIII JOB DUTIES AND WORKLOAD DISTRIBUTION

Indirect Patient Care Time (IPC) — Maintain current contract language and protections.

Ratio 1:5 New to Return Appointments

Maintaining current contract language with the following additions:

- The department of Virtual Behavioral Health is included under the Provider Profile section of the contract.
- An unbooked Return appointment two business days in advance of the appointment may be converted into a New or Secondary appointment by facility department management, provided that an individual therapy provider shall have no more than one unbooked return appointment converted per week. No part-time employee providing individual therapy shall have a ratio of less than 4 return appointments to one new appointment over a 4-week calendar period due to the conversion of unbooked return appointments.

LETTER OF AGREEMENT - LIMITED TERM PROTECTION FROM LAYOFFS

Kaiser agrees to a layoff prohibition (Complete protection from layoffs) through September 29, 2029 – the second-to-last day of the contract.

New Article (TBD) RIGHT TO DETERMINE MODEL OF CARE AND OUTSIDE REFERRAL OF CASES

When the Employer is considering changes to the Model of Care, they will meet with a union-appointed clinician advisory group within 60 days to discuss the changes. The clinician advisory group will give input and advice on impacts, timing, and implementation. The first meeting will be within 30 days of notification, and a second meeting 30 days after the first meeting.

The Employer may determine or modify the behavioral health operating and clinical models of care. This includes the right to use and implement new technologies, including Artificial Intelligence ("AI") technologies, and to determine and maintain an external provider network sufficient to ensure legal and regulatory compliance and to meet the current and future needs and expectations of patients. The Employer may also refer patients to outside providers when, within its judgment: (A) appointments are not available within time frames required by law and regulatory standards; or (B) doing so will improve member access, continuity of care, improve patient care, or meet member expectations about their care.

Should the Employer decide to proceed with changes to the Model of Care, the Union will be notified in writing of its decision, and the parties will engage in effects bargaining as follows:

Bargaining over any effects of the decision other than layoffs shall proceed as follows:

- After receipt of the Employer's notice, the Union will have 14 days to make Requests for Information RFI(s), pertaining to anticipated changes to wages, hours, or working conditions.
- A maximum number of 6 bargaining meetings will be held within 60 calendar days after receipt of management's responses to the RFI(s), unless the parties agree otherwise in writing. Once the parties have exhausted this effects-bargaining obligation, there will be no further obligation to bargain.

If the Model of Care Changes results in layoffs (after the layoff prohibition has expired in September of 2029) the Union waives the right to bargain over the effects. Instead, the following shall apply:

- 60 days of advance notice of layoffs.
- During the advance layoff period, affected employees will have preferential treatment over outside applicants to apply for open bargaining unit positions within their licensure. If they do not meet the minimum qualifications or experience requirements for the position, they will be trained to perform the work, and the experience requirement will be waived if training is reasonably possible and is completed successfully within a reasonable time period.
- Seniority, by facility and by classification, shall be the deciding factor should a layoff or reduction in hours become necessary. Layoffs will be in reverse seniority.
- Severance:
    - 3 months' continuation of pay and medical and dental benefits for affected employees with less than 20 years of service
    - 4 months' continuation of pay and medical and dental benefits for affected employees with 20 or more years of service
    - The severance terms above are applicable for any other layoffs during the term of this agreement.

Summary of Other Tentative Agreements

ARTICLE VII NON-DISCRIMINATION

Now includes *GENDER EXPRESSION, REPRODUCTIVE HEALTH DECISION MAKING, GENETIC INFORMATION, MILITARY* all of which are new protected classes under California law.

ARTICLE IX SENIORITY - NEW Section 3 – Seniority, Office Space

If Behavioral Health office space becomes available, the employer will consider the preference of on-site and flexible employees by seniority, subject to efficient operations. The Chief or designee shall make the final decision. This paragraph is not subject to the Grievance process.

ARTICLE X – POSTING AND FILLING POSITIONS

Changes include

- **Section 1 Job Postings** — New language on job postings
  To expedite the administration of this Article, covered position vacancies shall be posted regionwide for ten (10) days and simultaneously be posted externally. If the position is not filled internally during that time, the Employer may consider external candidates.

- **Section 2 Filling Vacancies** — Hiring internal candidates is an important factor in filling vacancies.
- **Section 4 Release of successful bidders** — Reduced the time of release from 60 days to 45 days.

ARTICLE XII PROBATIONARY EMPLOYEES

Additional language for short hour, per diem, and temporary employees defining the period as 600 hours or 6 mos whichever occurs later.

Article XXXIII - GRIEVANCE AND ARBITRATION PROCEDURE

Change in Section 2 - Steps of the Grievance and Arbitration Procedure

Grievances covering employees at 4 or more facilities may be introduced directly to Step 2 of the grievance procedure.

Article XXXIV – SAFETY

Changes include the Employer providing employees with the following:

- An escort to parking areas upon request.
- Access to the Employer's Violence in the workplace policy, the local facility safety plan, and the policy and procedure for addressing patients who pose a threat to the physical and/or psychological well-being of a provider.