



**National Union of Healthcare  
Workers**

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**Collective Bargaining Agreement**  
**with**  
**Cottonwood Post-Acute Rehab**

**January 1, 2014 – December 31, 2015**



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## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between Cottonwood Post-Acute Rehab, hereinafter called "the Employer," "Facility," and "Company" and the National Union of Healthcare Workers (NUHW), hereinafter called "the Union."

### **PREAMBLE**

The parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operations of the Facility. This Agreement is for the purpose of establishing such harmonious and constructive relationship between the parties that such results will be possible.

The Employer and the Union agree that employees and managers shall treat each other with dignity, respect, courtesy and trust.

The Union and the Employer agree with the objectives of achieving the highest level of employee performance and production consistent with the safety and good health of the patients. The parties hereto recognize that there are regulations set forth by the Federal Government and California Department of Public Health Services and both the Union and the Employer will use their best efforts to ensure compliance and to effectuate these objectives.

### **SECTION 1 -- UNION RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement, which covers all classifications as set forth in the attached Appendix "A," as certified by the National Labor Relations Board covering the following classifications of employees: All Housekeeping, Maintenance, Laundry, Dietary, Janitor, Nursing Assistant, Certified Nurses Assistant, Restorative Aide, Cook, Relief/Prep Cook, and Licensed Vocational Nurse.

### **SECTION 2 -- MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the right to manage the Facility and direct the workforce. This includes, but is not limited to, the right to hire, transfer, assign, rotate, create and abolish jobs, promote, reclassify, lay off, set staffing patterns consistent with good patient care, as the state and/or federal regulations require, discipline and discharge employees, limited only the express terms set forth herein.

### **SECTION 3 -- UNION MEMBERSHIP**

All employees subject to this Agreement shall be required, as a condition of employment, to maintain their membership in the Union in good standing.

For purposes of this Agreement, tender of initiation fees and tender thereafter of the regular monthly Union dues uniformly required as a condition of retaining membership shall constitute membership in good standing.

Any person thereafter employed who is not a member of the Union shall make application to join the Union within thirty-one (31) days from the date of employment. At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by this Agreement and quoting or paraphrasing the provisions of this Section of the Agreement. Not later than the tenth (10<sup>th</sup>) of the following month, the Employer shall supply the Union with the names, addresses and classifications of work of new employees and the names of employees terminated. The Employer and the Union shall maintain standard forms and routines for the handling and processing of such notices of employees to the Union.

Not later than fifteen (15) calendar days following written notification to the Employer from the Union that an employee has failed to maintain membership in the Union in good standing, the Employer will terminate the employee. It is the Union's responsibility to notify such employee in writing with a copy to the Employer of his/her obligation under the provisions of this Section and of the intentions of the Union.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action that shall be taken by the Employer in complying specifically with the provisions of the forgoing paragraph of this Section.

#### **SECTION 4 -- VOLUNTARY WRITTEN ASSIGNMENT OF WAGES**

During the term of the Agreement and subject to applicable state law, the Employer will honor written assignments of wages to the Union for payment of the Union initiation fees and dues, provided such assignments are submitted in a form agreed to by the Employer and the Union.

The Employer will promptly remit the monies deducted pursuant to such assignment with a written statement of the names of employees for whom deductions were made, including employee information as agreed, and provide a list of employees terminated listing date of termination.

Normally, the deduction of such assigned wages for current union membership fees will be made bimonthly from the payroll. However, the Union and the Employer may make other arrangements by mutual consent.

The Union will indemnify and hold harmless the Employer against any suit, claim, or demand of liability or obligation which may be made by any person or entity by reason of deduction of Union membership fees, including any action taken or not taken for the purpose of complying with any provision of this Section and including the cost of defending against any such claim, suit, demand of liability, or obligation. The Union will have no monetary claim against the Employer by reason of failure to perform under this Section.

#### **SECTION 5 -- DISCIPLINE AND DISCHARGE**

**Just Cause.** No employee who has successfully completed the probationary period will be disciplined or discharged without just cause consistent with the principles of progressive discipline, if appropriate. All cases of discipline or discharge, after successful completion of the probationary period, will be subject to the grievance and arbitration procedures of this Agreement.

**Inspection of Personnel File.** Employees may inspect their personnel file and obtain copies of documents contained in the personnel file in accordance with California's Labor Code and the procedures described in the Employer's Employee Handbook. To review his/her personnel file, the employee must give reasonable, advance notice to his/her supervisor or the Administrator. An Employer representative may be present when the employee inspects his/her file. The employee may obtain copies of any signed documents and the employee may submit a rebuttal to any disputed item in the file.

**Expiration of Discipline.** In reviewing an employee's personnel file for purposes of discipline, disciplinary entries (that did not involve falsification of documents, theft, the disclosure of protected health information, unlawful harassment or patient/elder abuse) older than one (1) year from the date of the event giving rise to the discipline will not be considered. If an employee has a disciplinary record during the years before the one (1) year period, the Union will not present evidence or argument to an Arbitrator concerning the quality of the employee's length of service.

**Rules of Employee Conduct and Work Rules.** Unless inconsistent with this Agreement, employees are expected to comply with the Employer's "Rules of Employee Conduct and Work Rules." Employee discipline or terminations for violations of expressly enumerated "Work Rules," state or federal laws protecting patients' rights or privacy may be reviewed by an arbitrator to determine if a violation has occurred and the Arbitrator will give due regard to the Employer's judgment concerning the appropriate level of disciplinary action.

**Compliance Program.** Employees and the Employer have a responsibility to abide by all state and federal regulations and to report any actual or potential violations in the manner prescribed by the Employer's "Compliance Program." All reports to the "Compliance Program" should be directed to the Administrator, the Director of Nursing or to the Service Center Compliance Hotline and all such reports will be handled in a confidential manner. The Service Center Compliance Hotline can be reached by telephone at 1-888-505-0277 or, in writing, at 32836 Pacific Coast Highway, Suite 203, Dana Point, CA 92629.

**Drug and Alcohol Free Workplace.** The Employer's facility is a drug and alcohol free workplace. Any unlawful manufacture, distribution, dispensing, possession, sale, or use of illegal drugs on company time, premises or in company vehicles is a violation of the Employer's policy which may result in disciplinary action up to including immediate termination.

**Employer's Electronic Assets.** Computers, computer files, the email system, and software furnished to employees are the property of the Employer. All internet usage is limited to job related activities. Personal use of the internet using company property is not permitted. Private information should not be stored on the Employer's electronic communication systems. All computers and electronic communications systems may be monitored and accessed by the Employer at any time.

## SECTION 6 -- DEFINITION OF EMPLOYEES

**Temporary Employee.** A temporary employee is an employee who is hired, either part-time or full-time, for a limited period, which shall not extend beyond ninety (90) days. In the event a temporary employee's employment extends beyond ninety (90) days, such employee becomes a regular employee, and his/her qualifying date, for purposes of eligibility for pay raises, vacation, and sick leave, starts with his/her date of initial employment.

**Regular Employee.** A regular employee may be either full-time or part-time, provided such regular employee has worked on a predetermined schedule of twenty (20) or more hours per week and has completed ninety (90) calendar days of service with the Employer. A regular employee who works a predetermined schedule of thirty-seven and one-half (37½) or more hours per week shall receive full holiday, vacation, bereavement leave and jury duty benefits. All regular part-time employees will have fringe benefits prorated.

For the purposes of Health and Welfare and Sick Leave only, a regular employee shall be defined as an employee who is either full-time or part-time, provided such employee has worked on a predetermined schedule of twenty (20) or more hours per week.

**Probationary Employee.** Each new hire shall be considered a probationary employee for the first ninety (90) calendar days of employment. Employees will receive an evaluation within ninety (90) days of hire, but failure of the Employer to evaluate the employee will not be grievable. The employee, when and if initially evaluated verbally rather than in writing, shall have the right to request the presence of a union representative.

## SECTION 7 -- UNION REPRESENTATIVES AND SHOP STEWARDS

**Union Visitation.** A qualified representative of the Union shall be allowed to visit the premises of the Employer, after giving notice to the Administrator, or in his/her absence, the Director of Nursing, or the Supervisor in charge, for the purpose of ascertaining whether this Agreement is being observed. The method and number of the visitations shall be exercised reasonably.

**Non-Interference with Work and Appointments with Management.** The Union representative shall report to the Administrator, or his/her designee, when entering the Facility, and such representative shall not interfere with the normal conduct of work. Communications with an employee may take place during the employee's rest period, lunch period, or off duty time. In the event that the Administrator or department manager is needed, the Union will make an appointment in advance, which shall be scheduled within a reasonable time following such notice.

**Number and Function of Stewards.** The Union may be represented by not more than three (3) Shop Stewards. Stewards shall be selected in such a manner as the Union may determine, and the Employer shall be notified, in writing, as to the identity of said Stewards by the Union. The function of the Steward shall be to assist employees in settling problems arising in connection with the provisions of this Agreement as set forth in the grievance procedure. Stewards shall perform their function during their non-working hours, unless

the Employer requires a Steward's presence at a meeting during such Steward's regular shift for the purpose of conducting union business of mutual interest. Nothing herein shall prohibit the Employer from discharging or suspending an employee for cause when the Steward or union representative is unavailable through no fault of the Employer.

**New Hire Orientation.** A Shop Steward shall be allowed the opportunity to make a short presentation in an approximately ten to fifteen (10 -15) minute period during the initial days of orientation of new bargaining unit employees during the employees' breaks and lunch in order to distribute Union literature, introduce the Union, its function and responsibility at the Facility.

## **SECTION 8 -- WAGES**

**Appendix "A".** Appendix "A" which sets forth the job classifications, minimum hourly rates of pay, effective dates and other provisions, is incorporated herein as if set forth in full.

**No Reduction In Pay.** No employee shall suffer a reduction in his/her current wage rate through the adoption of the wage schedule contained herein.

**Job Descriptions.** The Employer will maintain job descriptions for each classification listed in Appendix "A." Upon request of an employee, copies of his/her job description will be made available.

**Sick Leave, Vacation and Holiday Accruals.** Up to date information on the amount of accrued vacation days will be indicated on employee payroll checks. Information on accrued sick leave will be available upon employee request. Such information will be up to date through the last pay period. Such information shall be available within one business day of the request.

**Shift Differential.** The PM/NOC shift shall be defined as all shifts beginning at 2:00PM or later (until Midnight). A thirty cents (\$0.30) per hour shift differential shall be applied to all bargaining unit employees for each PM and NOC shift.

**On Call Employee.** An On Call employee is one who works on an intermittent basis (fewer than thirty-two [32] hours per week) and who is not eligible for benefits.

**Pay-In-Lieu-of-Benefits Differential.** An employee who works thirty-two (32) hours or more per week but has declined benefits will receive one dollar (\$1.00) per hour in lieu of benefits.

## **SECTION 9 -- HOURS OF WORK**

**Workday.** A workday is a consecutive twenty-four (24) hour period commencing at 12:01AM and ending at 12:00 midnight.

**Workweek.** A workweek is a regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The regular workweek commences on Sunday at 12:01AM and ends at 12:00 midnight on Saturday.



**Straight-time and Overtime.** A straight-time day's work shall consist of eight (8) hours and the straight-time workweek (any seven [7] calendar day period) shall not be more than forty (40) hours, five (5) days per week. If an employee is required to work in excess of the straight-time workday or workweek, he/she shall be paid at the overtime rate of time and one-half (1½). An employee required to work more than ten (10) hours in a twenty-four hour period followed by a day off will be paid at the applicable overtime rate for hours worked in excess of eight (8) hours. In no event will an employee be regularly scheduled to work more than six (6) consecutive days. An employee shall receive pay at the rate of time and one-half (1½) for all hours worked in excess of forty (40) hours per workweek, or eight (8) hours per day. If an employee is required to work seven (7) consecutive days within the workweek, the employee shall be paid at the rate of double (2) the straight-time rate for the seventh (7<sup>th</sup>) day. Employees who work in excess of twelve (12) consecutive hours on a regular workday shall be compensated for all such hours at the rate of double (2) their regular straight time hourly rate.

**Reporting Pay.** An employee who reports to work and, through no fault of his/her own, is released from duty prior to working more than four (4) hours, shall be guaranteed four (4) hours' pay.

An employee who works more than four (4) hours of his/her scheduled eight (8) hour shift, but fewer than the scheduled eight (8) hours, and through no fault of his/her own, is released from duty prior to completion of the eight (8) hour shift, shall be guaranteed eight (8) hours of pay.

**Breaks.** Each employee shall be allowed a fifteen (15) minute rest period for each four (4) hours of work or major fraction thereof.

**Meal Periods.** Employees working in excess of five (5) hours in a workday are authorized and permitted to take a thirty (30) minute unpaid meal period. The meal period must begin not later than four (4) hours and fifty-nine (59) minutes into the shift. If six (6) hours complete the shift, the employee may, with consent of the Employer, waive the meal period. Employees working in excess of the ten (10) hours in a workday are authorized and permitted to take a second meal period unless properly waived.

**Days Off.** An employee will be given two (2) consecutive days off, except that days off may be split by mutual consent of the employee and the Facility.

**Posting and Changing of Work Schedules.** Work schedules of regular employees shall be posted at least thirty (30) days in advance. An employee's posted work schedule will not be changed except by mutual agreement. Full-time employees who work on a scheduled day off shall not have their schedule changed for the sole purpose of avoiding the payment of overtime.

Employees hired for full-time eight (8) hour days shall not have their workday reduced, except by mutual agreement between the Facility and the employee. This Agreement shall be reduced to writing and a copy shall be furnished to the Union. This Section shall not preclude the hiring of employees for part-time work.

No employee shall be required to work on his/her regularly scheduled days off.

**Accurately Recording Work Time.** Accurately recording work time is the responsibility of every employee. Employees must record the time they begin and end work and the beginning and end of meal periods. Employees are not to clock in more than seven (7) minutes prior to the start of the shift. It is never acceptable for an employee to work off the clock or for a supervisor to ask an employee work off the clock. Any instance of “off the clock” work must be immediately reported to the Administrator or to the Service Center Compliance Hotline at 888-505-0277.

## SECTION 10 -- PAYDAYS

**Paydays.** Paychecks are distributed to the day shift and PM shift employees at 10:00AM on the 10<sup>th</sup> and 25<sup>th</sup>.

**Payroll Errors.** If a payroll error occurs, proven to be caused by the Employer, in excess of ten (10) dollars (\$10.00), the Employer will exercise its best efforts to issue an adjustment check the next day after notification is given to management of the payroll error. In the event the employee fails to receive an adjustment check within two (2) business days from the date of the notification, the Employer will pay an additional day's pay per day for each day that the check is not received after the initial two (2) business days.

**Payroll Check Returned Due to Insufficient Funds.** If a payroll check is returned due to insufficient funds, the Employer will pay to the employee all charges due for all returned checks.

**Scheduling for Bargaining Team Members.** Bargaining team members will not be compensated for bargaining time, although the Employer will make every effort to assist in scheduling the bargaining unit members to make up for the time lost while at bargaining sessions.

## SECTION 11 -- VACATIONS

**Vacation Accrual Rates.** Regular employees shall be granted one (1) week's vacation (five [5] working days) at the end of the first (1<sup>st</sup>) full year of employment; two (2) weeks' vacation (ten [10] working days) annually after two (2) consecutive years of employment; three (3) weeks' vacation (fifteen [15] working days) annually after five (5) consecutive years of employment; and four (4) weeks' vacation (twenty [20] working days) annually after ten (10) consecutive years of employment.

**Vacation Checks Availability.** All vacation checks will be made available on the payday immediately preceding the vacation upon request of the employee, and said vacation payment may be by separate check.

**Timeline for Submission of Vacation Requests.** Employees shall submit their requests for vacation by March 1 of each year and the Facility shall grant said requests, subject to the Facility's operating requirements, and must be taken within twelve (12) months of the employee's anniversary date. Vacations are not cumulative and will be scheduled by the Facility's management. Vacation preference between employees in the same classification shall be based upon seniority when the employee's request is made by March 1, subject to

the Facility's operating requirements. The Employer shall give employees written verification of such request's acceptance or denial within two (2) weeks.

## SECTION 12 -- HOLIDAYS

**Recognized Holidays.** The following holidays shall be recognized as paid holidays for regular full-time employees and regular par-time employees. Regular part-time employees will receive holiday pay on a prorated basis.

Labor Day	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day
New Year's Day	Memorial Day
Martin Luther King, Jr.'s Birthday	César Chávez's Birthday

All holidays will be the day as recognized nationally. In order to qualify for holiday pay, a regular full-time employee and regular part-time employee must not be in probationary status and must have worked his/her scheduled workday before and following the holiday. Holidays shall be considered as time worked for the purpose of health and welfare and dental care eligibility.

Additionally, a regular full-time employee and regular part-time employee not on probationary status actually working on a day recognized nationally as a holiday shall receive holiday pay with a previously authorized absence on his/her regularly scheduled workday prior to or following the holiday.

## SECTION 13 -- HEALTH AND WELFARE

**Eligibility.** All employees shall be eligible for receipt of medical and dental benefits in the first (1<sup>st</sup>) month following completion of ninety (90) days' employment.

**Information.** The Employer shall provide as complete information as possible regarding all available medical and dental options. Such information shall be distributed to each new employee within the thirty (30) days following his/her date of hire. All employees shall be provided this information thirty (30) days prior to the commencement of the open enrollment period.

**Plan Options.** The following plan options shall be made available to employees:

1. Western Health Advantage -- Medical
2. Kaiser Plan -- Medical
3. CIGNA HDHP -- Medical
4. CIGNA--Dental

**Employer Contributions.** The Employer has agreed to pay the employee's premium for the medical and dental as follows:

0-2 Years	50% of all employee premiums
3-4 Years	75% of all employee premiums
5 plus Years	100% of all employee premiums

No contribution for dependent coverage.

**Special Open Enrollment Period.** A special open enrollment period shall be mutually established by the parties for all per diem bargaining unit members who wish to change their status from per diem to benefited.

## **SECTION 14 -- SICK LEAVE**

**Eligibility, Rate of Accumulation, and Maximum Accumulation.** Each regular employee will be entitled to sick leave, with pay, based on length of employment upon completion of ninety (90) calendar days on the payroll. Employees shall accumulate sick leave at the rate of one (1) day a month. Unused sick leave may accumulate from year to year to a maximum of forty-six (46) workdays in one (1) calendar year.

**Beginning of Accrual and Sick Leave without Pay.** Sick leave will be accrued from the date of hire. Sick leave, without pay, may be taken during the first ninety (90) days of employment.

**One (1) Day Waiting Period and Exceptions.** There shall be a one (1) workday waiting period preceding each illness for which the employee shall receive no sick leave compensation, unless hospitalized. This one (1) day waiting period will be eliminated for all regular employees with one (1) year or more of continuous service.

**Doctor's Certificate.** The Employer may require reasonable proof of medical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certificate may be required of an employee after three (3) days for any absence due to illness and his/her ability to return to regular duties.

**Integration of Sick Leave with Workers' Compensation or Disability.** Payment of sick leave shall not affect and shall be supplementary to Disability payments or Workers' Compensation. An employee entitled to Disability or Workers' Compensation benefits shall receive, in addition thereto, such portion of his/her accumulated sick leave as will meet, but not exceed, the regular earnings of such employee.

**Sick Leave Cash Out.** Effective on the first (1<sup>st</sup>) day of the month following the date of the execution of this Agreement, each employee covered under the terms of this Agreement, who works all scheduled days in a ninety (90) day period, without exception, whether any absence is excused or not, (qualified exception: if the employee is entitled to and takes bereavement leave under this Agreement or equal time for tending to a family member as defined under bereavement leave in a situation of imminent death) shall be entitled to a repurchase or buyback of two (2) earned accumulated sick days for cash at the employee's then current hourly straight-time rate, exclusive of premiums. An absence during the

ninety (90) day period does not begin a new ninety (90) day period, rather all current employees, as of the first (1<sup>st</sup>) day of the month following the date of the execution of this Agreement, are measured by the same described ninety (90) day period. In the case of new employees (i.e., those hired after the effective date of this Agreement), the ninety (90) day period begins following the successful completion of the ninety (90) day period provided under **Beginning of Accrual and Sick Leave without Pay** above. A quarter shall be defined as follows: January 1 to March 31; April 1 to June 30; July 1 to September 30, and October 1 to December 31.

## **SECTION 15 -- BEREAVEMENT LEAVE**

Funeral leave of up to three (3) days shall be granted to employees who have completed sixty (60) days of service in cases of death in the employee's immediate family, which shall be defined to include spouse, mother, father, daughter, son, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, and significant other as previously designated in writing. The Employer may require proof of relationship and death. Payment of scheduled workdays, which would have been worked but for the funeral, shall be paid for the day of the funeral, the day before the funeral, and the day after funeral. An additional two (2) consecutive days for funeral leave without pay shall be granted to attend a funeral located two hundred (200) or more miles from the Facility in cases of death in the employee's immediate family as defined above.

## **SECTION 16 -- ANNUAL PHYSICAL EXAMS**

A physical examination, required and scheduled by the Facility, to be taken by an employee, including any required pre-employment physical, shall be paid for by the Facility or performed by a physician or nurse practitioner under contract with the Facility. No employee shall suffer a loss of pay by reason of taking the scheduled examination. Payment by the Facility will be made for tests, which are required by the Facility and indicated on a form provided by the Facility. The Employer shall give a fourteen (14) day notice for the required annual physical examination and the employee shall take the required examination during that period and provide evidence of such to the Employer. If the employee fails to go during the period designated, the Employer may refuse to permit an employee to return to work. Nothing herein precludes an employee from using the services of a personal physician, provided the service performed is done at the employee's expense. If the employee is scheduled off on the day of the physical he/she shall receive one (1) hour's pay.

## **SECTION 17 -- SENIORITY**

**Definition.** Seniority shall commence on an employee's most recent date of hire.

**Applicability.** Seniority (or length of service) will govern with respect to shift transfer, layoff, recall and reduction of hours.

**Promotions.** In the matter of promotions, merit and ability being equal, the principle of seniority shall govern. The Administrator shall evaluate the merit and ability of the candidates for promotion.

**Posting of Vacancies and Awarding of Jobs.** Job openings shall be posted for three (3) days. In the case of a regular full-time or regular part-time vacancy, regular employees shall be given preference in the following order by seniority, merit and ability being approximately equal, if they are available and qualified to perform the work and if they submit a written request to the Employer indicating a desire to be awarded such vacancy:

- a. Regular full-time and regular part-time employees in the same department.
- b. Regular full-time and regular part-time employees in a different department.

**Awarding Vacancies to On Call Employees and Outside Applicants.** In the event the Employer is unable to fill the vacancy with a regular employee, then the Employer will consider applications from on call employees and outside applicants, awarding the position first to on call applicants.

**Continuity of Seniority.** Regardless of prior ownership or management, seniority, as established for employees after acquisition of a Facility and based on their initial date of hire, will continue to be recognized by the Employer for all purposes, including benefit accrual and wages.

**Loss of Seniority.** Seniority shall be broken by discharge for cause, voluntary resignation, failure to return from a leave of absence of six (6) months or unemployment due to lay off for a six (6) month period.

## **SECTION 18 -- BULLETIN BOARD**

The Employer will provide a bulletin board in the employee lounge for the exclusive use by the Union. Upon submission by the Union to a designated representative of the Facility of an official Union notice containing no inflammatory comment, a steward may post such notice on the bulletin board space mentioned above.

## **SECTION 19 -- LEAVES OF ABSENCE**

### **Medical Leave Due to Non-Work Related Disability.**

- **Up to Six Months of Unpaid Leave for Non-Work Related Disability.** Employees with six (6) months or more of service shall be granted an unpaid leave of absence of up to six (6) months in cases of non-work related medical disability, subject to extension for good cause for specific time periods.
- **Medical Certification for Non-Work Related Disability.** Employees returning from leave shall provide medical certification indicating their ability to perform their regular duties.
- **Adjustment of Seniority for Non-Work Related Disability.** Employees on medical leave due to non-work related illness or injury shall accrue seniority for the first thirty (30) days of leave. Upon return to work, the employee's seniority will be adjusted by the length of the leave exceeding thirty (30) days.

- **Employer Paid Insurance Premiums for Non-Work Related Disability.** The Employer shall continue payment of the Employer's portion of the health and dental insurance premiums for up to three (3) months. If an employee with fewer than two (2) years of employment fails to return from a medical leave, he/she shall be responsible for repayment to the Employer of the premium contribution paid by the Employer during the leave.
- **Return from Leave for Non-Work Related Disability.** Employees returning from medical leave will be promptly reinstated to their regular positions, if open and available, and shall, at the earliest opportunity, be reinstated to their former shifts.
- **Use of Accrued Sick Leave and Vacation for Non-Work Related Disability.** Employees who have accrued sick leave or accrued vacation may use accrued sick leave and/or accrued vacation until the accrued benefits are exhausted, and take the remainder of the leave without pay.

#### **Medical Leave Due to Work Related Disability.**

- **Up to 1 Year of Unpaid Leave for Work Related Disability.** Employees unable to work due to a work related injury or illness shall be granted an unpaid leave of absence of up to one (1) year subject to extension for good cause for specific periods of time.
- **Medical Certification for Work Related Disability.** Employees returning from leave shall provide medical certification indicating their ability to perform their regular duties.
- **No Adjustment of Seniority for Work Related Disability.** Employees on medical leave due to work related illness or injury shall accrue seniority for the duration of the leave, and there shall be no adjustment of the seniority date.
- **Employer Paid Insurance Premiums for Work Related Disability.** The Employer shall continue payment of the Employer's portion of the health and dental insurance premiums for up to three (3) months. If an employee with fewer than two (2) years of employment fails to return from a medical leave, he/she shall be responsible for repayment to the Employer of the premium contributions paid by the Employer during the leave.
- **Return from Leave for Work Related Disability.** Employees returning from medical leave will be promptly reinstated to their regular positions, if open and available, and shall at the earliest opportunity, be reinstated to their former shifts.
- **Use of Accrued Sick Leave and Vacation for Work Related Disability.** Employees who have accrued sick leave or accrued vacation may use accrued sick leave and/or accrued vacation until the accrued benefits are exhausted, and take the remainder of the leave without pay.

## **Family Medical Leave Act (FMLA).**

- **Up to Twelve Weeks in a Twelve Month Period for FMLA Leave.** In addition to leaves as described above, the provisions of the Family Medical leave Act (FMLA) will also apply. Under the FMLA, employees are entitled to take leave of up to twelve (12) weeks in a twelve (12) month period for:
  - a. **Serious Health Condition of the Employee (FMLA).** The Employee's own serious health condition that makes the employee unable to perform one (1) or more of the essential functions of his/her position; or
  - b. **Serious Medical Condition of Immediate Family (FMLA).** The physical or psychological care for a serious medical condition of an immediate family member (spouse, child, or parent) of the employee; or
  - c. **Birth/Adoption/Foster Care (FMLA).** The birth and care of a newborn child or the placement of a child with the employee or adoption or foster care. (Leave for this reason must be taken within the twelve [12] month period following the child's birth or placement.)
- **Service Requirement for FMLA Leave.** To be eligible for FMLA leave, employees must have worked for the Company for twelve (12) months, fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks, need not have been consecutive, but the employee must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave.
- **Medical Certification for FMLA Leave.** For leaves taken because of the employee's or a covered family member's serious health condition, the employee must provide the Employer a completed "Medical Certification" form by a qualified health care provider. Failure to provide the required certification in a timely manner may result in the denial of the leave until such certification is provided.
- **Requirements of Certification for the Employee for FMLA Leave.** Where the leave is requested because of the employee's own serious health condition, the certification should include:
  - a. The date the serious health condition commenced;
  - b. The probable duration of the serious health condition; and
  - c. A statement that, because of the serious health condition, the employee is unable to perform the essential functions of his/her job.
- **Requirements of Certification for the Immediate Family for FMLA Leave.** The medical certification for covered family members' serious health conditions must include:
  - a. The date on which the serious health condition or serious injury or illness commenced;
  - b. The probable duration of the condition or injury or illness;
  - c. The health care provider's estimate of the amount of time needed for the care of the family member's health care condition, serious injury or illness;



- d. The health care provider's assurance that the health care condition, injury or illness warrants the participation of the employee to provide family care; and
  - e. In the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.
- **Second and Third Opinions for FMLA Leave.** The Employer may request a second opinion if it has reason to doubt the initial certification. The Employer will pay for the employee to obtain a certification from a second doctor of the Facility's choosing. If it becomes necessary to resolve a conflict between the original certification and the second opinion, the employee and the Employer will mutually select a third health care provider, and the Employer will pay for the opinion. The third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.
  - **Use of Sick Leave and Vacation During an FMLA Leave.** Paid sick leave may be substituted for unpaid FMLA leave if the reason for the FMLA leave is covered by sick leave. Employees taking leave because of their own serious health conditions or the serious health condition of a family member may also use all paid vacation prior to being placed on unpaid leave. Employees taking leave for the adoption or foster care of a child may use all paid vacation prior to being placed on unpaid leave.
  - **Employer's Portion of Health Care Premiums During FMLA Leave.** While employees are on leave under the FMLA, the Employer will continue to pay its portion of health insurance premiums during the leave period at the same level and under the same conditions as if the employee had continued to work. While on FMLA leave, the employee is required to pay his/her portion of health and dental insurance premiums. This must be sent to the Employer by the beginning of each month. Failure to do so will terminate insurance coverage, and health and dental insurance coverage will be offered through COBRA.
  - **Return From FMLA Leave.** Upon return from FMLA leave, an employee will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms.

### **Personal Leave.**

Employees with six (6) months or more of service may be granted an unpaid personal leave of absence of no more than sixty (60) days. Leave requests and approvals shall be in writing.

### **Time off for Voting.**

An employee who is unable to vote during non-working hours will be granted up to two (2) hours of paid time off to vote. Employees must request time off to vote from their supervisor at least one (1) working day prior to the Election Day to arrange a voting time.

### **Military Leave.**

- **Unpaid Leave (Military Leave).** The Employer will grant an unpaid leave of absence to employees, except those occupying temporary positions, to attend

scheduled drills or training, or if called to active duty with the U.S. Armed Forces, in accordance with federal law.

- **Notification to the Administrator (Military Leave)**. Employees qualifying for military leave must notify the Administrator by providing a copy of the military orders immediately upon receipt, and a copy of the military pay warrant upon return to work.
- **Health and Dental Benefits (Military Leave)**. Subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided until the end of the first (1<sup>st</sup>) month after military leave begins. At that time, the employee will receive and be responsible for paying for continuation of coverage through COBRA. Upon return from Military Leave, benefits will again be provided according to the applicable plans.

### **Victim of Domestic Violence Leave.**

An employee who is a victim of domestic violence and/or a victim of a sexual assault is allowed unpaid leave as permitted by law.

### **Victim of Crime Leave.**

An employee who is a victim of a crime, or who is the immediate family member of a victim of a crime or is a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may take time off from work in order to attend judicial proceedings related to that crime. An immediate family member is defined as a spouse, child, stepchild, sibling, stepsibling, parent or stepparent. Employees may use any accrued paid time while on leave.

### **Paid Family Leave Act (PFLA).**

- **Eligibility Requirement for Paid Family Leave (PFLA)**. The Employer abides by the state law regarding Paid Family Leave (PFL), also known as the Family Temporary Disability Replacement Insurance Program. PFL provides partial wage replacement when a person cannot work due to the need to care for or bond with the employee's own child or employee's domestic partner's child or a child placed for adoption or foster-care with the employee or the employee's domestic partner, or care for a seriously ill child or spouse or domestic partner of an employee.
- **Six Weeks of Benefits Over a Twelve Month Period for PFLA**. The Company extends disability compensation to employees who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. Employees may receive up to six (6) weeks of benefits that may be paid over a twelve (12) month period.
- **Filing a Claim for PFLA**. In order to receive PFLA, employees must file a claim with California's Employment and Development Department that includes a certification by a medical Doctor. PFLA requires a seven (7) day non-payable waiting period; however, it does not need to be taken seven (7) days in a row. If an employee has less than one (1) week of unused vacation, that leave shall be applied to the waiting period.

- **Use of Vacation Prior to PFLA.** All employees eligible for PFLA must take up to two (2) weeks earned but unused vacation prior to the employee's initial receipt of PFL benefits.
- **PFLA Concurrent with FMLA and California Family Rights Act.** PFL must be taken concurrently with leave taken under the Family Medical Leave Act and the California Family Rights Act.
- **PFLA Does Not Change FMLA or California Family Rights Act.** PFL does not change the Family Medical Leave Act or the California Family Rights Act in any way and is completely separate from them. It merely provides up to six (6) weeks of paid benefits to an employee who suffers a wage loss when he/she takes time off to care for others.

## **SECTION 20 -- JURY DUTY**

A regular employee who has completed sixty (60) days of service with the Facility and who is required to serve on a jury will be paid at the normal rate of pay for the regularly scheduled hours of work lost by reason of such service minus the amount of money paid for the jury service for a maximum of fourteen (14) workdays. Seniority and fringe benefits shall continue to accrue for the duration of jury duty. The Employer agrees to write a letter to the Jury Commissioner upon request of an employee, citing the provisions of the Collective Bargaining Agreement, if there is no payment for the particular employee due to tenure status.

## **SECTION 21 -- GRIEVANCE PROCEDURE AND ARBITRATION**

Any and all disputes concerning the interpretation, application or enforcement of this Agreement will be subject to the grievance and arbitration procedures of this Agreement.

**Step 1. Informal Resolution Encouraged/Written Grievance.** An aggrieved employee and/or the Union is encouraged to attempt informal resolution of disputes and grievances by raising the dispute with the Facility Administrator.

If informal resolution is not achieved, a formal grievance will be reduced to writing and presented to the Administrator within thirty (30) days of the event giving rise to the grievance. The written grievance will set forth a brief statement of the facts giving rise to the grievance, the date the grievance event occurred and the provisions of the Agreement allegedly violated.

**Step 2. Administrator Meets with the Union.** Within ten (10) days of receiving the written grievance, the Administrator will meet with the Union to resolve the grievance. Within then (10) days of the Step 2 meeting, the Administrator will issue a written response granting or denying the grievance. The Administrator's response will be mailed or emailed to the Union.

**Step 3. Review by the Director of Operations.** If the grievance is not resolved at Step 2 the Union may, within ten (10) days of receiving the Administrator's response seek review

by the Director of Operations or his/her designee. Thereafter, the Director of Operations or his/her designee will, within ten (10) days of receiving the Union's request for review, issue a written response granting or denying the grievance.

**Step 4. Arbitration.** If the grievance is not resolved at Step 3, the grievance may be deferred to arbitration by either party. The request for arbitration must be made within twenty (20) days of mailing or electronic transmission of the Step 3 response.

**Method of Selection of Arbitrator.** A panel of seven (7) Arbitrators submitted by FMCS will be requested by the moving party within fifteen (15) days of the request for arbitration, with proof of such request to the other party by certified mail or other verifiable means. The parties shall alternately strike names from such list until one (1) Arbitrator remains. The Arbitrator remaining shall be selected by the parties.

**Arbitrator's Decision.** The Arbitrator's decision shall be issued within thirty (30) days of the submission of post hearing briefs, unless the parties mutually agree to allow additional time. The Arbitrator shall have no power to add to, subtract from or change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties or, in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

**Expense of Arbitration.** Each party shall bear the expense of its own witnesses. The fee of the Arbitrator, as well as other expenses connected with the formal hearing, shall be borne equally by the parties.

**Waiving of Time Limits by Written Agreement.** Time limits may be waived only by an express written agreement (or confirmation by email) between the Employer and the Union. A waiver cannot be implied.

## **SECTION 22 -- NO STRIKE OR LOCKOUT**

There shall be no strike, slowdown, or other stoppage of work by the Union or its members and no lockout by the Employer during the life of the Agreement.

## **SECTION 23 -- SEPARABILITY**

In the event that any provision(s) of this Agreement is/are declared by a Court of competent jurisdiction to be illegal or unenforceable, such provision(s) of this Agreement shall be null and void, but such nullification shall not affect any other provisions of this Agreement, all of which shall remain in full force and effect. In the event of such nullification, the parties agree to meet and attempt to negotiate substitute provisions for the provisions nullified, provided however, this process shall not result in a waiver of the No Strike or Lockout provision of this Agreement, nor shall the matter be subject to the Grievance and Arbitration provisions of this Agreement.

## SECTION 24 -- NO DISCRIMINATION

The Union and the Employer agree that neither the Union nor the Employer shall discriminate with respect to employment, to the extent prohibited by state and federal law, for reason of race, creed, color, sex, age, national origin or physical disability. The Employer shall not discriminate against any employee or applicant for employment because of membership in or legal activities on behalf of the Union.

## SECTION 25 -- SAFETY

**Both the Employer's and the Employee's Compliance with the Law.** The Employer will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer and with applicable federal and California laws, rules and regulations.

**Workplace Injury/Illness Prevention Program and No Lift Policy.** The Employer has established a Workplace Injury and Illness Prevention Program. As part of this program, employees are expected to comply with the Company's "no lift" policies and procedures.

**Reporting of Unsafe Conditions.** Employees are expected to report immediately any unsafe conditions to the appropriate supervisor or to the Administrator. The Employer will not tolerate any reprisals or retaliation against employees for reporting unsafe working conditions.

**Reporting of Accidents and Cooperation with Investigations.** In the case of workplace accidents that result in injury, employees must immediately report the accident to a supervisor. Employees are required to cooperate with investigations and inspections pertaining to accidents or health/safety conditions.

**Smoking Restrictions.** Smoking is only permitted in specifically designated smoking areas outside the building. Smoking is not permitted near flammable and/or hazardous substances.

## SECTION 26 -- WORKLOAD

**Staffing in Accordance with Quality Care and Applicable Laws.** The Employer and the Union agree that nursing care is of the utmost importance to the patient. The Facility, in its expertise, will staff the Facility so that workloads will be consistent with quality patient care. Such staffing is the sole responsibility of the Facility and will be in accord with standards of the California Department of Public Health Services and other applicable state and federal laws. In staffing the Facility, the Employer takes into account the employees on scheduled vacations, employees on sick leave, employees on leave of absence and employees attending class.

**List of Workers Available to Work in Short Staffing Situations.** In addition, the Employer shall use its best efforts to maintain and utilize a current list of employees willing to work in case of "short staffing." Call offs shall be replaced on the basis of seniority.

## **SECTION 27 -- DEFINITION OF "PAPAN OR EQUIVALENT"**

For the purpose of this Agreement "Papan or its equivalent" relates to a legislative act or a part hereof providing for an increase in the Medi-Cal rate which is required by law to be paid to non-administrative employees.

## **SECTION 28 -- JOB DESCRIPTIONS**

The Facility shall provide to employees, upon request, a job description and a list of qualifications necessary for that particular job. This will apply to all positions in that facility.

## **SECTION 29 -- HOUSE RULES**

The Employer will notify the Union in advance of any implementation or changes to house rules on request. The Employer will negotiate any such changes with the Union.

## **SECTION 30 -- MAINTENANCE OF LICENSE/CERTIFICATION**

**LVN Licensure.** The Employer will use its best efforts to schedule a regular full-time Licensed Vocational Nurse to attend classes required for maintaining licensure.

**In-Services.** Where feasible, in-service classes shall be available on all shifts. Employees will not be required to attend such classes on their days off.

## **SECTION 31 -- NURSING ASSISTANT CERTIFICATION**

It is further agreed between the parties that Certified Nursing Assistants pursuant to Section 1439.8 of the California Health and Safety Code receive a premium in pay as specified by the statute.

## **SECTION 32 -- SUBCONTRACTING**

The Employer agrees to negotiate with the Union regarding subcontracting of any work presently being performed by bargaining unit employees only. This excludes current therapy workers, physical therapy, occupational therapy, speech, respiratory, I.V., and nurse registry, etc.

## **SECTION 33 -- SUCCESSORSHIP**

In the event the Facility is to be sold, assigned, leased or transferred, the Employer will notify the Union in writing at least twenty-one (21) calendar days prior to such actions. Such notice shall include the name and address of the prospective new owner, assignee, lessee or transferee. It is agreed that the new lessee, transferee, licensee, or owner shall recognize and abide by the existing Collective Bargaining Agreement with the Union.

Employees whose employment is terminated as a result of sale, closure or transfer of operations will receive payment of one hundred percent (100%) of earned but unused sick leave.

### **SECTION 34 -- RETIREMENT PLAN**

The Employer offers a 401(k) to employees with a limited matching Employer contribution. The major benefit provisions of the Plan are described below.

In order to participate, the employee must be at least twenty-one (21) years of age and have worked at the Facility at least three (3) months.

Employees can contribute through payroll deduction up to the annual maximum. The deduction and annual maximum figures are based on federal regulations.

The Employer may make discretionary contributions to the plan each year that are based on the eligible employee's compensation.

The discretionary contributions are subject to the vesting schedule as follows:

<u>Years of Service</u>	<u>Percent Vested</u>
0-1	33%
1-2	66%
Over 2	100%

In order to receive vesting credit for any year worked, the employee must have worked at least one thousand (1,000) hours during that year.

### **SECTION 35 -- ISSUES OF CONCERN**

The Union and the Employer, by mutual agreement, may decide to utilize various methods to address issues of concern to either party or both parties.


The Employer and the Union could convene on an ad hoc basis a Union/Management Committee as one of the potential methods available to the parties to address issues of concern. Such meetings would occur provided the parties have agreed in advance to an agenda and the composition of the Committee.

The Committee will not replace the right of the Employer to manage its facilities or the Union to file a grievance.

**SECTION 36 -- TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2015, and shall be automatically renewable from year to year thereafter, provided, however, that either party may serve written notice on the other at least ninety (90) days prior to December 31, 2015 of its desire to terminate or amend any provisions hereto.

**COTTONWOOD POST-ACUTE  
REHAB**


  
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James Ellis-Sherinian, Director of  
Operations

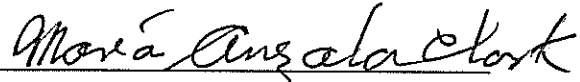
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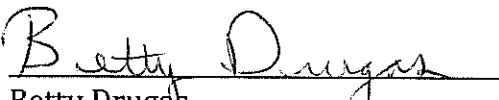
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HEALTHCARE WORKERS**

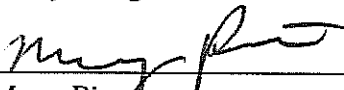
  
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Charlie Ridgell



## APPENDIX A -- WAGE RATES AND RELATED PROVISIONS

Effective **June 1, 2014**, the following shall be the minimum straight time hourly wage rates for the listed classifications and tenure steps (except as provided below):

<b>Classification</b>	<b>Start</b>	<b>One Year</b>	<b>Two Years</b>	<b>Three Years</b>	<b>Four Years</b>	<b>Five Years</b>
<b>Certified Nurse Assistant</b>	\$11.75	12.04	12.34	12.65	12.97	13.29
<b>RNA</b>	\$12.25	12.54	12.84	13.15	13.47	13.79
<b>LVN</b>	\$20.25	20.76	21.28	21.81	22.35	22.91
<b>Dietary, Housekeeping, Laundry Aides</b>	\$10.75	11.02	11.29	11.58	11.87	12.16
<b>Cook</b>	\$11.75	12.04	12.34	12.65	12.97	13.29

Notwithstanding the above, employees whose wage rates prior to June 1, 2014, were more than \$0.65 (sixty-five cents) per hour below the new scale will receive a maximum wage increase of \$0.65 (sixty-five cents) per hour, even if such increase results in a wage rate that is lower than specified in the scale. Should such employees have an anniversary on or subsequent to June 1, 2014, which would call for their advancement to the next tenure step, the wage increase shall be limited to the increment between the two tenure steps.

Employees whose wage rates prior to June 1, 2014, were above the rate in the scale for their tenure shall receive wage increases as follows:

- Those with less than five years of service as of June 1, 2014, shall receive a wage increase of \$0.12 (twelve cents) per hour or the scale rate for their tenure, whichever is greater. Should such employees have an anniversary on or subsequent to June 1, 2014, which would call for their advancement to the next tenure step, any wage increase may not result in the new wage rate being greater than the wage rate specified in the wage scale.
- Those with five or more years of service as of June 1, 2014 shall receive a wage increase of \$0.20 (twenty cents) per hour, or the five-year rate for their classification, whichever results in the higher rate.

Effective **June 1, 2015**, the following shall be the minimum straight time hourly wage rates for the listed classifications and tenure steps:

<b>Classification</b>	<b>Start</b>	<b>One Year</b>	<b>Two Years</b>	<b>Three Years</b>	<b>Four Years</b>	<b>Five Years</b>
<b>Certified Nurse Assistant</b>	\$12.00	12.30	12.61	12.92	13.25	13.58
<b>RNA</b>	\$12.50	12.80	13.11	13.42	13.75	14.08
<b>LVN</b>	\$20.50	21.01	21.54	22.08	22.63	23.19
<b>Dietary, Housekeeping, Laundry Aides</b>	\$11.00	11.28	11.56	11.85	12.14	12.45
<b>Cook</b>	\$12.00	12.30	12.61	12.92	13.25	13.58

All Employees whose wage rates prior to June 1, 2015, were below the June 1, 2015 wage scale will be paid at the wage rate specified in the June 1, 2015 wage scale.

Employees whose wage rates prior to June 1, 2015, were above the rate in the scale for their tenure shall receive wage increases as follows:

- Those with less than five years of service as of June 1, 2015 shall receive a wage increase of \$0.12 (twelve cents) per hour, or the scale rate for their tenure, whichever is greater. Should such employees have an anniversary on or subsequent to June 1, 2015, which would call for their advancement to the next tenure step, any wage increase may not result in the new wage rate being greater than the wage rate specified in the wage scale.
- Those with five or more years of service as of June 1, 2015 shall receive a wage increase of \$0.20 (twenty cents) per hour, or be paid at the five-year step for their classification, whichever results in the higher rate.

Employees who are promoted to a higher paying classification shall be placed on the first step of the new classification that provides a wage increase of at least \$0.30 (thirty cents) per hour.

If the Employer hires an employee at a rate higher than specified in the wage scale, the Employer shall notify the union in writing as to the employee's wage rate and the reason.



