



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**Kindred Hospital  
Rehabilitation Services  
Santa Cruz**

**July 1, 2021 – June 30, 2024**

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# AGREEMENT

THIS AGREEMENT is made and entered into by and between REHABCARE GROUP OF CALIFORNIA, LLC, DBA KINDRED HOSPITAL REHABILITATIONS SERVICES—SANTA CRUZ, hereinafter called the "Employer," "Facility," or "Hospital" and the NATIONAL UNION OF HEALTHCARE WORKERS, hereinafter called the "Union" or "NUHW."

## ARTICLE 1 – RECOGNITION

### 1.1 COVERED EMPLOYEES

The Employer recognizes the Union as the exclusive bargaining agent for Full-Time, Part-Time and per diem employees covered by this Agreement. This Agreement covers all physical therapists, occupational therapists, and speech language pathologists employed by the Employer at the Dominican Hospital Outpatient Rehabilitation Center located at 111 Madrone St., Santa Cruz, CA; excluding Clinical Coordinators, Clinical Liaisons, Discharge Planners/Care Navigators, Rehab Technicians, Office Managers, Program Secretaries, Intake/Referral Coordinators, Receptionists, Front Office Attendants, non-professional employees, confidential employees, office clerical employees, guards, and supervisors as defined in the Act.

### 1.2 EFFICIENT OPERATIONS AND CONSTRUCTIVE RELATIONSHIP

Both parties recognize that the efficient and uninterrupted operation of the Facility is to their mutual advantage and in the interest of the Facility's clients/patients. The purpose of this Agreement is to establish and maintain a harmonious and constructive relationship between the parties in order to achieve those results. The Employer and the Union agree that all employees and managers will treat each other, regardless of position, with dignity, respect, courtesy and trust. The forgoing principles shall also apply in providing service to patients and visitors.

### 1.3 NOTICE OF SALE OR LEASE

In the event this Facility is sold, assigned, leased, or transferred, the Employer will notify the Union, in writing or via electronic mail, at least sixty (60) calendar days prior to such action, if such amount of notice is practicable. Such notice shall include the name and address of the prospective new owners, assignee, lessee, or transferee. The Facility will meet with representatives of the Union to bargain over the effects of the transaction on bargaining-unit employees.

## **ARTICLE 2 – HIRING AND PROBATIONARY PERIOD**

### **2.1. HIRING EMPLOYEES**

The Employer may hire employees from any source and shall be the sole judge of the fitness of any applicant for the job.

### **2.2 PROBATIONARY PERIOD**

Full-Time and Part-Time employees shall have a probationary period of six (6) months and shall receive no seniority status until they have served the full six (6) months.

Per Diem employees shall have a probationary period of five hundred twenty (520) hours worked or six (6) months whichever occurs last at which time they shall have seniority status for job bidding and any other applicable seniority rights.

Employees on any type of leave of absence shall have their probationary period extended by the duration of their leave of absence.

During an employees' probationary period they may be discharged at the Facility's discretion with or without cause and without recourse to any grievance or arbitration provision of this Agreement.

### **2.3 NEW MEMBER ORIENTATION**

The Facility shall provide a new hire list to the Union upon request so that the Union may orient new hires and request the new hires to execute Union dues deduction cards. Any Union orientation that takes place inside the Facility shall be conducted by a Union steward (co-worker) and shall be done outside of working time. The Facility shall provide the Union with direction where to submit the Union dues deduction cards.

## **ARTICLE 3 – UNION MEMBERSHIP**

### **3.1 BECOMING A MEMBER OR PAYING A FEE**

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution of this Agreement, whichever is later, every employee subject to the terms of this Agreement, as a condition of employment, shall become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required to acquire or retain membership, or, if the employee objects to the payment of that agency fee, such employee shall as a condition of employment pay that portion of the agency fee that is related to the Union's representation costs. The Union shall comply with its legal obligation under *Communications Workers v. Beck* to inform every new employee in writing that he or she has the right to be a nonmember, subject only to the duty to pay initiation fees and dues, and that nonmembers have the right to be given sufficient

information to enable the employee to intelligently decide whether to object and to be apprised of any internal Union procedures for filing objections.

3.2 LISTS OF EMPLOYEES

No later than the tenth (10<sup>th</sup>) day of the month, the Employer will provide to the Union in electronic form a list of new hires, terminations and transfers into or out of the bargaining unit. The list will include the employee's full name, date of hire, current hire date (seniority date), employee I D number, home address, telephone number, department, job title, wage rate (including any wage rate changes for transfers), status (e.g. regular Full-Time, regular Part-Time, per diem or temporary), and date of hire, termination (including reason for termination such as resignation, retirement, discharge, layoff) or transfer, as applicable.

3.3 AN EMPLOYEE'S FAILURE TO COMPLY WITH THIS ARTICLE

Employees who are required herein, to maintain membership or make payments described in Article 3.1, and fail to do so and employees who are required herein to join the Union and fail to do so shall, upon written notice to the Facility and upon examination of documentary proof that an employee failed to comply with Article 3.1 as above described, be terminated, unless the Facility has reasonable grounds for believing that the employee was denied the ability to comply with Article 3.1 or terminated for reasons other than failure to comply with Article 3.1 as defined above.

3.4 NOTICE TO EMPLOYEE

At the time of employment, a new employee who will be subject to this Agreement shall be informed of the Agreement and shall read or have paraphrased the provisions of this Article 3 and Article 4 following.

**ARTICLE 4 – VOLUNTARY WRITTEN ASSIGNMENT OF WAGES**

4.1 DUES AND COPE

During the term of the Agreement, the Facility will honor written assignments of wages to the Union for payment of Union initiation fee and dues, and honor written assignment of wages to the Union's Committee on Political Education (COPE) fund, provided such assignments are submitted in a form agreed to by the Facility and the Union. The Union will pay whatever startup costs are applicable for the implementation of the program.

4.2 REMITTANCE OF MONIES DEDUCTED

The Facility will promptly remit the monies deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Such data will be provided in the form of the bank or service organization's computer run of deductions.

#### 4.3 DUES DEDUCTIONS

Normally, the deduction of such assigned wages will be made every pay period for the then current Union membership fees. However, the Union and the Facility may make other arrangements by mutual written consent.

#### 4.4 INDEMNIFICATION

The Union will hold harmless the Facility against any claim or obligation which may be made by any person by reason of the deduction of Union membership fees, including the cost of defending against any such claim or obligation. The Union will have no monetary claim against the Facility by reason of failure to perform under this Article.

### **ARTICLE 5 – WAGES**

Agreed upon wage increases/bonuses and to whom they are applicable, including minimum and maximum wage rates for employees covered by this Agreement as follows:

- 5.1 Effective first full pay in July 2021, all Full-Time and Part-Time employees with at least six (6) months continuous service shall receive three percent (3%) or an increase to the new minimum starting wage of \$46.50, whichever is greater.
  - a. Any increase already given in 2021 shall be credited toward the three percent (3%) increase with the understanding that no employee shall be below \$46.50, even if he/she has already received the 2021 increase.
  - b. The new minimum rate of \$46.50 will be effective July 2021.
- 5.2 Effective first full pay in March 2022, all Full-Time and Part-Time employees employed as of the date of ratification with at least six (6) months of continuous service shall receive one and one-half percent (1.5%) or an increase to \$50.00, whichever is greater.
  - a. The minimum hiring rate shall remain \$46.50.
  - b. Employees hired after June 24, 2021 (date of ratification) shall not be moved to \$50 if they are below \$50.
- 5.3 Effective the first full pay in September 2022, all Full-Time and Part-Time employees with at least six (6) months of continuous service shall receive an increase of one and one-half percent (1.5%).
- 5.4 Effective the first full pay in July 2023, all Full-Time and Part-Time employees with at least six (6) months of continuous service shall receive an increase of three percent (3%).

5.5 PER DIEM EMPLOYEES

Per diems are not eligible for wage increases but the increases to the minimum hiring rate of \$46.50 and the second increase to \$50 for those employed as of June 24, 2021 (ratification) shall apply to per diems.

In lieu of a wage increases, per diem employees with six (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 one and one-half percent (1.5%) multiplied by their wage rate and multiplied by hours worked in the previous twelve (12) weeks.
- b. For the general increases of September 2022 and the July 2023 the same bonus calculation with one and one-half percent (1.5%) will be used for per diem employees. The September 2022 increase shall go back to March 2022 and the July 2023 increase shall go back to the September 2022 increase.

5.6 MAXIMUM WAGE RATE—BONUSES

The maximum wage rate is \$62.50. Starting with the September 2022 increase, any employee at \$62.50 or above shall receive a bonus in lieu of a wage increase. The bonus shall be equal to the applicable percentage increase multiplied by the wage rate, and then multiplied by the number of hours worked since the last increase.

5.7 The Facility may hire at rates in its discretion subject only to the new minimum rate.

## **ARTICLE 6 – HOURS OF WORK/OVERTIME**

6.1 SCHEDULING WORK HOURS

The Hospital maintains discretion to schedule and assign employees in its sole discretion. No employee shall have a guarantee of a specific schedule nor a guarantee of a specific number of hours worked per day or per pay period. The Hospital's discretion shall extend to when it is necessary to reduce hours temporarily or permanently and likewise when it is necessary to increase hours temporarily or permanently.

6.2 WORK DAY AND WORK WEEK

The work day is eight (8) hours and the work week is Sunday through Saturday. Subject to the Hospital's scheduling rights in this Article, scheduling of work will continue according to current practice. (e.g., posting of schedules and notification to employees shall maintain current practices).

6.3 PAY PERIODS

The two (2) monthly pay periods are the 1<sup>st</sup> of the month through the 15<sup>th</sup> and the 16<sup>th</sup> through the end of the month

6.4 OVERTIME

a. Daily Overtime

An employee required to work in excess of eight (8) hours in a workday shall be paid at a rate of time and one-half (1.5x) the employee's regular rate of pay for all hours in excess of eight (8). An employee required to work in excess of twelve (12) hours in a workday shall be paid at a rate of two times (2x) the employee's regular rate of pay for all hours in excess of twelve (12).

b. Weekly Overtime

All work performed in excess of forty (40) hours in a work week shall be paid at the rate of time and one-half (1.5x) the employee's regular rate of pay for all hours in excess of forty (40).

6.5 MEAL AND REST PERIODS

The Hospital shall provide meal and rest periods in accordance with federal and state law.

6.6 REPORTING PAY

An employee who reports to work as scheduled (and who has not been notified not to come to work at least one [1] hour in advance of her shift) and who is sent home for no work shall be paid a minimum of two (2) hours' reporting pay.

## **ARTICLE 7 – SENIORITY**

7.1 DEFINITION

a. Full-Time and Part-Time

Unless otherwise specified, seniority for Full-Time and Part-Time employees shall commence on the most recent date of hire into the bargaining unit by the Employer and shall mean total uninterrupted service with the Facility thereafter, subject to termination of seniority under Article 7.6. Seniority shall have no application during the first six (6) months of continuous employment.

b. Per Diem

Per diem employees shall not exercise seniority during their probationary period and shall only exercise seniority among themselves following completion of their probationary period. Probationary period for per diems shall be five hundred twenty (520) hours worked or 6 months, whichever shall occur last.



7.2. PERMANENT LAYOFFS

The Hospital may permanently lay off employees at its discretion, subject to the provisions of this Article. Seniority shall not apply in low census and/or temporary cancellation situations which shall continue to be at the Hospital's operational discretion. In permanent layoff situations, seniority shall apply by classification provided the more senior employee can work the schedule offered by the Hospital and provided the more senior employee has all the skills necessary to perform the position without additional training. Per diem employees do not have seniority over full and Part-Time employees in a permanent layoff situation.

In the event of a permanent layoff, the Hospital shall provide the affected Full-Time and Part-Time employee(s) at least ten (10) calendar days' notice or pay in lieu thereof for all hours scheduled during that 10-day period or any portion thereof where notice was notice provided.

7.3 RECALL OF FULL-TIME AND PART-TIME EMPLOYEES

The Hospital will recall Full-Time and Part-Time laid off employees in order of seniority, provided the more senior employee can work the schedule offered by the Hospital and provided the more senior employee has all the skills necessary to perform the position without additional training. Recall rights shall expire six (6) months after the date of layoff. A laid off employee who is recalled by the Hospital must respond in writing (email is acceptable) within seventy-two (72) hours of his/her intention to accept the recall and must start within twenty-one (21) days of accepting the recall if he/she is working full or Part-Time elsewhere or within three (3) days if not working or working per diem elsewhere. Per diems have no recall rights.

7.4 NO BUMPING

Given the nature of the Hospital's operations and because the Hospital has agreed to lay off by seniority, laid off employees may not bump another employee on another shift or in another classification, even if they are qualified to perform the duties of the other classification.

7.5 PERMANENT VACANCIES

The Hospital shall provide preference to current Full and Part-Time employees who apply for a permanent vacancy to the extent such employee has the necessary skillset without additional training and further to the extent such employee has equal skills and ability as other applicants. The Hospital shall consider seniority in hiring for a vacancy but seniority shall not be the sole determining qualification.

The Hospital shall continue its current practice of posting job vacancies on line. Current Full-Time and Part-Time interested in a posted position must apply by the fifth (5<sup>th</sup>) calendar day of the posting to receive the preference set forth in a) above.

The Hospital shall in its sole discretion determine whether a permanent opening exists.

## 7.6 LOSS OF SENIORITY

Subject to other rules for per diems set forth elsewhere in this Agreement, Seniority for employees shall be terminated by:

- a. Discharge;
- b. Resignation;
- c. Absence in excess of nine (9) consecutive months by reason of industrial injury.
- d. Absence in excess of six (6) consecutive months by reason of illness or non-industrial injury, unless extended by mutual consent;
- e. Failure to return from a leave of absence in accordance with the terms of the leave;
- f. Displacement of six months or more;
- g. Failure to report to work a scheduled shift (no call/no show) where the absence has not been excused by the Employer. The Hospital shall consider mitigating circumstances (e.g., car accident).

## **ARTICLE 8 – CATEGORIES OF EMPLOYEES**

### 8.1 EMPLOYMENT STATUS

All employees are assigned an employment status based on their work schedules, as follows:

### 8.2 REGULAR FULL-TIME EMPLOYEES

Regular Full-Time employees are, in general, regularly scheduled to work and normally do work in a position at least thirty (30) hours per week. Regular Full-Time employees are eligible to receive full employment benefits.

### 8.3 REGULAR PART-TIME EMPLOYEES

Regular Part-Time employees are, in general, regularly scheduled to work and normally do work fewer than thirty (30) hours per week. Regular Part-Time employees are eligible to receive some employment benefits as set forth in this Agreement.

### 8.4 PER DIEM (“PRN”) EMPLOYEES

Per diem employees are not regularly scheduled to work. They work as-needed or on an occasional basis and are not eligible to receive any benefits other than those required by law.

The Facility may cease using per diem employees at any time for any reason without recourse to the Grievance and Arbitration provisions of this Agreement. Per diem employees who do not work for thirteen (13) weeks shall be automatically terminated in the Facility’s payroll system.

8.5 RECLASSIFICATION OF PER DIEM EMPLOYEES

Upon request, per diem employees who work Full-Time hours for more than thirteen (13) consecutive pay periods and who are expected to remain working Full-Time hours will be reclassified prospectively as Full-Time employees.

**ARTICLE 9 – WORK DISTRIBUTION**

The Employer will exercise its best efforts to distribute the workload equitably among employees; however, this Article shall not be subject to the grievance and arbitration procedure in this Agreement.

**ARTICLE 10 – ELIGIBILITY OF BENEFITS**

10.1 ELIGIBILITY

Employees will be eligible for the following benefits depending on Employer-defined eligibility requirements, including associated costs to employees, where applicable and dependent on the plan or plans selected by the Employee.

10.2 HEALTH PLANS

Full-Time employees will be eligible to participate in the Employer-provided health plan and dental plan options, including the opportunity to participate in an incentive-driven Wellness program.

10.3 HSA/FSA

Employees may participate in the HSA/FSA programs that allow for pre-tax dollars to be used for health care costs and/or dependent care costs, as applicable.

10.4 INSURANCES

The Employer will make available Life Insurance, Long-Term Disability, and Short-Term Disability programs.

10.5 EDUCATION

Subject to Employer requirement, employees are eligible for education and tuition assistance, e.g., licensing fees, professional fees, and tuition reimbursement.

10.6 EMPLOYER TRAININGS

Employees may be required to participate in customer service and other employer trainings.

10.7 401(k)

The Employer provides for employees to contribute pre-tax and post-tax income to the plan and the Employer will match ten percent (10%) of the employee's contribution up to four percent (4%) of the employee's pay.

10.8 OPTIONAL PLANS

The Employer offers voluntary benefit plans, e.g., legal plan, permanent life insurance, vision, etc.

10.9 PAID TIME OFF

a. Employee Holidays

- i. New Year's Day
- ii. Memorial Day
- iii. Independence Day
- iv. Labor Day
- v. Thanksgiving Day
- vi. Christmas Day

An employee is required to work his/her scheduled shift just before, after, or on the holiday to be eligible for holiday pay. Holidays falling on Saturday are observed on the preceding Friday and those on Sunday on the following Monday in accordance with current practice.

Employees working on recognized holidays are eligible for time and one-half (1 ½).

b. PTO

PTO is used for vacation, personal or family needs/activities. PTO is accrued by pay period using the Employer's formula and will be made available and scheduled according to practice.

Years of Service	PTO Rate	Annual Maximum Hours Cap PTO	Maximum Balance PTO
Up to 5 <sup>th</sup> year anniversary	.06164	16 Days/ 128 Hours	192 Hours
5 <sup>th</sup> year anniversary and thereafter	.08464	22 Days/ 176 Hours	264 Hours

In instances where an employee calls in sick, he/shall do so with as much notice as possible. The Employer will provide written direction to employees whom to call if the employee is calling in sick.

10.10 BEREAVEMENT LEAVE AND JURY DUTY

Bereavement Leave and Jury Duty are made available according to practice.

10.11 BENEFIT PROGRAMS

All benefit (medical, dental, 401k, disability, etc.) and time off (holiday and PTO) programs, including the cost thereof, of this Article may be subject to change if such benefits are changed for unrepresented employees. The Hospital is not required to continue a benefit plan (e.g., wellness plan) if it is discontinued for unrepresented employees.

**ARTICLE 11 – LEAVES OF ABSENCE**

11.1 PERSONAL LEAVES FOR NON-MEDICAL REASONS

Personal leaves shall be granted at the discretion of the Employer for employees who have worked for the Hospital for more than 1 year.

11.2 PERSONAL MEDICAL LEAVES

The Employer will grant an employee a leave of absence for a personal medical conditions and work-related medical conditions in conformance with state, federal and local laws and in accordance with the Employee Handbook. The maximum leave shall be six (6) months but may be extended by mutual agreement between the Hospital and the employee.

11.3 WORK RELATED MEDICAL LEAVES

The Hospital will abide by state, federal and local laws regarding the granting of work-related medical leaves to employees. The maximum leave shall be nine (9) months but may be extended by mutual agreement between the Hospital and employee.

11.4 EXTENSIONS

Extensions of any leave beyond the period required by law or the Employee Handbook are at the discretion of the Employer.

11.5 RETURN FROM LEAVE

Upon return from a leave of absence, an employee will be returned to his/her former position or an equivalent position if mandated by law or, if not mandated by law, if the equivalent position remains available.

11.6 EMPLOYEE HANDBOOK GOVERNS

The leave of absence policies in the Employer's Employee Handbook shall govern employee leaves of absences to the extent not specifically addressed herein.

#### 11.7 ELIGIBILITY FOR COBRA

When an employee is eligible for COBRA, the Employer or its agent will notify the employee.

### **ARTICLE 12 – 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.

### **ARTICLE 13 – 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 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 to the overall responsibility of the Hospital for patient care and efficient operations. This Article 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.

### **ARTICLE 14 – LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree to establish a Labor Management Communications Committee to be held during off hours unless otherwise mutually agreed. The Committee will be composed of no more than three (3) employees and at least one (1) Employer representative. It will meet at least every six (6) months, or more frequently as mutually agreed, to discuss and attempt to resolve any job-related issues, including those related to job security, workload, assignments, patient care, safety, infectious disease control and any other work-related issues. The parties agree that such meetings shall generally be limited to ninety (90) minutes, unless the parties agree otherwise. Committee member employees who attend the committee meetings will be paid for their time spent in the committee meeting at their regular hourly rate, not to exceed ninety (90) minutes of pay, but such time shall not be considered for purposes of the payment of overtime.

## **ARTICLE 15 – SAFETY**

The Facility 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. In the event any safety or health hazard is detected, it shall be promptly reported to the Employer. The Hospital's duties under this Article shall not be subject to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 16 – DISCRIMINATION**

The Employer and the Union agree that neither the Union nor the Employer shall discriminate in respect to employment and continuing employment, by reason of Union activity, political affiliation, race, color, creed, national origin, disability, veteran status, sex, age, sexual orientation or gender identity.

## **ARTICLE 17 – UNION FIELD REPRESENTATIVES**

- 17.1 The Field Representative or qualified representative of the Union shall be allowed to visit the Facility for the purpose of ascertaining whether or not this Agreement is being observed or to observe job conditions under which employees are employed. This privilege shall be exercised reasonably and shall be related to the representative's responsibility for seeing that the Facility is in compliance with the Agreement. The Union Field Representative must call with at least twenty-four (24) hours' notice and secure an appointment to visit the Facility. If an emergency situation arises the Union Field Representative may visit the Facility in fewer than twenty-four (24) hours' notice.
- 17.2 The Union Field Representative or qualified representative of the Union shall report to a designated management official when entering the Facility and such representative shall not interfere with the normal conduct of work in the Facility. The Union Field Representative may confer with employees, including Shop Stewards, only upon the employee's or steward's own free time and in an area designated by the Facility. The Union Field Representative may not visit work areas and shall not speak to non-union employees except as a courtesy in passing. Under no circumstances shall the Union Field Representative solicit non-union employees on Facility premises.
- 17.3 In the case of a tour to observe conditions, the Field Representative or qualified representative shall notify the designated management official where he/she intends to go within the permitted areas of the Facility. The Field Representative shall not engage in discussion or distribution of material in work areas.
- 17.4 In the case of a grievance investigation, the Field Representative shall make an appointment in advance with the designated representative of management. Arrangements will be made so that a joint investigation of the grievance can be made within seven (7) calendar days.

- 17.5 The Field Representative assigned to the Facility may request a job description or job descriptions of bargaining unit positions if such descriptions exist. Such description or descriptions shall be given to the Field Representative in all cases where they are available or, if in the process of revision, as soon as the revised description or descriptions become available.
- 17.6 Employees appointed or elected to the Union Negotiating Committee shall receive full credit towards accrual of seniority and benefits, including any payment thereof, for all time missed from their regular work schedules due to negotiations.
- 17.7 The Facility and the Union shall reasonably apply the provisions of this Article.

### **ARTICLE 18 – SHOP STEWARDS**

- 18.1 The Union may select no more than three (3) Shop Stewards for the Facility. The Union shall provide written notification to the Facility Administrator or her/his designee of the names of Shop Stewards as they are appointed and as their appointment ends.
- 18.2 It is preferred that the Shop Stewards shall be regular full-time or Part-Time employees.
- 18.3 The Shop Steward shall only deal with the representatives of the Facility designated to handle grievances.
- 18.4 The function of the Shop Steward shall be to assist employees in settling problems arising in connection with the application or interpretation of the provisions of this Agreement directly with the Facility Administrator or such other person as the Facility may designate and to participate, at the option of the employee, in the Grievance Conference described in Article 21, Grievance and Arbitration Procedure.
- 18.5 The Shop Steward shall perform his/her functions outside of his/her working hours on his/her own time; provided, however, that if grievance meetings are scheduled during working hours, participating stewards shall not suffer any loss in pay.
- 18.6 The Shop Steward shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Facility or any other employee. His/her activities as a Shop Steward shall in no way interfere with his/her assigned duties as an employee.
- 18.7 The Facility's designated representative is only required to meet with one (1) Shop Steward on any grievance.
- 18.8 In connection with investigatory interviews required by the Facility in which an employee reasonably believes that such investigation will result in disciplinary action, an employee upon his or her request shall be entitled to have a Union representative, Field



Representative, and/or Shop Steward present, provided that such disciplinary interviews are not delayed by the inability to have both Union representatives present. It is understood that the role of the Union representative be strictly in accord with NLRB v. WEINGARTEN. In those cases where there are two (2) Union representatives present, there shall be only one (1) spokesperson, and the other representative shall serve only as an observer.

## **ARTICLE 19 – BULLETIN BOARD**

- 19.1 The Facility will provide a bulletin board in a location that is convenient for all bargaining unit members for the posting notices provided by the Union. This bulletin board shall be designated as a NUHW board.
- 19.2 Upon submission of an officially approved Union notice, containing no editorial comment, to a designated representative of the Employer, the Employer will promptly post such notice on the bulletin board. Such notice will remain posted for a reasonable time commensurate with its purpose. The Union may not post any posting that is political or that is derogatory towards the Hospital (including picketing and strike notices).

## **ARTICLE 20 – DISCHARGE AND DISCIPLINE**

- 20.1 The Facility shall have the right to discharge or suspend any employee for just cause.
- 20.2 In any matter relating to patient care, the Hospital shall be deemed to have “just cause” under this Agreement to discipline and/or terminate an employee, unless the Arbitrator specifically finds that the Hospital’s discipline was without any evidentiary support. The Arbitrator may not substitute his/her own judgment in such cases and, absent such a finding, the Arbitrator must uphold the discipline and/or termination.

## **ARTICLE 21 – GRIEVANCES, COMPLAINTS AND ARBITRATION**

- 21.1 Any grievance for an alleged violation of the contract should be in made writing to the Program Director. Any such grievance shall be made within ten (10) days of the alleged contract violation or within ten (10) days of the discipline in question. The grievant and the Program Director shall meet upon request of the grievant to discuss the grievance. The Union representative may attend the grievance meeting with at least twenty-four (24) hours’ notice to the Hospital.
- 21.2 The Program Director shall reply in writing to the grievant within 5 days of meeting with the grievant or within fourteen (14) days of receiving the grievance, whichever shall be later. If the Program Director fails to reply within the timelines set forth herein, the grievance is considered denied.

- 21.3 If the grievance is denied, the grievant may appeal such denial to the Area Human Resources professional (or her designee) within ten (10) days of receipt of the denial. The name and email address of the Area HR person shall be provided to the grievant as part of the denial or upon request. The grievant and the Area HR professional shall meet telephonically upon request of the grievant to discuss the grievance.
- 21.4 The Area HR professional (or her designee) shall reply in writing to the grievant within five (5) days of meeting. If the Area HR professional (or her designee) fails to reply within the timelines set forth herein, the grievance is considered denied.
- 21.5 If the grievance is denied by the Area HR professional (or her designee), the grievant or the Union may file for arbitration with the American Arbitration Association. The filing costs shall be borne by the filing party. This filing shall be done within thirty (30) days from the denial of the grievance by the Area HR professional or the grievance shall be deemed waived.
- 21.6 ARBITRATION
- a. The decision of the Arbitrator shall be final and binding on all parties, subject to the limitations of jurisdiction and authority contained in this Agreement.
  - b. The Arbitrator shall not have any power to add to, subtract from, or to 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 decision and award shall be based upon the joint submission agreement of the parties with respect to the specific interpretation and application of the Agreement.
  - c. The fee of the Arbitrator, as well as other expenses connected with the formal hearing other than the initial filing, shall be borne equally by both parties.
  - d. Unless both parties agree in writing to waive the use of a Court Reporter, a Court Reporter will be used for every arbitration hearing involving a termination and the parties will share equally the cost of the original and one (1) copy of the transcript, as well as the per diem fee of the Court Reporter. All other matters not involving a termination do not require a Court Reporter unless the parties mutually agree.
  - e. The parties acknowledge that they have an obligation to police the Agreement. Accordingly, the Arbitrator shall have no authority to award backpay or any other economic remedy more than fourteen (14) days prior to the date of the filing of the grievance.
- 21.7 A Field Representative or qualified representative of the Union may, with the employee's written authorization, and as relates to a particular grievance concerning the interpretation or application of this Agreement, inspect relevant material in such employee's personnel file upon which the Hospital is or will be relying.

21.8 The time limits provided for herein may be waived only by the mutual written agreement of the Hospital and the Union.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

22.1 It is mutually agreed that it is the duty and right of the Administration to manage the Facility and direct the workforce.

22.2 The Employer retains the right to hire, direct and schedule the workforce; to plan, direct, and to control operations; to discontinue or reorganize any or all departments or operations; to transfer, to promote, layoff, and discharge employees for just cause; to implement reasonable rules, regulations and employment policies; to introduce new or improved methods of facilities and in all respects to carry out the ordinary and customary functions of Management. All other rights of the Employer are also expressly retained even though not particularly enumerated above. The foregoing provisions shall be subject to the terms and conditions of this Agreement. The terms and conditions set forth in the Employer's Employee Handbook shall govern the employment of employees covered by this Agreement to the extent that the Employee Handbook is not inconsistent with this Agreement.

## **ARTICLE 23 – SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provisions to any persons or circumstances be ruled contrary to applicable law, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

## **ARTICLE 24 – NO STRIKE-NO LOCKOUT**


There shall be no strike (sympathy or otherwise), slowdown, walkout, shutdown, or stoppage of work by the Union or Union employees and no lockout by the Employer during the life of this Agreement. The Union shall provide a minimum of 10-days' notice of any leafleting, press conference or any similar activity at the Hospital.

## ARTICLE 25 – TERM OF AGREEMENT

This Agreement is effective July 1, 2021 and shall remain in full force and effect through June 30, 2024 and from year to year thereafter unless either party shall deliver to the other written notice of its desire to terminate or amend the Agreement at least ninety (90) days prior to June 30, 2024.

Dated this 6<sup>th</sup> day of January, 2022

**National Union of  
Healthcare Workers**



Sal Rosselli  
President

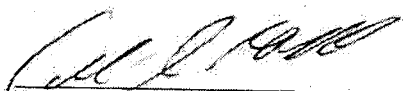
Date: 1/6/2022



Ralph Cornejo, Director

Date: 1/6/2022

**Kindred Hospital  
Rehabilitation Services  
Santa Cruz**



Edward Goddard  
Vice CEO of Labor Relations

Date: 1-6-2022

### **NUHW Bargaining Committee**

Elisabeth Brown

Elizabeth Costella

Natalia Agüero Tinsey

Loren "Tracy" Valle

Lilinoe Manischalchi

Laura Ostermann

Rebecca Friedman

Tea Taylor

Lisa "Lilly" Sell

## APPENDIX A

### 1. EMPLOYEE HANDBOOK

Employees are covered by the policies and procedures established by the Employee Handbook including drug testing and are expected to adhere to these policies and procedures except if they are specifically contradicted by this Agreement. The Employer retains discretion to modify the Employee Handbook, provided such modifications are reasonable.

### 2. BARRING CRIME AND PATIENT/CLIENT ABUSE

The Employer may suspend without pay any employee charged with a crime that would be deemed inappropriate to continue the employee's employment. The Employer shall immediately terminate any employee who commits patient/resident abuse, whether verbal or physical.

### 3. MAINTAINING A CURRENT LICENSE

All employees are required to maintain and demonstrate proof thereof that they have all licenses required to perform the duties of their job in order to maintain continued employment.

### 4. MISCELLANEOUS

#### a. Employee Gifts

The Employer may give gifts such as years of service awards, Christmas/Thanksgiving turkeys, and other special occasion gifts at its sole discretion but in an equitable manner. The presentation of such gifts shall not constitute a binding past practice on the Employer.

#### b. Paychecks

The Employer reserves the right to alter its dates of pay in its discretion provided any such modification does not result in a loss of pay for employees.

#### c. Policies

The parties agree that the Employer shall have the right to create, amend, abolish and modify personnel policies and procedures (e.g., absentee/tardiness policies, weekend makeup policies, dress policies, smoking policies, code of conduct policies, language policies, and production standards), provided that any policy change is posted at least fourteen (14) calendar days in advance of the change taking effect.

#### d. Employee Bonuses

The Hospital retains discretion to provide employee bonuses or gifts and to establish such programs like sign-on bonus, refer a friend, extra shift bonuses and the like in its sole discretion. The implementation of any of these programs shall not constitute a binding practice on the Hospital.

e. Call in Policy

Employees should call in sick as soon as possible in an effort to allow the Employer to attempt to find coverage, if necessary, with the current call in policy. The Employer will provide written direction to employees whom to call and shall post the same on the units.

f. Customer Service Initiatives/Kindred Trainings

Employees may be required to participate in customer service and Employer trainings to the extent required by the Hospital.