

Kindred Santa Cruz Summary of Tentative Agreement

6.18.2021

This summary is intended to give an overview of the tentative agreement reached between our NUHW bargaining committee and Kindred Santa Cruz management on Friday 6.18.2021. The bargaining committee unanimously recommends that the membership vote in favor of the tentative agreement. The actual method and date of the vote will be announced shortly.

Brief Summary of Recommended Tentative Agreement

Preamble: The Preamble is that section on the Agreement that sets forth who the parties to the Agreement are, i.e., Kindred Hospital Rehabilitation Services—Santa Cruz and National Union of Health Care Workers (NUHW).

Wages:

- Effective the first full pay period in July 2021 all full-time and part-time employees with at least 6 months of service will receive 3% or an increase to the new minimum starting rate of \$46.50, whichever is greater.
(Any increase already given in 2021 shall be credited toward this increase but no employee will be below \$46.50)
- Effective the first full pay period in March of 2022 all full-time and part-time employees with at least six months of service will receive a 1.5% increase or \$50.00, whichever is greater.
 - a. The minimum rate shall remain \$46.50 for new hires.
 - b. Employees hired after the date of ratification will not be moved to \$50.
- Effective the first full pay period in September 2022 all full-time and part-time employees with at least six months of service shall receive a 1.5% increase.
- Effective the first full pay period in September 2023 all full-time and part-time employee with at least 6 months of service shall receive a 3% increase.
- **Per Diem Employees:** In lieu of a wage increases, per diem employees with 6 months of service at the time the July 2021, September 2022, and July 2023 general increases are given will receive bonuses.
 - a. At the time of the July 2021 increase per diem employees will be given a bonus equal to 1.5% multiplied by their wage rate multiplied by hours worked in the previous 12 weeks.
 - b. For the general increases of September 2022 and the July 2023 the same bonus calculation with 1.5% will be used for per diem employees.

- Effective immediately the maximum wage rate that an employee can achieve is \$62.50. Starting September 2021 any full time or part-time employee at that rate or above will receive a bonus in lieu of a wage increase calculated the same as other per diem bonus increases at 1.5%.

Probationary Period:

Full-time and Part-time Employees: The probation for new employees will be six months.

Per Diem Employees: The probation for new employees will be 560 hours or six months whichever occurs last.

During an employee's probation, he/she may be terminated without access to the grievance procedure.

Recognition: Recognition is a section of the Contract that has language that specifies that the Employer recognizes the Union as the bargaining agent for the employees covered by the Contract.

Union Membership and Dues Deduction: This provision provides for automatic dues deduction and requirements for membership or equivalent fees.

Hours of Work: This section of the Contract sets forth the work week, work day, payment for overtime, pay periods, and rest periods (meals and breaks). Also, this section provides that if an employee shows up for work for whom the employer says there is no work will at a minimum be paid two hours pay.

Seniority:

Seniority commences on the employee's most recent date of hire into the bargaining unit. Per Diem employees can only exercise seniority among themselves.

- a. Low Census: In reductions of five or fewer days low census will be rotated among qualified employees.
- b. Lay Off: Different from Low Census, layoffs are implemented using seniority among qualified employees.
- c. Recall: Recall from a layoff will be by seniority provided the employee is qualified to perform the work to be done.
- d. Vacancies: Seniority is not the sole determining qualification for a filling a posted vacancy. The employee who applies for the position must have the skillset for the job without the need for special training.
- e. Reasons for Loss of Seniority: discharge, resignation, absence from work in excess of nine months for industrial injury or illness, absence from work in excess of six months for non-industrial injury or illness.

Health and Welfare Benefits:

The benefit structure remains the same, i.e., health and dental plan options, HSA/FSA, Education/Tuition Assistance, 401(k), and voluntary benefit plans.

Holidays:

The current holidays continue as paid holidays and, if worked, time and one-half in addition to the holiday pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

PTO:

The current program of 128 hours during the first five years of employment and 176 hours for the following years remains the same. The hours are based on full time employment.

Leaves of Absence:

Medical Leaves: Up to a maximum of 6 months

Industrial Leaves: Up to a maximum of 9 months

Extensions: Extensions of leaves can be granted at the Employer's discretion.

Management's Rights:

This provision allows for traditional rights of management in the operations of its facility except as modified by the provisions of this Contract.

Labor/Management Committee:

This section allows for 3 employees selected by their peers (on paid time) and management to meet at least every 6 months or more frequently, as mutually agreed, to discuss non-grievance, job related issues such as job security, workload, assignments, patient care, safety, infectious disease, etc.

Safety:

This section states that the Employer will comply with applicable law regarding the employees' health and safety.

Discharge and Discipline:

The Employer is required to follow progressive discipline and just cause if it takes an action against an employee for performance or violation of employer rules etc. Just cause is a legal term that requires the employer to prove its case and progressive discipline is a term to describe that in many cases employees must be given a chance to correct work-related problems he/she may be having before the Employer takes more severe action such as a final warning or termination.

Grievance Procedure:

This section allows for employees to file a complaint against management, if it unfairly disciplines an employee or fails to follow the provisions of the Contract. If the complaint or grievance cannot be resolved, it can proceed to arbitration. Arbitration is the final step of the grievance process where a third party neutral (not unlike a judge) conducts a hearing with the Employer and the Union making arguments and then the third party neutral (arbitrator) makes a final, binding decision on both parties.

No Strike or Lockout:

During the term of a ratified Contract, there can be no strike, slowdown or stoppage of work. Likewise, during the Contract the Employer cannot lock out workers.

Bulletin Board:

The Union will have a bulletin board available for the posting of Union notices.

Discrimination:

The Employer and the Union agree that they will not discriminate against any employee with respect to employment based on union activity, political affiliation, race, color, creed, national origin, disability, veteran status, sex, age, sexual orientation or gender identity.

Work Distribution:

The Employer will exercise its best efforts to distribute the workload equitably among employees but issues related to this matter are not subject to the grievance procedure.

Productivity Standards

The parties acknowledge the importance of productivity for the successful operations of a rehabilitation hospital. To that end, the parties understand that the Employer may discipline employees who fail to meet reasonable and current productivity standards. It is also understood that employees will not be disciplined due to patient cancellations although such no-shows or cancellations may affect an employee's productivity.

Patient Care

The Facility, its employees and the Union understand and agree that it should be the objective of all parties to provide high quality healthcare. The Facility and employees must be committed to serving the Facility's patients by delivering the highest quality care possible. The parties agree and understand that high quality patient care can help to be achieved if management and employees discuss and address patient care issues together. The parties agree that professional organizations' guidelines inform best practices. The parties further agree that it shall be the primary responsibility of the treating clinician to establish plan of care and discharge plans recognizing the overall responsibility of the Hospital for patient care and efficient operations. This Section shall not be interpreted to mean that a therapist may refuse to discharge a patient upon instruction from the Hospital. However, therapists who disagree with a discharge may so notify the Hospital Administration in writing and will suffer no retribution for noting their disagreement with the Hospital.

Policies, Bonuses, Employee Handbook:

The Employer will maintain the current policies and rules of the Employee Handbook. The Employer will continue to determine at its discretion if it wishes to award bonuses to employees.

Union Representatives:

A Union representative is permitted to visit the facility to meet with members, assist in filing grievances, and guarantee that the provisions of the Contract are being observed by the Employer.

Shop Stewards:

This provision allows for 3 stewards who will be the union representatives at the facility.

Employee Categories:

- Full-time Employees: Employees regularly scheduled to work at least 30 hours per week.
- Part-time Employees: Employees regularly scheduled to work fewer than 30 hours per week.
- Per Diem Employees: Employees work on an occasional basis, do not receive benefits, and are not regularly schedules. The Employer may cease using per diem employees at its discretion.
- Reclassification: Per Diem employees, who work full-time for more than 13 consecutive pay periods with the expectation that the need for such work will continue, will be reclassified to the status of full-time if they so request.