

IBHS Proposal Side-by-Side: February 10, 2026

PATIENT CARE AND WORKLOAD ISSUES

Issue	Union Position	Management Position	Analysis
Article XXVIII Job Duties and Workload Distribution	For department of Psychiatry: maintains current formula for protected IPC time, but adds VBH and ADAPT to coverage; provides for 90-minute appointments for child/family intakes and for patients requiring language assistance; adds guaranteed case consultation time; allows for a flexible new-to-return ratio, based on ensuring an individual provider has an adequate supply of return appointments to guarantee timely access, while maintaining a minimum ratio of 1:5; maintains provider flexibility to decide when IPC time is in their schedules (including start or end of day); prohibits management from booking new appointments into return slots. For AMRS: provides a minimum of 25% of scheduled hours be IPC and/or CMT that management cannot book into; allows for 90-minute intake appointments for teens. For IOP providers and case managers, provides a minimum of 30% of scheduled hours be IPC and/or CMT that management cannot book into. For all departments, adds a provision to ensure timely and appropriate care to meet the needs of patients will be the foremost consideration in making any care or treatment decisions.	Removes language that prohibits them from booking into IPC time; eliminates the 1:5 new:return ratio; removes group charting/prep time; removes protection restricting subcontracting if it would result in lay-off; removes provider's choice on using FTKA time for direct or indirect patient care; places required training and case consultation meetings into allotted IPC time; allows management to book new appointments (no longer just one-time assessments) into rapid return ("Q") slots	Kaiser is introducing proposals to totally dismantle the gains we won after a ten week strike in 2022. KP's first of three Big Bad proposals would effectively eliminate IPC time and allow managers to fill psychiatry department schedules with 7 to 8 patients per day. Our proposal maintains what we won last time and adds language to ensure providers have some control over their schedules. Our proposal includes broad language to ensure that ALL employees have adequate time in their schedules to complete their job during scheduled hours. Our proposal also codifies protected IPC and CMT time for AMRS, IOP and Case Managers, as KP has been replacing this time with scheduled appointments. Additionally, KP's second Big Bad proposal would eliminate new to return ratios with no guard rails and could result in providers being overwhelmed with intakes, with patients waiting months for return treatment appointments. Our counter-proposal would ensure that there is a proper balance between new and return appointments to ensure timely access standards are met.
Article XI Reduction in Force	Maintaining language that does not allow Employer to lay-off employees as a result of contracting, but adding severance language in the event of lay-off allowing for 3 to 7 months of salary and benefit continuation, based on years of service.	(*KP's new "Right to Determine Model of Care and Outside Referral of Cases" is summarized here as it is in large part a vehicle for replacing IBHS employees with subcontracted employees). Gives the Employer sole discretion to "determine or modify the behavioral health operating and clinical models of care," including the ability to subcontract services even if it results in the lay-off of bargaining unit members. Adds a provision for severance package for those targeted for lay-off, of 3 months salary and benefit continuation for those with less than 20 years of service and 4 months for those with 20 years or more.	The third and last KP Big Bad proposals is the most onerous, as it would give free reign to KP to eliminate entire departments or shift our work more and more to unlicensed staff or even AI. They could make these changes even if they result in massive lay-offs. Currently they have to bargain with the Union before making any substantial change to wages, hours or working conditions and the contract prohibits subcontracting work to the extent it would result in lay-offs. KP has made it clear they don't want to bargain with us before making changes and they don't even want our input. They resent that we challenged their removal of triage work to unlicensed TSR's and have a pending arbitration as well as NLRB Unfair Labor Practice charges and DMHC complaints about this decision.
Article VII Management Rights	Current contract language	Add phrase to explicitly give management the right to manage "clinical programs"	Employer proposal tied to their "Model of Care" proposal is vague and potentially interferes with provider autonomy to make clinical decisions.
NEW: New Technology	A.I. used to assist therapists, not replace	Allow KP flexibility to replace therapists with A.I.	KP agreed to our language in SoCal.
LOU: Telecommuting	Adding language to ensure those hired for fully remote positions will be able to continue to work remotely	Reject	Addresses concern that KP may eliminate VBH positions currently held by some who live over 100 miles from any KP facility

COMPENSATION - ARTICLE XVII: WAGES

Section 3: Across the Board Wage Increases	10% retroactive to 10/1/25, 7% 10/1/26, 6% 10/1/27 (3 year contract)	5% effective after ratification of contract (no retro); 4.5% 10/1/26; 4% 10/1/27, 4% 10/1/28 (4 year contract)	Union proposal takes into account that 2021-2024 wage increases were far below what Kaiser subsequently offered Coalition unions after our settlement; KP's proposal is 4% below what they are currently offering a minimum to Alliance unions
Section 4: Incentive Plans	Employer can still decide on metrics but have to have mutual agreement on goals	Current contract language - Employer determines both metrics and goals	Over the past two contract cycles, KP has set target goals that are unachievable. We should have more say so goals are reasonable, not impossible. In SoCal, both metrics and goals are mutually agreed.
Section 6: Shift Differential	Increase from \$3/hour to \$4/hour	Reject	Our SoCal counterparts receive \$4.50/hour

COMPENSATION

Issue	Union Position	Management Position	Analysis
Section 7: After Hours Coverage	Eliminate involuntary call in the ED by 1/1/27; incentivize dedicated team with full pay for covering ED after hours and on weekends	Reject	Several locations have not minimized the use of involuntary call, as called for in expired contract. Forcing psych department clinicians to cover ED after hours is not good clinical practice and not ideal for patients. More equitable pay is necessary to attract and retain dedicated staff.
Section 9: Longevity Steps	Add 20- and 25-year longevity steps, each 2% higher than previous step	Reject	Kaiser agreed to add these steps in SoCal
Section 14: Bilingual Pay	Increase from \$1.50/hour to \$3/hour	Reject	KP has difficulty recruiting and retaining bilingual providers.
New Section: Licensure Fees	Employer to reimburse for licensure and renewal fees	Reject	KP does this for partnership unions, through education trust funds that KP helps finance.

BENEFITS

Article XXII Health & Welfare Benefits For Active Employees	Increase annual dental coverage and lifetime orthodontia coverage from \$1,500 to \$2,000; provide an alternative to Delta Dental.	Increase annual dental coverage to \$2,000, but no change to orthodontia benefit	CNA has the higher orthodontia benefit.
Article XXIII Paid Time Off Program	Add floating holiday and increase ESL accruals from 6 days per year to 9 days per year and have access to ESL after 3 days, instead of 7.	Reject	Several other unions have float; ESL proposed is what our SoCal counterparts have
Article XXV Retirement Plans	Allow for payments on student loan debt to be counted as a "contribution" to 401(k) for purpose of employer match.	Reject	This is allowed by Internal Revenue Code to assist those with high student debt who may not have the resources to contribute to a 401(k). Only minor administrative costs for the employer.

UNION RIGHTS/OTHER

Article XXVI Union Representation	Increase number of stewards paid for attending bi-monthly steward council from 32 to 48	Would agree to 48 paid spots, but conditioned on limiting the number of stewards released to attend steward council to 3 per medical center	Union's proposal matches SoCal contract.
Article IX Seniority	Allows for employees who leave and return within two years to maintain former benefit accrual levels and pay rate	Reject	Managers and most other unions, including our SoCal unit, have this benefit. IBHS had it until 2018.
Article X Posting and Filling Positions	Jobs awarded by seniority, with employer having flexibility to choose from among top three candidates; internal candidates before external candidates	Management retains its ability to decide who is the "most qualified candidate" and seniority is only one of 14 factors it may consider; management wants to eliminate provisions that it must at least interview candidates from the site first, followed by the facility second.	All other union contract have seniority as a major determining factor in the awarding of positions. Seniority is an objective criteria that prevents the boss from playing favorites. Our proposal gives more weight to seniority while still allowing management discretion.
Article XXIX Corrective Action Procedure	Remove Catch-22 language that requires employee to sign last chance agreement or be terminated	Reject	No other union contract has this language
Article XXXII Disputes	Current contract language	Employer wants to eliminate union's ability to sympathy strike	Other NorCal unions still have ability to Sympathy strike; KP wants to limit ability of unions to join forces
Article XXXVII Duration of Agreement	3 years	4 years	Where we land depends on what is in final offer.

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