



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**Kindred Hospital  
Westminster**

**September 1, 2022 – August 30, 2025**

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## **ARTICLE 1 – PARTIES**

This Agreement, entered into between Kindred Hospital-Westminster, generally referred to herein as the “Employer” or the “Hospital” and the National Union of Healthcare Workers, generally referred to herein as the “Union” or “NUHW,” is intended to promote harmonious relations between the Employer and the Union, to establish an equitable and peaceful procedure for the resolution of differences, and to establish rates of pay, hours of work, and other terms and conditions of employment.

## **ARTICLE 2 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and conditions of employment for all employees employed by the Employer at its facility located at 200 Hospital Circle, Westminster, California in the bargaining unit certified in NLRB Case No. 21-RC-115357, and Case 21-RC-122658 which includes the following job classifications: all full-time, regular part-time, and per-diem Licensed Practical Nurses, Licensed Vocational Nurses, certified nursing assistants, dietary clerks, cooks, environmental services aides, food services aide handlers, materials management clerks, radiology technologists, unit secretaries, monitor technicians, respiratory therapists and respiratory care practitioners.

## **ARTICLE 3 – HIRING AND PROBATIONARY PERIOD**

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

A probationary period of ninety (90) days from the date of first hiring shall be established for newly hired full-time, and part-time employees. During the probationary period, the employee may be discharged for any reason which, in the opinion of Kindred, is just and sufficient, and there shall be no recourse to Article 26, Grievance Procedure and Arbitration. In situations where job performance, attendance, or conduct of the probationary employee is below expectations, the Employer may extend the probationary period to work with the employee at the Employer’s discretion, with notice to the Union. New employees who work less than twenty (20) hours per week shall serve a probationary period of one hundred twenty (120) calendar days. Any extension of the probationary period shall not affect benefit eligibilities.

The Union shall be given twenty (20) minutes to provide a new member orientation during the Employer’s normal orientation program for new hires in the bargaining unit. The Union will present the HR person with materials it intends to hand out at the orientation, for review. The Union shall not make derogatory statements about the Employer during the session. The Employer shall provide to the Union a list of new employees in advance of the scheduled orientation program. This list shall include first and last name, job classification, department, shift, cell phone number, and email.

## **ARTICLE 4 – EMPLOYEE CLASSIFICATIONS**

### **4.1 REGULAR FULL-TIME EMPLOYEES**

Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are regularly scheduled for at least thirty (30) hours per week. Regular full-time employees are eligible for all the employee benefits offered to bargaining unit employees.

### **4.2 REGULAR PART-TIME EMPLOYEES**

Employees who have satisfactorily completed their probationary period in a Classification covered by this Agreement and who are regularly scheduled less than thirty (30) hours per week. Regular part-time employees are considered to be eligible for those benefits specifically provided to them, as specifically provided in this Agreement or by law.

### **4.3 PER DIEM EMPLOYEES**

Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who are called for work on an as needed basis. Per Diem employees are required to be available for work at least one shift per pay period and one contractual Holiday per year. Per Diem employees are not eligible for benefits under this Agreement, however they are covered by all other provisions of this Agreement.

If a Per Diem employee is terminated and does not meet the above stated availability requirements, they shall have no recourse to the Grievance and Arbitration provision of this contract. However, nothing in this section shall preclude an employee from exercising their rights under the Grievance and Arbitration provisions of this contract in the case of a dispute over compliance with availability requirements.

### **4.4 TEMPORARY EMPLOYEES**

Employees who are hired for a limited period of time not to exceed four (4) months to fill a specific need. Such employees are not in the bargaining unit and are not covered by this Agreement.

### **4.5 RECLASSIFICATION**

- a. Part-time or per diem employees who work for a period of twelve (12) consecutive pay periods work thirty (30) or more hours each week will, upon the request of the employee, be reclassified as a regular full-time employee.
- b. Per diem employees who for a period of nine (9) consecutive pay periods work twenty-four (24) or more hours each week will, upon request of the employee, be reclassified as a regular part-time employee.

- c. If any employee is reclassified in accordance with either subsections a. or b. above the parties agree that any eligible benefits shall apply prospectively only.

## **ARTICLE 5 – UNION REPRESENTATION AND ACTIVITIES**

- 5.1 The Hospital agrees to permit duly authorized representatives of the NUHW to enter the premises at reasonable times for representational purposes including conferring with employees in connection with the administration of this agreement.

Such Union Representatives shall notify the Chief Executive Officer (CEO) or designee, in writing, at least two (2) hours in advance of any such visit, and shall notify the Hospital CEO or designee on arrival at the Hospital. Labor Representatives shall enter and exit through the lobby and shall sign in and out in the same manner that all visitors sign in and out. Union Representatives must provide a minimum of 2 hours written notice if they seek access during off-hours (5pm-7am), with the exception of emergency representational needs, in which case as much notice as possible shall be given. In no event shall a Union representative enter or attempt to enter the Hospital without advance notice being provided.

Such Union Representatives will confer with employees in non-patient care areas, a nursing station is considered a patient care area. Access to employee break/lounge areas and outdoor areas like parking lots and smoking areas will be allowed by the facility. Such visits shall not interfere with the Hospital's operations, with patients or their family members, or with the performance of duties assigned to the employees. When access to patient care areas are required for contract enforcement and/or investigation, the Union shall notify the supervisor of the relevant area at least 24 hours in advance. The Union shall not be permitted to conduct general union business such as votes or negotiation preparations on the Hospital's premises unless specifically authorized by the Hospital. Any such authorization shall not be precedent setting.

- 5.2 MEETING PLACES

Upon written request from the Union, at least one (1) week in advance, whenever possible, the Employer shall provide the Union access and use of conference rooms in the facility, including the Education Room (near the Pharmacy). Conference rooms will be used for the purpose of meeting with stewards and bargaining unit members on the employee's non work time.

- 5.3 BULLETIN BOARDS

The Employer shall provide a glass enclosed bulletin board on the first floor near the employee time clock. The Hospital shall maintain other current bulletin boards and posting practices. The Union will post notices of Union meetings, notices of Union elections and notices of Union events, including social or recreational activities. The Union agrees that it will not use the board for the posting of material that is disparaging

of the Employer, or that promotes a strike or work action at the facility. The above disparaging materials may be removed by the Hospital.

#### 5.4 SHOP STEWARDS

- a. The Union may select a reasonable number of 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.
- b. In those cases where there are two (2) or more Union representatives present in a meeting, one (1) Union representative will be designated as the Union's spokesperson.
- c. 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 26, Grievance Procedure and Arbitration.
- d. 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.
- e. 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 Field Representative and/or Shop Steward is available within seventy-two (72) hours. 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 observer.

#### 5.5 OBEYING PRIVACY LAWS

The Union and all Shop Stewards agree not to violate HIPAA, and all other laws pertaining to the privacy of patient confidential/medical information and access to medical records. Any questions about HIPPA obligations must be brought to the CCO or CEO in advance.

## **ARTICLE 6 – HOURS OF WORK & FLOATING**

#### 6.1 WORK SHIFTS

Hospital retains the right to determine all staffing levels and all staffing assignments, consistent with federal, state and local laws and regulations governing safe patient care practices and protocols, both for specific individuals and for groups of employees. The regular work day for most full-time employees shall be eight (8) hour, ten (10) hour, or

twelve (12) hour shifts. The Hospital may implement new schedules or scheduling procedures with sixty (60) days' advance notice to the Union. The Hospital shall negotiate the effect(s) of such changes with the Union, upon request, but such effects bargaining shall not delay the implementation of new schedules or scheduling procedures beyond the 60-day notice and effects bargaining period.

## 6.2 MEAL BREAKS AND REST PERIODS

### a. Meal Breaks

The Hospital must provide, and employees are entitled to take, and shall take, one 30-minute unpaid, uninterrupted, non-working meal period on every shift where six hours are scheduled and up to twelve (12) hours are worked. An employee shall have the opportunity to take this first meal period before the end of the fifth hour of work. If an employee works more than 12 hours (exclusive of the first 30-minute meal period), the employee is entitled to take, and shall take, a second 30-minute unpaid, uninterrupted, non-working meal period. Notwithstanding the foregoing, an employee who makes a written request shall be provided and entitled to take a second meal 30-minute unpaid, uninterrupted non-working meal period after 10 hours of work within their 12-hour shift. Upon signing a waiver, clinical employees can waive 1 of the 2 meal periods should they so choose.

### b. Rest Periods

The Hospital must provide, and employees are entitled to take, 15-minute rest breaks every four hours worked. In no case shall an employee be provided, or take a rest break of less than 10 minutes' duration. Rest periods should not be combined with meal periods and must not be taken at the beginning or end of the shift. On a 12-hour shift, three rest periods should be taken, after approximately two, six and ten hours of work. Rest periods are paid, but must be uninterrupted and non-working.

### c. Tracking Meals and Rest Periods

The Employer may establish reasonable procedures for the tracking and reporting of meal or rest periods. Employees shall comply with such reasonable procedures.

- d. The Employer shall make reasonable efforts to ensure that employees are relieved for their meal or breaks. In the event an employee believes they may miss their meal or break period they shall document such missed meal or break on a form provided by the Employer. Prior to missing a break or a meal, employees shall notify the supervisor on their unit of the possibility of missed meals/breaks. This will allow management to arrange for coverage to avoid missed meal or break penalties. In the event an employee is unable to take their meal or rest break, they shall be provided a premium payment equal to one hour of his/her base rate of pay for any day which his/her right under the applicable Industrial Welfare Commission Wage Order to the appropriate meal or rest period(s) is interfered with. The Employer shall promptly pay any premium payment due under this Section. Employees who report missed meal or rest periods due to inability to leave the workstation or Employer interference shall

not be subject to discipline in retaliation for such reporting missed meal or rest periods.

In the event an employee does not receive a penalty payment called for by this Article or otherwise has a dispute related to this Section, such dispute shall be resolved exclusively through the grievance and arbitration procedures under Article 26, or through an individual claim to the California Division of Labor Standards Enforcement (DLSE), but not both, provided that any single adjudication by either an arbitrator or the DLSE shall be final and binding as the means for addressing any disputed penalty payment or other dispute related to this Section. Nothing in this agreement prevents either party from appealing a decision from the DLSE as per DLSE rules and procedures.

### 6.3 WORK WEEK DEFINED

- a. The workweek is defined as the seven (7) day period commencing at 12:01 am on Sunday and ending at 12 midnight on Saturday. Payday is the following Friday.
- b. The workweek for full time employees is forty (40) hours, five (5) days per week or four (4) days per week, or thirty-six (36) hours, three (3) days per week. The work schedules established by the Employer are normal work hours of work and shall not be construed as a guarantee of hours per day or per week, or of days of work per week. Part-time, per diem and temporary employees may be scheduled to work up to twelve (12) hours a day and may be asked to work overtime.

### 6.4 WORK SCHEDULES

- a. The work schedules of employees shall be posted at least fourteen (14) days in advance of the beginning of each schedule. An employee's individual work schedule as well as their department and unit work schedule may be available electronically, with access for all employees in that department/unit to see their department/unit schedule. All schedule documents shall be reasonably legible without need of magnification. The Employer will give at least ten (10) days' prior notice of changes to the posted schedule, in situations not covered by Section 6.5, below (Cancellations/Flexing). In cases of changes to the posted schedule that would require an employee to work on one or more previously scheduled days off, the Hospital shall accommodate the employee's unavailability to work (for example, due to family commitments or another job), if necessary for the employee.
- b. Wherever practical and possible in light of the Employer's requirements under applicable law and regulations, the Hospital will use its best efforts to grant full time and part time employees schedules that include:
  - i. every other weekend off; and
  - ii. two consecutive days off per week.

No employee shall be required to work two (2) full shifts within a period of 24 hours.

- c. An employee shall be permitted to cancel a pre-scheduled additional shift or pre-scheduled additional hours with three (3) calendar days' notice, with no penalty.

## 6.5 CANCELLATIONS/FLEXING

### a. Every Effort to Avoid Cancellations/Flexing

Prior to making hours reductions on a daily or hourly basis, the Hospital shall make every effort to avoid daily cancellations/flexing. After making such efforts, the Hospital may make hours reductions on a daily or hourly basis for operational reasons (for example, a reduction in census or acuity), subject to any applicable terms in this Agreement. Such reductions can be made even after the schedule has been posted or during a shift. Cancellation/flexing must be approved by a supervisor, department manager or designee. Eligible employees who are cancelled/flexed may take the day off without pay or use PTO (where applicable), at the employee's discretion.

### b. Order of Cancellation/Flexing

Subject to patient care staffing needs, including adequate qualifications of employees, when it is necessary and unavoidable to cancel or flex an employee, the Hospital shall cancel/flex employees in the following order:

- i. The Hospital agrees to first seek volunteers, for all of the following categories before imposing mandatory cancellation/flexing. Volunteers may be accepted at any point in the process. Where the number of volunteers exceeds the number of employees to be cancelled/flexed, the Employer shall select volunteers, by seniority by shift, job position, and unit, in the following order:
  - (1) full-time employees;
  - (2) part-time employees;
  - (3) per diem employees;
  - (4) temporary employees, non-bargaining unit float pool workers, agency, or registry workers.
- ii. Prior to canceling full- and part-time employees on their regular schedule for low census, the Hospital will first cancel:
  - (1) non-bargaining unit float pool workers, agency, or registry workers;
  - (2) temporary employees;
  - (3) part-time then full-time employees working overtime or on extra shifts;
  - (4) per diem employees.
- iii. The Hospital will then cancel:
  - (1) part-time employees and
  - (2) full-time employees, based on rotating seniority by shift, job position, and unit, if appropriate.

- c. Once cancelled/flexed, an employee is considered off the schedule for that shift (or portion thereof), and shall not be required to maintain contact with the Hospital or be available to work, unless the employee has agreed to accept and be compensated for On-Call status, consistent with this Agreement, for the shift or portion thereof.

- d. Cancellation/Flexing Notice

The Hospital shall notify affected employees as soon as the need for cancellation/flexing is known to the Hospital. The Hospital shall call-off/flex employees at least two (2) hours prior to the commencement of their scheduled shift, if known. If the employee is not notified two hours before the shift, the Employer shall pay Reporting Pay when the employee reports to work. Reporting Pay provisions of this Agreement shall apply.

- e. Pattern or Practice Concerning Scheduling/Assignments

The parties understand that executing the mandates of scheduling in general and this Section 6.5, in particular, can be difficult at times in a healthcare setting. Accordingly, the parties agree that there shall be no economic remedy for the employee unless the Union can demonstrate a repeated and intentional failure for the Employer to follow the provision of this Section. Any concerns about the Hospital's intentional violation of this Section may be address through the grievance procedure with the first step brought to the Labor Management Committee.

## 6.6 PROHIBITION OF OFF-THE-CLOCK WORK SHIFTS

Employees shall not be disciplined or retaliated against for accurately recording all time worked, in compliance with this Section, even in the event that work is performed before or after a scheduled shift or during a scheduled meal period. Employees may not work "off-the-clock" (without clocking in at the time clock or using another accepted form of recording time). Prohibited "off-the-clock" work includes working prior to a shift without clocking in, working following a shift after clocking out, and working on an unpaid basis during a meal period. Employees who do not comply with this Section will be subject to progressive discipline.

## 6.7 REPORTING PAY

An employee required by the Employer to report to work, and who does report, will be provided with at least half (1/2) the usual or scheduled day's hours of work (not to be fewer than two (2) hours nor more than four (4) hours) or any combination of work and pay totaling four (4) hours at the employee's regular rate of pay. Any payment for work not performed shall not be treated as hours worked for any purpose. If the employee is offered work and elects to go home, then the employee shall not receive any reporting pay.

## 6.8 FLOATING

- a. The Hospital will only float employees qualified to perform assigned duties. If an employee believes he/she may not be qualified, the employee shall immediately

notify a supervisor and ask for an assessment of qualification. The supervisor may alter the assignment if necessary.

- b. The Hospital maintains discretion to determine when a float is necessary. When it is necessary to float, it shall be done by reverse seniority among all bargaining unit employees, subject to the Hospital's judgement of qualifications or unless patient care needs dictate otherwise.
- c. The Hospital shall float registry, traveler, and temporary employees prior to any bargaining unit employee, provided the employee is qualified and unless patient care needs dictate otherwise when the Hospital determines a float is necessary.
- d. No employee shall be subject to reprisal for bringing forward staffing concerns in good faith to the Employer, the LMCC, or the PCC.

## **ARTICLE 7 – ATTENDANCE AND PUNCTUALITY**

The Hospital may apply its Attendance and Punctuality Policy, consistent with the Policies and Procedures, Discipline and Discharge (including, without limitation, the Just Cause and Progressive Discipline provisions of that Article), Grievance Procedure and Arbitration Articles, and any other applicable portions in this Agreement. The parties agree that employees who call off work unexpectedly can cause significant staffing problems.

## **ARTICLE 8 – ADDITIONAL WORK**

8.1 The Employer shall attempt to replace a scheduled employee who is absent for any reason (e.g., vacation, call off due to illness, etc.) by offering work in the following manner and order. The Employer shall maintain a fair sign-up procedure to identify employees who are interested in being contacted and called in for additional work, when necessary. The sign-up list shall be established on a monthly basis, accessible to employee for a period before the work schedule is posted, and shall not be amended once the schedule begins.

Employees who are not on the sign-up list shall not be included in this process, except that the Employer may call employees who are not on the call-in list if there is no employee on the list available for work.

- 8.2 With regard to employees on the sign-up list, the Employer shall follow the call-in procedure below: by rotation, provided such employee has made him/herself available through procedures established by the Employer, as referenced above.
- a. Call in regular full and part-time employees on a non-overtime basis by seniority, by rotation, until they have worked forty (40) hours in a week (e.g., the Employer is not obligated to call a regular employee for a shift if any part of that shift would result in overtime);

- b. Call in per diem employees by seniority, by rotation;
  - c. Call in regular full-time and part-time employees to work on an overtime basis, by seniority, by rotation (e.g., the Employer will call a regular employee for a shift if the whole shift or any part of that shift would result in overtime).
- 8.3 A part-time or full-time employee on the sign-up list may decline a call to work without penalty. A part-time or full-time employee who chooses not to be called for additional work will advise the Employer in writing and it is agreed that the Employer will not make such calls. An employee on the call-in list who has been called for additional work and has declined each call for a period of three (3) months or more may be removed from the call-in list to aid in the efficiency of the call-in process. The Employer shall notify an employee who is removed from the call-in list. Nothing shall preclude an employee from joining the sign-up list as described in 8.1.

## **ARTICLE 9 – OVERTIME PAY**

- 9.1 Employees who are not working under special agreements for 10- or 12-hour shifts, are compensated for overtime as follows:

a. Overtime

All non-exempt employees who work more than 8 hours in a 24-hour day or work more than 40 hours in a 7-day workweek will be paid one and a half times their regular rate of pay for all worked hours over 8 daily, or over 40 weekly.

b. Double time

All non-exempt employees who work more than 12 hours in a 24-hour day will be paid double their regular rate of pay for all worked hours over 12 daily.

c. Consecutive Day Overtime

Employees are eligible for 7th consecutive overtime pay. The first 8 hours on the 7th consecutive day are paid at one and a half times their regular rate; hours over 8 on the 7th day are paid at double time.

9.2 10-HOUR AGREEMENT EMPLOYEES

Employees who have elected by written agreement to 10-hour shifts, have agreed to the following overtime alternatives:

a. Overtime

All non-exempt employees who work more than 10 hours but less than 12 hours in a 24-hour day or work more than 40 hours in a 7-day workweek will be paid one and one-half times their regular rate of pay for all worked hours.

b. Double Time

All non-exempt employees who work more than 12 hours in a 24-hour day will be paid double their regular rate of pay for all worked hours over 12 daily.

c. Consecutive Day Overtime

Employees are eligible for 7th consecutive day overtime pay. The first 8 hours on the 7th consecutive day are paid at one and one-half times (1½) times base rate; hours over 8 on the 7th day are paid at Double time (2x base rate).

9.3 12-HOUR AGREEMENT EMPLOYEES

Employees who have elected by written agreement to 12-hour shifts, have agreed to the following overtime alternatives:

a. Overtime

All non-exempt employees who work more than 40 hours in a 7-day workweek will be paid one-and-one-half times their regular rate of pay for all worked hours over 40.

b. Double Time

All non-exempt employees who work more than 12 hours in a 24-hour day will be paid double their regular rate of pay for all worked hours over 12 daily.

c. Consecutive Day Overtime

Employees are eligible for 7th consecutive day overtime pay. The first 8 hours on the 7th consecutive day are paid at 1-1/2 times base rate; hours over 8 on the 7th day are paid at Double time (2x base rate).

## **ARTICLE 10 – MANDATORY OVERTIME**

- 10.1 The Hospital and the Union recognize that mandatory overtime is not desirable and represents a burden on the employee. Acceptance of overtime and shifts beyond the employee's schedule shall be voluntary and in accordance with state law or regulations, except where there is an internal or external emergency declared by state, local or federal government or declared by the CEO/CCO or someone in a higher position.
- 10.2 An external or internal emergency, for the purposes of this Section, is defined as an unexpected and unavoidable situation of sudden occurrence of a serious and urgent nature that demands immediate attention.
- 10.3 In instances where Mandatory Overtime is required, the Hospital shall first solicit volunteers, then shall attempt to schedule registry or traveler employees, and finally may require Mandatory Overtime from employees by inverse seniority, and any overtime provisions in this Agreement or applicable law shall apply. The Employer shall try to accommodate the mandated employee's needs as best as possible under the

circumstances (e.g., extra calls home; visit home; shorter shift; release of the employee from the mandate, etc.).

- 10.4 The Hospital shall provide notice to the employee of any assigned Mandatory Overtime as soon as reasonably possible.

## ARTICLE 11 – HOLIDAYS

- 11.1 The Hospital's Holiday benefits are set forth in this Article. This Article applies to:
- a. Full-time employees who have been employed by the Hospital for at least 30 days; and
  - b. Part-time employees who regularly work at least 24 hours per week and who have been employed by the Hospital for at least 30 days.
- 11.2 The Hospital will not alter its pay practices regarding Holidays (including eligibility for Holiday benefits) during the term of this Agreement.

The following holidays will be observed by the Hospital. Holidays begin at 7:00 a.m. the morning of the Holiday, except Christmas and New Year's, which begin at 7:00 p.m. on the eve of those Holidays.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

An eligible employee shall not receive holiday pay if the employee does not work his/her full regularly scheduled workday immediately preceding and immediately following the holiday and his/her full scheduled holiday shift, for any reason other than a low census cancellation/flex by the Hospital. In other words, the employee shall not lose holiday pay if he/she is cancelled/flexed by the Hospital.

Employees shall not receive holiday pay if they are out of work because of a layoff, temporary illness, or any type of leave of absence, whether paid or unpaid. If a holiday falls within an employee's vacation period, the holiday will be paid and the vacation day will remain credited to the employee.

Eligible employees scheduled to work on designated holiday shall receive one and one-half (1.5) times their regular hourly rate of pay for all hours worked on a designated holiday.

Eligible employees who do not work the holiday will receive up to eight (8) hours of holiday pay (prorated based on hours worked in the past). Shift, weekend and other differentials shall not be included in holiday pay, for employees who do not work the holiday.

Holiday pay is not considered hours worked and shall not be considered in the calculation of overtime pay.

## ARTICLE 12 – COMPENSATION

All wage increases, including, without limitation, base hourly rate increases, longevity increases and lump sum bonuses, shall cease upon expiration of this Agreement on June 30, 2025. All wage rate increases shall be effective the first full pay period after the dates indicated.

### 12.1 ACROSS-THE-BOARD WAGE RATE INCREASES

#### a. 2022

- i. Effective the first full pay period in September 2022 after ratification of this Agreement, the Hospital shall provide the greater of a 4% increase to FT and PT employees with 6 or more months experience or a move to the applicable step on the new Hiring Grid based on the employees' continuous service in their current job classification, subject to the crediting language below. No employee may be below the minimum Step 0 on the Hiring Grid for their classification regardless of years of experience or any Wage Increase Cap placed on a wage increase. The parties agree that there shall be a 15% Wage Increase Cap on any employee increase except as necessary to bring employees to the applicable Step 0 for their job classification.
- ii. Effective the first full pay period after ratification of this Agreement, the Hospital shall provide the greater of a 3% increase to PD employees with 6 or more months experience or a move to the applicable Step on the new Hiring Grid based on the employees' continuous service in their current job classification, subject to the crediting language below. No Per Diem employees, regardless of their years of experience, shall be placed below Step 5 of the Hiring Grid for their applicable job classification. The parties agree that there shall be a 15% Wage Increase cap on any employee increase except as necessary to bring employees to the applicable Step 5 for their job classification.
- iii. Crediting Language. RNs shall receive 1 year credit for every 2 full years completed LVN continuous years of service to the Hospital, rounded down, and similarly RNAs shall receive 1 year credit for every 2 full years completed RN continuous years of service with the Hospital, rounded down. No employee shall receive more than 5 years credit under this Crediting Language for continuous service with the Hospital in another job classification.

#### b. 2023

- i. Effective the first full pay period following October (Brea) and November (Westminster), the Hospital shall provide the greater of a 3% increase to FT and PT employees with 6 or more months experience or a move to the applicable step on the new Hiring Grid based on the employees' continuous service in their

current job classification, subject to the crediting language below. No employee may be below the minimum Step 0 on the Hiring Grid for their classification regardless of years of experience.

- ii. Effective the first full pay period following October (Brea) and November (Westminster), the Hospital shall provide the greater of a 2% increase to PD employees with 6 or more months experience or a move to the applicable Step on the new Hiring Grid based on the employees' continuous service in their current job classification, subject to the crediting language below. No Per Diem employees, regardless of their years of experience, shall be placed below Step 5 of the Hiring Grid.
  - iii. Crediting Language. RNs shall receive 1 year credit for every 2 full years completed LVN continuous years of service to the Hospital, rounded down, and similarly RNAs shall receive 1 year credit for every 2 full years completed RN continuous years of service with the Hospital, rounded down. No employee shall receive more than 5 years credit under this Crediting Language for continuous service with the Hospital in another job classification.
- c. 2024
- i. Effective the first full pay period following October (Brea) and November (Westminster), the Hospital shall provide the greater of a 3% increase to FT and PT employees with 6 or more months experience or a move to the applicable step on the new Hiring Grid based on the employees' continuous service in their current job classification, subject to the crediting language below. No employee may be below the minimum Step 0 on the Hiring Grid for their classification regardless of years of experience.
  - ii. Effective the first full pay period following October (Brea) and November (Westminster), the Hospital shall provide the greater of a 2% increase to PD employees with 6 or more months experience or a move to the applicable Step on the new Hiring Grid based on the employees' continuous service in their current job classification, subject to the crediting language below. No Per Diem employees, regardless of their years of experience, shall be placed below Step 5 of the Hiring Grid.
  - iii. Crediting Language. RNs shall receive 1 year credit for every 2 full years completed LVN continuous years of service to the Hospital, rounded down, and similarly RNAs shall receive 1 year credit for every 2 full years completed RN continuous years of service with the Hospital, rounded down. No employee shall receive more than 5 years credit under this Crediting Language for continuous service with the Hospital in another job classification.

d. Hiring Grid

The 2022 Hiring Grid that takes effect upon Ratification shall increase by 2% in January 2023 and another 2% in January 2024. The maximum rates shall increase by

1.5% in Year 2 and Year 3 as proposed, however, the Parties agree that the maximum rates shall remain in the Agreement but shall not apply during the life of the Agreement. The Hospital retains discretion to increase the Hiring Rate (Step 0) for any or all classifications upon notice to the Union and all subsequent Hiring Grid Steps shall be 2% between Steps unless the Hospital uses its discretion to increase such % between some or all of the Steps for some or all of the classifications and so notifies the Union. In no event may the Hospital reduce the % between Steps below 2% without approval from the Union. (See Max Rate language below)

12.2 LONGEVITY INCREASES

a. 2022 Ratification Wage Increase

In addition to the 4% increase for FT and PT above, the Hospitals shall pay Longevity Increases to full and part-time employees (not per diem) as follows. These Longevity Increases shall not be subject to the 15% cap in 2022 and shall be added to employees' base wage rates after the minimum 4% increase, true-up to scale, and increase to minimum wage rates have been calculated.

Continuous Years of Service at Hospital	Longevity % Increase to Base Wage
5 - 9 Years	1%
10 - 15 Years	2%
16 - 19 Years	3%
20+ Years	4%

b. 2023 October/November & 2024 October/November Wage Increase

In addition to the 3% increase for FT and PT above, the Hospitals shall pay Longevity Increase to full and part-time employees (not per diem) as follows. These Longevity Increases shall be added to employees' base wage rates after the minimum 3% increase, true up to scale and increase to minimum wage rates have been calculated.

Continuous Years of Service at Hospital	Longevity % Increase to Base Wage
5 - 9 Years	1%
10 - 15 Years	1.5%
16 - 19 Years	2%
20+ Years	2.5%

12.3 LUMP SUM BONUSES

Consistent with current practice, during the term of this Agreement, all employees who have reached the maximum pay rate for their classification shall receive a lump sum bonus instead of an hourly wage rate increase. Such lump sum bonus shall be paid at the same time as wage rate increases are provided to non-maxed out employees, at the same percentages specified in Section 12.1 above (either 4% or 3% for FT and PT employees

and the amounts set forth above for PD employees). The Parties agree that the maximum rates shall remain in the Agreement but shall not apply during the life of the Agreement.

12.4 MINIMUM WAGE RATE INCREASE

Should any federal, state or local minimum wage law or ordinance so require, the Hospital may immediately increase the hourly base rate of any employee to meet the applicable minimum wage.

Increases required by law to meet state minimum wage requirements shall have that percentage increase credited against the across-the-board increase(s) provided for under this Agreement. For example, any employee who receive increase to new \$12 minimum (2019), \$13 minimum (2020) or \$14 minimum (2021) shall have the amount of that increase count (i.e., offset) her other increase in those years. This offset shall not carry over into a subsequent year. For example, any increase due to state minimum increase in 2019 shall not offset increases in 2020.

12.5 MAXIMUM WAGE RATE INCREASES

Hospital agrees to increase the maximum of the rate ranges of the hiring grid by 1.5% in 2023 and 2024.

12.6 NO WAGE REDUCTION

No employee shall have his or her base wage rate or premium pay/differentials decreased as a result of this Agreement.

12.7 SPECIAL PAY PRACTICES/DIFFERENTIALS

a. Shift Differentials

Position	Shift Differential	
Cook	Shift 2: \$0.85/hour	Shift 3: \$1.30/hour
Food Service Aide	Shift 2: \$0.85/hour	Shift 3: \$1.30/hour
EVS Aide	Shift 2: \$0.85/hour	Shift 3: \$1.30/hour
LVN	Shift 2: \$3.00/hour	
Monitor Tech	Shift 2: \$2.00/hour	
CNA	Shift 2: \$2.00/hour	
Phlebotomist	Shift 2: \$1.50/hour	
RN	Shift 2: \$3.00/hour	

Effective the first full pay period following July 1, 2020, Shift Differentials for EVS, Cooks, Food Service and Dietary Aides shall increase by fifteen (15) cents from .85 to \$1.00 per hour worked.

b. Weekend Premiums

- i. A Weekend Premium shall be paid to employees who work during Weekend Premium Zones, in accordance with the following:

Position	Weekend Premium	
RN/RN Adv Skills	Weekend 1: \$2.00/hour	Weekend 2: \$5.00/hour
LVN	Weekend 1: \$2.00/hour	Weekend 2: \$5.00/hour
Monitor Tech	Weekend 1: \$1.00/hour	Weekend 2: \$3.00/hour
CNA	Weekend 1: \$1.00/hour	Weekend 2: \$3.00/hour
Resp Therapist	Weekend 1: \$1.00/hour	Weekend 2: \$4.00/hour

Effective the first full pay period following July 1, 2020, a Weekend Premium of \$1.00 shall be paid to those who work weekends in the following classifications: EVS, Cook, Food Service Aides and Material Management/Admitting Clerks.

- ii. The Weekend Premium Zone is Friday, 7:00 p.m. until Monday, 7:30 a.m. Weekend 1 is the 7:00 a.m.-7:30 p.m. shift and Weekend 2 is the 7:00 p.m.-7:30 a.m. shift.
- iii. Employees must work at least four (4) hours within the actual Weekend Premium Zone in order to qualify for Weekend Premiums. Early clock-ins of up to two (2) hours and late clock-outs of up to two (2) hours will be paid as premium if the minimum number of hours worked within the Weekend Premium Zone is met. Work intervals that exceed two (2) hours ahead of or beyond the Weekend Premium Zone are considered part of the zone in which they fall and a Shift Differential will not be paid for such hours.
- iv. Weekend Premiums are paid for only for qualified hours worked during the defined Weekend Premium Zone, including overtime and holidays worked.
- v. Weekend Premiums, where applicable, replace the Shift Premiums set forth in Section 12.1 above.
- vi. All Weekend Premiums are paid at the straight hourly rate shown in the table above for both regular and overtime hours worked.

c. Preceptor Premiums

Position	Preceptor Premium
CNA	\$0.50/hour
Monitor Techs	\$0.50/hour
RN/ RN Adv Skills	\$3.00/hour
LVN	\$3.00/hour
Resp Therapist	\$1.00/hour

d. Supervisor Differential

Employees who are temporarily assigned to perform, and do perform, supervisory/lead duties (including higher level management duties) that are not included in their normal job duties shall be paid a Supervisor Differential at the following rates for all hours worked during such temporary supervisory/lead assignment:

Position	Supervisor Differential
Respiratory Therapist	\$1.50
RN / RN Adv Skills	\$1.50

e. Charge Nurse Premium

Designated Charge Nurses will receive a premium of \$1.00 per hour worked as a Charge Nurse.

f. On Call Premiums

- i. The Hospital may expressly designate Radiology Techs to be On Call. On Call status shall be rotated among qualified Radiology Techs to the extent reasonably possible. Radiology Techs designated by the Hospital to be On Call are compensated with an hourly On Call Premium paid on all hours of the scheduled-On Call Interval at the rate of \$4.50/hour.
- ii. Radiology Techs designated by Hospital to be On Call must be available by phone or pager and be available to report to work as needed. A "Call In" is when an On Call Radiology Tech is called in to work.
- iii. The On Call premium shall not be paid for hours worked.
- iv. Each Call-In occurrence in which the On Call Radiology Tech must report to work during the On Call Interval is paid at a minimum of two (2) hours pay at one-and-one-half times the Radiology Tech's base rate of pay.
- v. If a Call In exceeds this minimum, hours worked during the Call In shall be paid one-and-one-half times the Radiology Tech's base rate of pay. If the Call In Radiology Tech employee is already into overtime hours, no additional Call In premium shall apply.
- vi. Only hours worked during a Call In shall count toward benefit accruals (if applicable) or to overtime thresholds.

g. Per Diem Employees

Per Diem Employees shall be paid a base hourly rate 10% above the base hourly rate that would apply if the same employee was a full-time or part-time employee.

Per Diem rates including any per diem premium shall not exceed the maximum of the rate range for the classification.

h. Extra Shift Premium

- i. Subject to the following conditions, the Hospital will pay an Extra Shift Premium (ESP) to full-time and part-time employees who work a full or partial shift on their scheduled day off, either to cover another employee's unscheduled absence or due to an increased staffing need as determined by the Hospital. Such a shift shall be referred to as an "ESP-eligible shift."
- ii. For RN and RN Advanced Skills classifications, the value of the ESP shall be \$125 for an extra shift of 12 or more hours. For Respiratory Therapist classifications, the value of the ESP shall be \$100 for an extra shift of 12 or more hours. For LPN/LVN and Monitor Tech classifications, the value of the ESP shall be \$75 for an extra shift of 12 or more hours. For CNAs, the value of the ESP shall be \$50 for an extra shift of 12 or more hours.
- iii. The ESP for an extra shift of less than 12 hours will be prorated. For example, an ESP of \$41.67 shall apply to an extra shift of 10 hours' duration in a CNA classification.
- iv. To receive an ESP, the full-time or part-time employee working the extra shift:
  - (1) Must work a minimum of 24 hours in each week of the pay period during which the ESP-eligible shift is worked; and
  - (2) Must *not* call off of a scheduled or extra shift during the same pay period in which the ESP-eligible shift is worked.
- v. In the event the Hospital at its sole discretion chooses to implement an Extra Shift Program under this Agreement, the Hospital shall provide the Union with seventy-two (72) hours' notice prior to the date of the implementation. In such notice the Hospital shall include the projected end date of the ESP. In the event the Hospital chooses to extend the end date that was originally noticed to the Union, the Hospital shall notify the Union no less than 48 hours prior to the original end date, and advise on a new end date.

i. Extra Duty Premium

- i. RNs who normally work in the Med/Surg unit and who take on additional responsibilities by floating to the ICU shall be paid an Extra Duty Premium ("EDP") in the amount of \$50.00 per shift worked in the ICU.
- ii. This EDP shall be prorated based on the number of hours actually worked in the ICU.

**ARTICLE 13 – MEDICAL, DENTAL AND VISION INSURANCE AND VOLUNTARY INSURANCE PLANS**

- 13.1 Beginning the month following their first two full months of employment, all bargaining unit employees who are regularly scheduled to work thirty (30) hours a week or more are eligible to participate in the Employer’s standard medical, dental and vision plans and voluntary insurance plans, in the same manner and to the same extent that such plans are offered to the Hospital’s non-bargaining unit employees, except as specified in this agreement.
- 13.2 Except as specifically provided in this Article, the Employer reserves the right to change, alter, amend or eliminate its standard medical, dental, vision, and voluntary insurance plans including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that:
  - a. any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the Hospital; and
  - b. Kindred gives the Union thirty (30) days’ notice of any change to the extent reasonably possible.

If Kindred eliminates its wellness program, the Employer agrees to meet and discuss with the Union how to implement such elimination consistent with Section 13.3, below.

13.3 NO INCREASES TO EMPLOYEE CONTRIBUTION PERCENTAGES (KAISER MEDIUM PLAN)

During the term of this Agreement, the Hospital agrees to maintain and not to increase the employee percentage of the total monthly premium for the Kaiser Southern California Medium plan choices. In other words, if an employee paid 17.8% in 2021 of the total monthly premium for Kaiser/employee-only coverage, the employee shall pay 17.8% of the total monthly premium in 2022, 2023 and 2024.

13.4 KAISER MEDIUM PLAN AND COST

The Employer shall provide the Kaiser Medium Plan (the current plan) at the following percentage costs for employee and family coverage, subject to later provisions in this Article.

<b>Kaiser Medium Plan</b>		
Coverage Level	Employee %	Employer %
Employee only	17.8%	82.2%
Employee + spouse	28.8%	71.2%
Employee + kids	25.1%	74.9%
Family	29.7%	70.3%

### 13.5 CHANGES TO KAISER MEDIUM PLAN

The parties understand that the benefits of the Kaiser Medium plan may be changed by Kaiser based on Kaiser's offerings to the Employer and that any such changes are permissible under this Agreement. The parties agree that the Employer shall select a Kaiser plan that is most similar to the current Kaiser Medium Plan if Kaiser no longer offers the same benefits plan under the present Kaiser Medium plan. If the Kaiser Medium plan is changed, the Employer shall notify the Union in writing and the Employer and the Union shall bargain over the proposed changes if so requested within fourteen (14) days of notification to the Union. If the parties are unable to reach a timely agreement on this issue, Kindred may impose the proposed changes provided they are also made to the non-union, non-exempt employees at the Hospital.

### 13.6 KAISER HIGH PLAN AND COST

The Employer shall also continue to offer an enhanced Kaiser plan, referred to as a Kaiser High Plan, on the same plan terms and at the same costs as offered to non-represented non-exempt employees at the Hospital. The High Plan provides a higher level of benefits and coverage than the standard medium plan.

The Parties expressly intend to ensure that the continuation of the High Plan shall be on a "cost neutral" basis to the Employer.

Employees electing the High Plan shall pay the difference in the total premium cost for the selected level of enrollment status for the High Plan less the premium cost the Employer would have paid for that same enrollment status level of coverage for the Medium Plan.

For example, if the Employer would pay \$500 per month for an employee's level of coverage under the Medium Plan, the Employer would pay that same \$500 per month if the employee elects that same level under the High Plan.

The parties understand that the benefits of the Kaiser High plan may be changed by Kaiser based on Kaiser's offerings to the Employer and that any such changes are permissible under this Agreement. The parties agree that the Employer shall select a Kaiser plan that is most similar to the current Kaiser 2021 High Plan if Kaiser no longer offers the same benefits plan under the present Kaiser High plan. If the Kaiser High plan is changed, the Employer shall notify the Union in writing and the Employer and the Union shall bargain over the proposed changes if so requested within fourteen (14) days of notification to the Union. If the parties are unable to reach a timely agreement on this issue, Kindred may impose the proposed changes provided they are also made to the non-union, non-exempt employees at the Hospital.

The Employer's decision not to immediately cease the Kaiser "High" plan during the middle of a calendar year at the expiration of the Agreement does not affect its ability not to offer a High Kaiser plan with the beginning of a new coverage year (i.e., the following

January). The parties acknowledge that the Hospital maintains discretion to cease offering the Kaiser “High” Plan during an open enrollment period.

### 13.7 RESTRICTIONS AGAINST CADILLAC OR EXCISE TAX

The parties agree in no event shall Kindred be required to pay an excise tax as a result of the medical plans offered under this Agreement being subject to the co-called “ACA Excise Tax” under the ACA. Should it appear that any such plan might be subject to the ACA excise tax, the parties agree to meet to discuss alternative plan designs that will avoid payment of such a tax. In the event the parties cannot agree on an alternative plan design(s), the parties agree to mediate their disputes using the offices of the FMCS. Failing a timely resolution through mediation, Kindred may implement a plan using the same or similar carriers that is reasonable and narrowly tailored to avoid payment of the excise tax but that diminishes the benefits and enhances the costs to the last extent possible given the plans offered by Kaiser. The Union may grieve and arbitrate if it does not believe the provisions of this Section have been met.

## **ARTICLE 14 – GROUP LIFE INSURANCE**

Employees covered by this Agreement shall be entitled to the life insurance and death and dismemberment insurance program offered by the Employer. The Employer reserves the right to change, alter, amend or eliminate its insurance plans covered by this Section, including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the facility.

## **ARTICLE 15 – SHORT- AND LONG-TERM DISABILITY INSURANCE**

Employees covered by this Agreement shall be entitled to the Short Term and Long-Term Disability Insurance Plans offered by the Employer. The Employer reserves the right to change, alter, amend or eliminate its insurance plans covered by this Section, including changes to the conditions or costs for coverage, the plan choices offered, benefits provided and employee premiums, provided that any such action is consistent with changes made to the plan for non-exempt, non-bargaining unit employees in the facility.

## **ARTICLE 16 – 401(K) PLAN**

16.1 The Kindred 401(k) Plan shall be offered to eligible employees in the same manner and to the same extent as offered to the Hospital’s non-exempt, non-bargaining unit employees. Any dispute involving the Plan shall be resolved under the Plan’s dispute resolution procedure and shall be expressly excluded from the Grievance and Arbitration procedures of this Agreement. The Employer reserves the right to change, alter, amend or eliminate the 401(k) Plan provided:

- a. any such action is consistent with changes made to the Plan for non-exempt, non-bargaining unit employees in the facility; and
- b. the Employer provides at least thirty (30) days' notice to the Union regarding changes in any of the benefits provided for in this Article to the extent reasonably possible.

## **ARTICLE 17 – PAID TIME OFF (PTO)**

- 17.1 The Employer will extend a paid time off (PTO) program to Hospital bargaining unit employees on the same terms and conditions as it extends to Hospital non-bargaining unit employees at the facility, as amended from time to time in the Employer's discretion, and except as specifically set forth herein. Part-time and per diem bargaining unit employees and any employee regularly scheduled to work less than thirty (30) hours a week, are not eligible for PTO.
- 17.2 Use of accrued PTO hours must be scheduled and approved in advance by the CCO, or designee.
- 17.3 All PTO requests for the use of accrued vacation hours must be submitted in writing to the Department Manager or designee at least two (2) weeks before posting of the next/new schedule. Untimely requests may be denied on that basis alone.
- 17.4 Requests for PTO will be considered on a first come, first served basis, depending on the staffing needs of the facility. All else being equal, seniority will govern. Use of PTO during critical periods as determined by the Employer or prime vacation times (e.g., summer, winter break, spring break) may be restricted to two (2) weeks maximum per employee.
- 17.5 Employees who experience an unscheduled absence due to illness or emergency are required to notify their supervisor in accordance with the Hospital's policies. No Employee shall be disciplined for reasonable use of PTO for sick leave.
- 17.6 Employees must first use their vested PTO when they are away from work, unless unpaid time off from work is approved by the Hospital, except for cancellations or flexing, when use of PTO is optional.
- 17.7 PTO may only be used for hours that the employees is regularly scheduled but does not work. PTO may not be used to supplement pay for time away from work that the employee is not scheduled to work.
- 17.8 The Hospital reserves the right to require a physician's statement from employees who miss three or more consecutive scheduled days of work, and/or from employees who have patterned absences. Notwithstanding the receipt of a physician's statement, unscheduled absences will be treated as occurrences under the attendance policy due to the importance of having sufficient staffing levels for patient care.

- 17.9 Employees who change from PTO-eligible status to PTO-ineligible status are not eligible for PTO accrual beginning in the pay period containing the effective date of the status change.
- 17.10 All vested PTO balances will be paid at the base rate of pay as of the day prior to the change in status. All accrued but not vested PTO balances will be forfeited unless otherwise required by law.
- 17.11 Bargaining Unit employees will be eligible to cash out some or all vested PTO hours on the same terms and conditions as non-bargaining unit employees at the facility.
- 17.12 Vested PTO is payable upon employment termination. Accrued but not vested PTO is not paid out unless required by law. Employees will be paid their regular base rate of pay for all PTO time used. Shift or other differentials shall not be included in any paid PTO time.

## **ARTICLE 18 – LEAVES OF ABSENCE**

The Hospital will provide leaves of absence in accordance with this Agreement and law, and shall practice fair and lawful procedures for approval of leaves of absence.

### **18.1 STATUTORY LEAVES**

The Employer will comply with its obligations under federal and state law regarding leaves of absence, including but not limited to leaves of absence under the Pregnancy Leave Act, California Family Rights Act, California Family Leave Act, the federal Family and Medical Leave Act of 1993, California Workers' Compensation laws, Americans with Disabilities Act (ADA) and the federal Uniform Services Employment and Reemployment Act. An employee who meets the requirements will be granted family leave under the California Family Rights Act for care of a "domestic partner."

### **18.2 PERSONAL LEAVES**

Personal leaves up to eight (8) weeks shall be granted at the reasonable discretion of the Employer, unless such leave is required by law. This leave may be extended upon request, at the reasonable discretion of the Employer.

### **18.3 PERSONAL MEDICAL LEAVES**

In the event an employee has exhausted statutory leave limits and is still unable to return to work, the Employer will attempt to arrange for the employee to work on modified light duty, if possible, or grant an employee a leave of absence for a medical condition verified by a physician. The maximum additional leave shall be six (6) months.

#### 18.4 WORK RELATED MEDICAL LEAVES

The Employer will abide by state, federal and local law regarding the granting of work-related medical leaves to employees. The maximum leave shall be one year. Employees on a work-related medical leave shall receive up to twelve (12) weeks health insurance continuation or longer, as required by law.

#### 18.5 EXTENSIONS OF LEAVE

A leave of absence may be extended beyond the period required by law or Facility policies at the discretion of the Employer, but such extensions will not be precedent setting. All leaves of absences will be unpaid unless otherwise required by law.

#### 18.6 RETURN FROM LEAVE

An employee must provide at least two weeks' advance notice of the employee's return from leave. An employee timely returning from an approved or a legally protected leave of absence shall be returned to his or her former position, which will include his/her shift, classification, pay rate (with any intervening increases) and days off.

#### 18.7 DOCTORS' CERTIFICATION

For any medical-related leave:

- a. the employee must provide a certification from a medical doctor of the need for the leave and the expected duration of the leave, before taking leave if possible, in accordance with the Hospital procedures for such notice at the time leave is taken;
- b. the employee must provide a certification from a medical doctor that the employee can perform the job functions upon return from leave, before returning from leave in accordance with the Hospital procedures at the time-leave is taken; and
- c. the employee must provide additional medical certification of the need for leave, upon the Employer's reasonable request, if the need for leave is extended or becomes uncertain.

#### 18.8 UNION LEAVE

The Employer will grant one (1) employee at any given time a leave up to one (1) year for the purpose of working for NUHW. With four (4) weeks' notice, an employee may return to duty at any time during or at the end of the one (1) year period. The employee shall retain her/his original seniority date after return from the leave, and seniority will have continued to accrue for Benefit accruals and all other purposes.

#### 18.9 BENEFITS DURING LEAVE

No accrual benefits (such as PTO) will accrue during a leave of absence, except if otherwise required by law (*e.g.*, an employee on leave for a workplace injury or Family Leave will continue to accrue seniority during any such leave). An employee's seniority

date will not change during or after a leave of absence. However, the Union may request and shall be granted adjusted hire dates for certain leaves or lengths of leaves.

#### 18.10 TEMPORARY REPLACEMENTS

An employee hired to take the place an employee on leave of absence shall be so advised. Upon mutual agreement of the Union and the Employer, the time period limiting Temporary workers may be extended, case by case, to cover specific leaves of absence.

### **ARTICLE 19 – BEREAVEMENT LEAVE**

Employees shall be eligible for Bereavement Leave and pay. The Hospital agrees to recognize domestic partners along with immediate family members and also agrees that it will pay 12-hour shift employees 12 hours per day in Bereavement Pay, and 8-hour employees 8 hours per day, up to three paid days. Additionally, the Employer shall not unreasonably deny a request by an employee to extend Bereavement Leave beyond the three paid days, using personal leave time or the employee's PTO, as requested by the employee. The extension should not exceed two (2) weeks.

### **ARTICLE 20 – JURY DUTY**

Employees shall be eligible for Jury Duty leave and pay. The Hospital agrees that it will pay 12-hour shift employees 12 hours per day and 8-hour employees 8 hours per day in Jury Duty Pay, with a weekly maximum of the employee's normally scheduled hours and an annual maximum during any 12-month period of 120 hours.

### **ARTICLE 21 – EDUCATIONAL BENEFITS**

21.1 Eligible employees may participate in Kindred's Educational Assistance Program. The Employer reserves the right to change the Program provided the same action is consistent with changes made to the Program for other non-exempt employees in the Hospital, except that any employee enrolled in an eligible course(s) at the time will continue to be eligible for reimbursement up to a year as long as the employee completes the courses in the school year. The following is the current Kindred plan:

- a. Regular full-time employee for three (3) continuous months may apply for reimbursement of course costs, including tuition, books and lab fees, up to a maximum of \$2,500.00 each calendar year.
- b. To receive reimbursement, an employee must take courses that are related to her or his present job or future plans with the company, and she or he must attend an accredited college of university or reputable business or correspondence school.
- c. The Facility Administrator must provide prior written approval for all courses for which the employee is seeking reimbursement.

- d. Reimbursement will be made after the successful completion of the course and on the following basis:

<b>Graded Courses</b>	
Grade (or equivalent grade point)	Reimbursement
C and Above	100% of Course Costs
D and Below	0

<b>Ungraded Courses</b>	
Class Attendance	Reimbursement
95-100%	100% of Course Costs
90-94%	90% of Course Costs
85-89%	75% of Course Costs
75-84%	65% of Course Costs

- e. No benefit will be paid unless the school provides the employee's grade or attendance record. An employee must submit receipts for reimbursement no later than three (3) months from the date she or he receives a grade or attendance record in order to receive reimbursement.
- f. An employee must contact the Payroll/Benefits Coordinator from the appropriate Educational Assistance Reimbursement form.

## **ARTICLE 22 – SENIORITY**

Seniority shall commence on the most recent date of hire into the bargaining unit as a regular full-time or part-time employee, subject to termination of seniority provisions elsewhere in this Agreement. Per diems shall accrue no seniority, except amongst themselves. Non-bargaining unit members shall not be considered to have seniority.

Upon request but no more than once a quarter, the Hospital shall provide to an NUHW Steward or Representative a complete employee seniority list consisting of names, job title, most recent date of hire and whether full-time, part-time, or per-diem status, ranked in order of seniority, from most senior to least senior.

This section shall not preclude the Union from requesting a seniority list for the purposes of investigating a grievance or other contract administration matter.

## ARTICLE 23 – LAYOFF, RECALL, AND OPEN POSITIONS

23.1

- a. Seniority shall be by specific job classification and shall apply in cases of extended layoff and/or recall, except in cases where specialized work, skill, licensure or trained personnel are required.
- b. The Hospital shall notify the Union and potentially affected employees as soon as possible, but not less than thirty (30) days' notice prior to a layoff. The Hospital will, upon request by the Union, bargain over the effects of the layoff. Such bargaining will not delay the lay-off date, unless mutually agreed otherwise.

c. Layoff Procedure

The Hospital shall first request volunteers for layoff. If the Hospital cannot achieve the needed reductions through voluntary layoffs, the Hospital will select the least senior employee in each affected job classification by shift until the Hospital has achieved the needed reductions. Any employee selected for layoff shall have five (5) calendar days from notice of layoff to accept one of the following options:

- i. Accept the layoff;
  - ii. Elect to fill any vacant positions for which the employee is qualified to perform all of the position's duties;
  - iii. The employee may choose to "bump" the least senior employee in the same job classification, by department, then by shift provided the employee is qualified to perform the work and provided the employee is willing to accept that employee's work scheduled.
- d. Recall

Employees who are permanently displaced (laid off) will retain recall rights to open positions for twelve (12 months). The Employer will notify the Union Representative of open positions promptly as they occur, in the same job classification(s) as the laid off employee(s), and the Employer shall return the laid off employees in seniority order. If a laid off employee refuses to return to a comparable position (including shift and pay), the employee shall lose further recall rights. The employee is responsible for keeping their contact information current with the Employer and the Union.

For the period of Recall, employees who are permanently laid off shall have the right to bid on open positions for which they are qualified and shall be granted a position comparable to the position they previously held. If a position is not comparable, bidding shall be subject to the bidding process in Section 23.2, below.

- e. Employees who are permanently laid off may apply for any open position they are qualified for, that comes available in any unionized Kindred hospital anywhere in California and nationally. If the employee timely applies for a vacancy in another hospital, she/he shall be placed into the vacancy subject to the Union contract in place

at that facility, after the Hospital has completed its internal hiring process and before any hiring from outside the facility.

### 23.2 OPEN POSITIONS

- a. All open positions in regular full and part-time classifications covered by this Agreement shall be posted electronically on an internal website accessible to employees only for 7 calendar days before they may be filled permanently.
- b. Current employees who wish to be considered for such open positions shall submit an online application before the close of the seven (7) calendar day posting period. If no qualified employee submits a request by the 7th day (4pm), the Employer shall be free to fill the position from any source. The Employer shall select the qualified employee with the greatest seniority (with preference to full and part-time employees in the job classification and next full and part-time employees not in the job classification but within the department). However, the Employer is not required to select any employee, regardless of seniority, if within the year prior to the employee's request for the open position he/she received a final written warning or disciplinary suspension.
- c. Any employee hired for an open position under these provisions resulting in a change in job title shall be given a 30-day trial period. If the Employer determines that the employee has not performed in a satisfactory manner, the Employer shall return the employee to his/her former position (and pay), without a break in seniority, and repost the position.
- d. Any employee hired for an open position resulting in change of job classification shall receive an orientation to the new job classification consistent with the employee's skills and ability.
- e. The Employer remains free to fill any vacant position on a temporary basis while it follows the process set forth in this Section.

### 23.3 TERMINATION OF SENIORITY

Seniority shall be terminated under the following circumstances. These circumstances shall not be the exclusive instances in which employees may be discharged or otherwise lose their positions with the Hospital:

- a. Employee discharged for cause (as defined elsewhere in this Agreement);
- b. Employee resigns;
- c. Employee laid off for twelve (12) months or more (or for lesser period to match the employee's seniority if less than twelve (12) months);
- d. Employee transfers into non-bargaining unit position.

## **ARTICLE 24 – DISCIPLINE AND DISCHARGE**

### **24.1 JUST CAUSE**

Except during an employee's probationary period, the Employer shall only discipline or terminate an employee for just cause. Any discipline or discharge shall be subject to the grievance and arbitration procedure in this Agreement or legal remedies, if appropriate.

### **24.2 PROGRESSIVE DISCIPLINE**

Except for cases of serious misconduct or serious job performance deficiencies, which may result in immediate separation of employment, the Employer shall take a performance improvement and progressive corrective action approach. Progressive discipline steps include coaching, verbal counseling, written counseling and/or warning, final written warning or warnings, disciplinary suspension without pay, and termination of employment.

### **24.3 INVESTIGATORY SUSPENSION**

Employees shall be paid while on investigatory suspension for the employees' scheduled hours, including any differentials that would have applied if the employee had worked such scheduled hours.

### **24.4 WRITTEN DISCIPLINARY ACTION**

A written warning or other disciplinary notice is a document designated as such by the Hospital. An employee who receives a written warning or other disciplinary notice shall be given a copy of the document and may be asked to sign a receipt to acknowledge having received the document. Acknowledging receipt of the document shall not constitute an admission of the employee's agreement with the substance of the warning or other disciplinary notice.

### **24.5 DISCIPLINARY NOTICES, REBUTTAL, AND INSPECTION OF PERSONNEL FILE**

- a. There shall be one official personnel file for each bargaining unit employee. The employee shall have the right to inspect and to be provided, on request, with a copy of any document in the employee's own file.
- b. Employees will receive copies of all disciplinary notices placed in their personnel file and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- c. In any case where the Employer and the Union agree to revise personnel record material, the Employer shall, upon request, provide evidence of such revision.
- d. Use of Disciplinary Documents

No disciplinary documentation shall be utilized for progressive discipline beyond 12 months of its issuance, provided no further occurrence of the same nature has taken place within that time, in which case the 12-month period will start over. In the case

of a final written warning or disciplinary suspension for patient care issues, disciplinary documentation shall not be utilized for progressive discipline beyond 24 months of its issuance, provided no further occurrence of the same nature has taken place within that time frame, in which case the 24-month period will start over.

#### 24.6 PATIENT CARE COMPLAINTS

- a. In cases involving patient care, the Hospital may issue discipline if the Hospital had a reasonable and good faith belief after a thorough investigation which included a fair opportunity for the employee to tell his/her side of the story, that the alleged actions or failure to act occurred. The Employer agrees to submit to the Union the substantive results pertaining to the employee against whom discipline has been issued, of any investigation conducted by:
  - i. the Hospital; or
  - ii. the State of California Department of Health on the incident in dispute.
- b. The following factors will apply in determining whether the Employer's belief was reasonable and in good faith:
  - i. the strength of the Employer's investigation;
  - ii. the strength of the evidence supporting the allegation;
  - iii. the employee's work history;
  - iv. the resident's complaint history;
  - v. the resident's cognitive ability;
  - vi. physical evidence, if any; and
  - vii. other such factors traditionally reviewed in disciplinary cases.
- c. Employees have an affirmative duty to honestly cooperate in Employer investigations relating to employee conduct and patient care issues. Employees have an affirmative duty to report suspected patient abuse or violation of resident rights.
- d. The Employer and the Union agree that, absent exceptional circumstances, patients should not be compelled to be involved in the Grievance and Arbitration process. Therefore, the parties agree that the arbitrator shall decide whether to admit into evidence any statements received from patients who do not appear as witnesses at the arbitration (the arbitrator may also decide whether to admit statements from non-testifying family members and visitors). The Arbitrator shall also determine the appropriate weight to be given in the event of the failure of any patient, visitor, or family member to testify at arbitration, subject to cross-examination. The parties further agree that the arbitrator may allow patients, visitors, or family members to testify telephonically, subject to cross-examination, in cases where such persons are ready, willing and able to do so.
- e. The Arbitrator shall determine the weight of the Union's lack of access to interview and/or to cross-examine the Hospital's witness(es), if the Union lacks such access.

## ARTICLE 25 – COMPLAINTS

- 25.1 It is hoped that most questions arising under this Agreement can be settled short of following the formal Grievance Procedure. The Facility recommends that an employee who has a claim or complaint discuss the matter with his/her supervisor. If the employee prefers, however, the employee may first consult with a Union official on non-work time. There will be no retaliation against any employee for presenting a claim or complaint or for consulting a Union official in the first instance.
- 25.2 If an employee has any complaints, which the employee believes have not been properly considered by the supervisor, the employee may confer with the Administrator or his/her designated representative. At this conference, the employee may be accompanied by a Union official. The employee shall be entitled to an answer within a reasonable length of time.
- 25.3 Included among the subjects upon which conferences may be requested are problems relating to verbal warnings and other disciplinary actions, workloads, and adequate staffing.

## ARTICLE 26 – GRIEVANCE PROCEDURE AND ARBITRATION

- 26.1 Any problem arising in connection with the application or interpretation of the provisions of this Agreement, including the problems of discipline and discharge, which cannot be amicably adjusted between an employee of the Facility and the Department Head, or such other person as the Facility Administrator may designate, shall be reduced to writing, signed by the employee or Union representative, whichever is appropriate, and submitted to a Facility representative designated by the Facility. No grievance shall be considered unless it has been first presented in writing within thirty (30) days of the alleged incident(s) giving rise to the grievance. All incidents leading to disciplinary action must be presented to the employee within thirty (30) days of the incident(s). Failure to do this will make the disciplinary action untimely. The only exception shall be in a case of patient abuse, substantiated by State authorities, where the disciplinary time limits may be extended.

The Union has the right to grieve the changes to the Employer's Employee Handbook, regarding rules, regulations and employment policies as to their being reasonable when they are applied.

### 26.2 GRIEVANCE PROCEDURE

#### a. Step 1

A grievant or the Union representative shall present orally to the employee's immediate supervisor or department director the issue in dispute in an effort to resolve the issue informally unless both parties agree otherwise.

b. Step 2

If the parties are unable to resolve the dispute after an informal discussion as outlined above, the grievance shall be reduced to writing and filed with the CCO and with a copy to the Labor Relations Department. Within ten (10) calendar days of receipt of the written grievance by the CCO, the Union, employee(s) and the CCO/Manager and/or their designees shall meet and attempt to resolve the matter. Additional meetings may be scheduled by mutual agreement. Within ten (10) calendar days after the last meeting, the CCO or Manager shall provide an answer to the grievance in writing.

c. Step 3

If the answer provided in Step 2 above is not satisfactory, within ten (10) calendar days from when the answer was received, the Union may appeal the grievance in writing to the CEO with a copy to the Labor Relations Department. Within fourteen (14) calendar days the CEO and/or their designee shall meet with the Union and aggrieved employee(s). A written answer to the grievance shall be provided within ten (10) calendar days following the meeting. Kindred California Labor Relations Counsel or designee shall respond to any grievance involving suspension or termination.

d. Step 4 – Arbitration

If the Facility's response in Step 3 is not satisfactory, the Union may submit the grievance to arbitration by notifying the Facility and Labor Relations, in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Facility and Labor Relations within fourteen (14) calendar days after the Union's receipt of the Facility's Step 3 written response.

26.3 ARBITRATION

- a. Upon receipt of a timely, written request for arbitration, the Union and the Facility shall within thirty (30) days from the date of the appeal, select an impartial third party to be the Arbitrator to hear and determine the issues. The decision of the Arbitrator shall be final and binding on all parties, subject to the limitations of jurisdiction and authority contained in Subsection 26.3(c) of this Article, below. In the event the parties cannot agree on the selection of an impartial third party, within thirty (30) days they shall request a list of seven (7) Labor Arbitrators from the Federal Mediation and Conciliation Service. The parties shall, within five (5) days of the receipt of the list, alternately strike names from such list until one name remains, which person shall be the Arbitrator.
- b. The fee of the Arbitrator, as well as other expenses connected with the formal hearing, shall be borne equally by both parties.
- c. Unless both parties agree in writing to waive the use of a Court Reporter, a Court Reporter will be used for every arbitration hearing and the parties will share equally

the cost of the original and two (2) copies of the transcript, as well as the per diem fee of the Court Reporter.

The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof.

- i. The arbitrator shall have no power to add or subtract or modify any of the terms of this Agreement. In the event the arbitrator finds a breach of the Agreement, he/she must specifically state the provision violated and the evidentiary grounds supporting his/her decision. 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.
- ii. The Hospital shall not be required to pay back wages prior to eight (8) months before the date the grievance was filed, unless the violation was shown to be malicious.
- iii. All claims for back wages may be limited to the amount the employee otherwise would have earned, less any employment and unemployment benefit compensation the employee received. The award may consider other legal doctrines, as argued by the parties, such as mitigation of damages.
- iv. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

26.4 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 Facility is or will be relying.

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

## **ARTICLE 27 – CUSTOMER SERVICE/PATIENT SERVICE INITIATIVES**

Employees shall participate in any reasonable customer service or patient/family service initiatives of the Employer, work time permitting. The Employer will review these initiatives with the Union upon written request.

## **ARTICLE 28 – EMPLOYMENT BONUS PROGRAMS**

The Employer shall be privileged to offer sign on, refer-a-friend, extra shift, pick up shift and other employment bonuses that do not exist in the Agreement, in its discretion. The Hospital shall offer any such bonuses in a fair and equitable manner to all bargaining unit employees, who may be eligible for the specific bonus, and shall not engage in favoritism.

In the event the Hospital wishes to implement such additional bonuses, the Union shall be notified seventy-two (72) hours in advance of the implementation, and if so, requested by the Union, the parties shall meet and confer on the effects.

The Employer may increase the amounts of any such bonuses, temporarily or permanently, in its discretion. All such bonuses shall be accessible to employees in an equitable manner, and details regarding each bonus program shall be made available to employees upon request. Nothing in this article shall prevent the Hospital from offering a different bonus to similarly situated employees based on patient care needs.

## **ARTICLE 29 – GIFTS AND AWARDS**

The Employer may present employees with gifts (*e.g.*, Holiday Turkeys) and allow them to participate in similar employee recognition programs (*e.g.*, years of service award programs). Any such gifts, awards, recognition programs do not constitute a binding practice upon the Employer and may be discontinued by the Employer in its discretion, with prior notice to employees and the Union. All such gifts and reward programs shall be applied consistently among eligible employees.

## **ARTICLE 30 – POLICIES AND PROCEDURES**

The Employer may implement or amend Policies and Procedures (*e.g.*, uniform; attendance; no-smoking) if reasonable, provided such Policies and Procedures do not conflict with the provisions of this Agreement. The Hospital will provide the Union with at least thirty (30) days' notice before it intends to implement any new or modified Policy or Procedure. Upon request of the Union and beginning within ten (10) days of the notice, the parties agree to meet and bargain over the effects and impact of such changes. The Employer may proceed with reasonable policy changes after the thirty (30) day period, subject to any further effects bargaining or mutually agreed upon modifications.

The Hospital shall provide employees with a copy of the Employee Handbook, as may be amended consistent with this Article. The Union may request a Labor-Management Communications Committee meeting to discuss all Policies and Procedures, including the Employee Handbook, and all practices arising from such policies.

## **ARTICLE 31 – DRUG TESTING**

Kindred may continue its post-offer/pre-employment drug testing and background checks and may continue its reasonable cause drug testing, which shall include circumstances involving suspected drug diversion. The Hospital may apply this Policy, consistent with the Policies and Procedures, Discipline and Discharge (including, without limitation, the Just Cause and Progressive Discipline provisions of that Article), Grievance Procedure and Arbitration Articles, and any other applicable portions in this Agreement.

If an employee has a medical condition which could be mistaken for drug or alcohol use, the employee will have the opportunity to provide medical documentation of symptoms, which the Hospital will take into consideration in making a disciplinary decision. Nothing herein shall preclude an employee from exercising his/her legal rights to refuse drug testing however refusing to take a drug test when required may result in disciplinary action, up to and including discharge.

An employee has the right to consult with a Union Representative prior to taking any requested drug test. Provided there shall be no delay in the administrations of any test required by policy or this agreement due to the unavailability of a Union Representative.

## **ARTICLE 32 – SUBCONTRACTING**

- 32.1 If the Hospital decides to subcontract out any bargaining unit work, the Hospital agrees to notify the Union in writing at least sixty (60) days prior to the effective date. Upon written request of the Union, Kindred will meet with the Union to engage in good faith effects bargaining over the impact of such changes. This will not delay the subcontracting unless mutually agreed upon by Kindred and the Union.
- 32.2 Prior to the subcontracting, Kindred shall inform the subcontractor of the existence of the CBA and shall provide a copy of this Agreement to the subcontractor. Further, as a condition of subcontracting:
- a. the subcontractor will hire the majority of then-current bargaining unit employees of the Hospital (provided that the employees are qualified for the job(s)); and
  - b. the subcontracted employees will receive no less than the wages and differentials specified in this Agreement.

When the subcontractor hires substantially all of the bargaining unit employees, the subcontractor shall recognize the Union as the exclusive collective bargaining agent of the currently represented employees. The subcontractor will be encouraged to implement substantially equivalent PTO, health, dental and vision plans. Further, the subcontractor will be encouraged to offer life, disability and other insurance products through carrier(s). The Hospital will secure a third-party agreement (a contract signed by the Union and subcontractor) to effectuate the provisions of this Section. Nothing herein shall prevent the subcontractor and the Union from signing a more complete “me too” agreement if the subcontractor and the Union choose to do so. The Employer will not be liable for any breach by the subcontractor, through no fault of the Employer, of the provisions of this Section. The Union’s sole remedy in the event of a breach by the subcontractor (and not a breach by the Hospital) is to pursue an action against the subcontractor.

- 32.3 Employees whose employment is terminated as a result of any subcontracting shall be assisted in transferring to any other Kindred facilities, consistent with current practice, and shall receive payment for one hundred percent (100%) of all accrued and vested, but unused, PTO.

## **ARTICLE 33 – SUCCESSORSHIP**

- 33.1 If the Hospital is sold or operations are otherwise transferred to another employer, the Hospital agrees to notify the Union in writing at least sixty (60) days prior to the effective date. Upon written request of the Union, Kindred will meet with the Union to engage in good faith bargaining over the impact of such changes. This will not delay the date of sale or transfer unless mutually agreed upon by Kindred and the Union.
- 33.2 Prior to the sale or transfer, the Hospital shall inform the prospective acquiring entity of the existence of the CBA; shall provide a copy of it to the acquiring entity; and shall require as a condition of sale that the acquiring entity hire the majority of then-current bargaining unit employees of the Hospital (provided that the employees are qualified for the job(s)) and recognize the Union as the exclusive collective bargaining agent of the currently represented employee(s)/employee classifications.
- 33.3 Employees whose employment is terminated as a result of any sale, closure, or transfer shall be assisted in transferring to any other Kindred facilities, consistent with current practice, and receive payment for one hundred percent (100%) of all accrued and vested, but unused, PTO. Employees who remain employed at any Kindred facility after a sale, closure or transfer of operations shall be eligible to transfer one hundred percent (100%) of their PTO balance.

## **ARTICLE 34 – MANAGEMENT RIGHTS**

- 34.1 It is mutually agreeable that it is the duty and the right of the Employer to manage the facility and direct its workforce. This includes, but is not limited to, the right to assign work, hire, transfer, promote, lay-off, reduce hours, and discharge for just cause, employees subject to the conditions set forth below.
- 34.2 The foregoing statement of rights of management and of the Employer are not all inclusive and shall not be construed in any way to exclude other Employer functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement, laws, regulations or Employer Policies.

## **ARTICLE 35 – NO STRIKE – NO LOCKOUT**

- 35.1 While this Agreement is in effect, the Union and the employees agree that there shall be no strikes, work stoppages, mass sick-outs, slowdowns of any kind, walk-outs, sympathy strikes or any other work stoppage affecting the operation of the Employer or patient care. The Employer agrees that there shall be no lockouts.
- 35.2 In the event of a violation of this Article occurs, the Union shall do whatever possible to help return employee to work or to otherwise comply with this Article. The Union and

members of the bargaining unit also agree not to take any action ratifying, condoning, or otherwise encouraging any violations of this Article.

35.3 Prior to engaging in any kind of public demonstration, informational picketing, leafleting, or hand-billing, either occurring at the Hospital or directed at the Hospital, the Union shall provide the Hospital with three (3) days' prior notice (ten days' prior notice in the case of picketing) of the subject matter of the dispute, and the parties shall meet and discuss in good faith whether the dispute can be resolved without such public demonstration, leafleting or hand-billing. Such prior notice may be provided in a LMCC meeting, in connection with the grievance process, or may otherwise be provided in writing.

## **ARTICLE 36 – COMPLIANCE WITH LAW**

The Employer shall comply with any and all applicable local, state and federal laws and regulations, current or enacted during the term of this Agreement.

## **ARTICLE 37 – WORK DISTRIBUTION**

The Employer will exercise its best efforts to distribute the workload equitably among employees, except that seniority, or specific required skills for the assignment may govern certain work assignments.

## **ARTICLE 38 – 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 Employer shall then have a reasonable period of time to remedy the situation. If, in the judgment of the employee or the Union, the Employer shall thereafter fail to completely remedy the situation, the employee or the Union shall be free to contact the Industrial Safety Commission of the State of California for appropriate action.

The Employer will investigate the feasibility of placing security cameras to cover the parking lot of the facilities. Upon request the Employer shall describe its progress toward installing security cameras with the Union at an LMCC meeting.

The Employer shall make a reasonable effort to install security cameras that cover the entirety of the parking lot of the facilities.

The Parties shall discuss safety during the Labor Management Communications Committee, if requested to do so.

## **ARTICLE 39 – NON-HARASSMENT AND DISCRIMINATION**

The Union and Employer agree that there shall be no harassment or discrimination by the Employer and/or the Union because of race, color, ancestry, national origin, political affiliation, gender, sexual orientation, gender identity, marital status, disability, religion, veteran status or the lawful exercise of rights guaranteed by Section 7 of the NLRA, as amended.

## **ARTICLE 40 – LABOR MANAGEMENT COMMUNICATIONS COMMITTEE**

The Employer and the Union agree to establish a Labor Management Communications Committee. The Committee will be composed of not less than two (2) nor more than five (5) employees selected by the Union and at least one (1) Employer representative. It will meet at least every three (3) 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 two (2) hours at a time, 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 the straight-time hourly rate, not to exceed two (2) hours of pay, but such time shall not be considered for purposes of the payment of overtime.

## **ARTICLE 41 – PATIENT CARE COMMITTEES**

### **41.1 PURPOSE**

The Union and Hospital agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, specialization, changes in the specialization of units, structural changes in delivery of patient services and qualitative changes in average acuity. The purpose of the Patient Care Committee (PCC) is to improve Patient Care and working conditions (for example, staffing, patient services delivery or work design).

### **41.2 COMPOSITION**

There shall be two PCCs: one composed of four RNs, selected by the Union; another composed of four non-RNs, selected by the Union. The Union shall designate the members of the PCC in writing. All participation by bargaining unit employees on the PCC or on the Joint Practice Committee (described below) shall be on a strictly voluntary basis. The Hospital may designate up to an equal number of PCC attendees as the number designated by the Union. At a minimum, the Hospital's CEO, Chief Clinical Officer and/or Director of Quality Management shall make best efforts to attend at least one (1) hour of a PCC meeting each month.

#### 41.3 MEETINGS

The Hospital will grant up to three (3) hours of paid release time per month for each of the designated PCC members to attend PCC meetings and/or Joint Practice Committee meetings. PCC release time shall be paid at the employee's base rate of pay and shall not be considered hours worked for any purpose. The Union shall provide at least seven (7) calendar days' written notice to the Hospital of scheduled PCC meetings. Site visits by regulatory agencies or unforeseen staffing needs (to maintain compliance with applicable state law and regulations) may require the rescheduling of PCC meetings. The PCC shall maintain an attendance roster and a record of who attends each PCC meeting, and shall provide such record to the Hospital after each PCC meeting.

#### 41.4 JOINT PRACTICE COMMITTEE

If the PCC wishes to bring an issue before the Joint Practice Committee, the PCC shall first make a written recommendation to the CEO of the Hospital, or her/his designee. The Hospital recognizes the important role of the PCC and will duly consider the PCC's recommendations. If the Hospital and the PCC cannot resolve the issue informally, the PCC may refer the issue to the Joint Practice Committee. A meeting of the Joint Practice Committee shall be convened within fifteen (15) days of the referral by the PCC, but not more frequently than once per month. The Joint Practice Committee shall be composed of:

- a. two (2) members designated by the Union (including at least one bargaining unit employee);
- b. and two members designated by the Hospital (management/non-unit employee). The Joint Practice Committee shall make its written recommendations to the Hospital within 30 days of the Joint Practice Committee meeting for follow-up.

## **ARTICLE 42 – UNION MEMBERSHIP**

#### 42.1 UNION MEMBERSHIP REQUIREMENTS

- a. During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment or the 31st day after the date of this Agreement, whichever is later.
- b. The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at her or his last known address, in which to comply. If said employee does not comply with the provisions of this Article within said fifteen (15) work days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any

claims or liability arising out of this Section, including the expense of defending against such claims.

#### 42.2 NOTICE TO NEW EMPLOYEES

At the time a new employee who will be subject to this Agreement is hired, 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 the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers and email addresses.

#### 42.3 DEDUCTION OF UNION DUES/FEES

- a. The Employer will honor written assignments of wages to the Union for the payment of Union dues/fees.
- b. The Employer will remit the dues/fees deducted pursuant to such assignments no later than the fifteenth (15th) of every month from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, temporary, per diem), wage rate; and number of hours worked in pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

#### 42.4 EMPLOYEE LISTS

The Employer will provide to the Union electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) the following information no later than the fifth (5th) of each month:

- a. List of all members of the bargaining unit including full name, social security number, employee id number, home address, home phone number, department, department code, classification, classification code, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
- b. List of new hires including full name, social security number, employee id number, home address, home phone number, department, department code, classification, classification code, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
- c. List of terminations including full name, social security number, employee id number, date of termination and reason for termination (e.g., resignation, discharge, layoff, retirement); and

- d. List of transfers including full name, social security number, employee id number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer.

42.5 The Union will hold the Employer harmless against any claim which may be made by any person by reason of the dues/fees deductions or submission of employee information described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

### **ARTICLE 43 – COPE CHECK-OFF**

43.1 The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.

43.2 The Employer will remit the COPE monies deducted pursuant to such assignments no later than the fifteenth (15th) of every month from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; social security number; employee id number; and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

43.3 The Union will hold the Employer harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

### **ARTICLE 44 – 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 45 – STATEMENT OF INTERPRETATION**

The parties agree that the most critical aspect in interpreting this Agreement is the promotion and protection of excellent patient care and harmonious labor relations.

## **ARTICLE 46 – 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 Hospital's patients by delivering the highest quality care possible. The parties agree and understand that high quality patient care can be achieved if management and employees discuss and address patient care issues together.

## **ARTICLE 47 – SAFE PATIENT HANDLING**

The Employer shall maintain a safe patient handling policy at all times for all patient care units, and shall provide trained lift teams or other support staff trained in safe lifting techniques. The Employer shall comply with all laws governing safe patient handling. During the first year of the Agreement, the Employer agrees to meet with the Labor Management Communications Committee at least once per month, if the employees on the LMCC or the Union so requests.

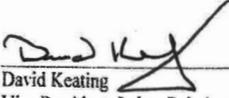
## **ARTICLE 48 - MANDATORY VACCINATIONS**

The Hospital shall be privileged to continue existing practices regarding mandatory vaccinations including, but not limited to flu and COVID vaccines, subject to medical and religious objections, in its sole discretion. A failure to mandate the flu vaccine for one or more flu seasons shall not waive this right in future years. Should an employee decline vaccination(s) for valid religious or medical reasons, they must comply with all then current approved procedures for approval of the declination and follow all procedures for use of PPE and protection of patients and other staff from exposure. Failure to comply with the policies shall result in removal from the schedule.

ARTICLE 49 – DURATION

This Agreement is effective September 1, 2022 and shall remain in full force and effect through August 30, 2025.

KINDRED HOSPITAL  
WESTMINSTER

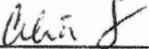
  
David Keating  
Vice President, Labor Relations  
ScionHealth

6/12/23  
Date

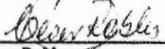
NATIONAL UNION OF  
HEALTH CARE WORKERS

  
Sal Rosselli, NUHW President

6/24/23  
Date

  
Celia Samaniego  
CNA

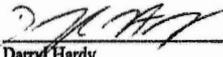
3/17/23  
Date

  
Cesar Robles  
LVN

04-20-23  
Date

  
Chris Malonzo  
Respiratory Therapist

7/17/23  
Date

  
Darryl Hardy  
Respiratory Therapist

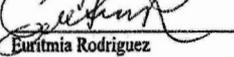
5-4-23  
Date

  
David Blacuna  
Respiratory Therapist

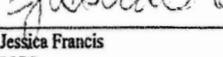
3/17/23  
Date

  
Emma Madrid Ungos  
LVN

3/17/23  
Date

  
Eunitmia Rodriguez  
CNA

3-17/23  
Date

  
Jessica Francis  
LVN

5/4/23  
Date

LUCIA FERREYRA 3-17-23  
Lucia Ferreyra Date  
EVS Aide

Magdalena Samanigo 5/4/23  
Maggie Samanigo Date  
CNA

Mariann Mitchell 4-25-23  
Mariann Mitchell Date  
Respiratory Therapist

Salvador Ordaz 5-4-23  
Salvador Ordaz Date  
EVS Aide

Susana Roman 03/17/23  
Susana Roman Date  
CNA

Francisco Cendejas 3/1/23  
Francisco Cendejas, NUHW Date  
Hospital Division Director

Isacc Ramirez Perez 5/4/23  
Isacc Ramirez Perez, NUHW Date  
Representative

## SIDE LETTER 1 – PTO/SICK DAYS

Applicable to all benefitted (meaning, entitled to PTO under the applicable collective bargaining agreement) NUHW represented employees at Kindred Hospitals-Brea and Westminster (“Covered Employees”).

By and through their undersigned representatives, the parties hereby agree to the following, effective January 1, 2023 (“Effective Date”).

(1) Covered Employees shall continue to receive and be able to use paid time off (“PTO”) for sick leave and other purposes, under the terms of the applicable collective bargaining agreements (CBAs).

(2) Consistent with past practice under each CBA, all Covered Employees will continue to be able to use PTO for any reason permitted by the Healthy Workplaces, Healthy Families Act of 2014, Labor Code Section 245, *et seq.*

(3) Covered Employees will no longer receive additional paid sick leave benefits, separate and apart from the CBA, under the Kindred Healthcare Employee Handbook, California Supplement (rev. December 2018) (“Handbook Supplement”). Extra-contractual paid sick leave accrued prior to the Effective Date will remain available for use by the Covered Employee, consistent with the Handbook Supplement.

(4) The Hospital agrees to a 1% increase to base wages effective on the first full pay periods following January 1, 2023 for agreement to acknowledge termination of the additional paid sick leave benefit program as outlined above. Lump Sum Bonus caps do not apply to these increases.

(5) Non-benefitted employees represented by NUHW are eligible for paid sick leave benefits as required by California law as long as they meet eligibility requirements.

## APPENDIX A – HIRING SCALES

<b>2022</b>															
<b>Job Title</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>15</b>	<b>MAX RATE</b>
Certified Nursing Asst	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48	\$19.87	\$20.27	\$20.68	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.51	\$26.00
Cook	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48	\$19.87	\$20.27	\$20.68	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.51	\$26.00
Culinary Assistant	\$17.25	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.53	\$26.00
Environmental Svcs Aide	\$17.25	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.53	\$26.00
LPN-LVN	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26	\$29.84	\$30.44	\$31.35	\$34.00
Materials Mgmt Clerk	\$17.25	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.53	\$26.00
Monitor Technician	\$17.50	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.19	\$22.86	\$26.00
Radiology Technologist	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26	\$29.84	\$30.44	\$31.35	\$36.00
Respiratory Therapist	\$28.00	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91	\$31.53	\$32.16	\$32.81	\$33.46	\$34.13	\$34.81	\$35.51	\$36.58	\$43.00
Unit Secretary	\$17.25	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.53	\$26.00

<b>2023</b>															
<b>Job Title</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>15</b>	<b>MAX RATE</b>
Certified Nursing Asst	\$18.36	\$18.73	\$19.10	\$19.48	\$19.87	\$20.27	\$20.68	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.28	\$23.98	\$26.39
Cook	\$18.36	\$18.73	\$19.10	\$19.48	\$19.87	\$20.27	\$20.68	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.28	\$23.98	\$26.39
Culinary Assistant	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.98	\$26.39
Environmental Svcs Aide	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.98	\$26.39
LPN-LVN	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26	\$29.84	\$30.44	\$31.05	\$31.98	\$34.51
Materials Mgmt Clerk	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.98	\$26.39
Monitor Technician	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.19	\$22.64	\$23.32	\$26.39
Radiology Technologist	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26	\$29.84	\$30.44	\$31.05	\$31.98	\$36.54
Respiratory Therapist	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91	\$31.53	\$32.16	\$32.81	\$33.46	\$34.13	\$34.81	\$35.51	\$36.22	\$37.31	\$43.65
Unit Secretary	\$17.60	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.98	\$26.39

**2024**

<b>Job Title</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>15</b>	<b>MAX RATE</b>
Certified Nursing Asst	\$18.73	\$19.10	\$19.48	\$19.87	\$20.27	\$20.68	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.28	\$23.75	\$24.46	\$26.79
Cook	\$18.73	\$19.10	\$19.48	\$19.87	\$20.27	\$20.68	\$21.09	\$21.51	\$21.94	\$22.38	\$22.83	\$23.28	\$23.75	\$24.46	\$26.79
Culinary Assistant	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.76	\$23.44	\$26.79
Environmental Svcs Aide	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.76	\$23.44	\$26.79
LPN-LVN	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26	\$29.84	\$30.44	\$31.05	\$31.67	\$32.62	\$35.03
Materials Mgmt Clerk	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.76	\$23.44	\$26.79
Monitor Technician	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.19	\$22.64	\$23.09	\$23.78	\$26.79
Radiology Technologist	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26	\$29.84	\$30.44	\$31.05	\$31.67	\$32.62	\$37.09
Respiratory Therapist	\$29.13	\$29.71	\$30.31	\$30.91	\$31.53	\$32.16	\$32.81	\$33.46	\$34.13	\$34.81	\$35.51	\$36.22	\$36.95	\$38.05	\$44.30
Unit Secretary	\$17.95	\$18.31	\$18.67	\$19.05	\$19.43	\$19.81	\$20.21	\$20.62	\$21.03	\$21.45	\$21.88	\$22.31	\$22.76	\$23.44	\$26.79



