



# **National Union of Healthcare Workers**

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## **Collective Bargaining Agreement**

**with**

**SDH Services, West, LLC,  
a subsidiary of Sodexo, Inc.**

**at**

**LOS ALAMITOS MEDICAL CENTER**

**November 14, 2014 – November 13, 2017**

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## **PREAMBLE**

This AGREEMENT made and entered into, by and between SDH SERVICES WEST, LL.C, a subsidiary of Sodexo, Inc., in Los Alamitos, California (herein after for convenience called “the Employer”) and National Union of Healthcare Workers (herein after for convenience called “the Union”). This Agreement is the embodiment of the understanding between the parties for the term that it shall be effective; and as such it represents a compromise of all interest resulting from collective bargaining negotiations. The Employer and the Union, and each of the officers thereof executing this Agreement, represent that they are dully authorized to execute this Agreement.

## **ARTICLE 1 – UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time housekeeping employees of SDH Services West, LLC, a subsidiary of Sodexo, Inc., the Employer at Los Alamitos Medical Center, 3751 Katella Avenue, Los Alamitos, California in the classifications identified in Appendix A. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential employees, professional employees, casual/substitute employees, temporary employees and supervisors and guards as defined in the National Labor Relations Act.

## **ARTICLE 2 – UNION MEMBERSHIP**

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the 30th day following the execution or effective date of this Agreement, or on or after the 30th day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in National Union of Healthcare Workers (NUHW).

Section 3. In the event that Section 1 may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: “All employees of Sodexo at Los Alamitos Medical Center – Food are covered under a collective bargaining agreement between Sodexo and National union of Healthcare Workers (NUHW). Sodexo is neutral on the subject of employees’ decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union Organizer.

Section 4. To simplify the Employer’s and the Union’s administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for

union membership and dues checkoff authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive a paid 15-minute orientation provided by the Union Shop steward.

### **ARTICLE 3 – DEDUCTION OF UNION DUES**

Section 1. The Employer agrees to deduct weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the 25th of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions, including doing so electronically if possible.

Section 3. The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.

Section 4. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 5. The Employer shall deduct monthly or weekly a flat dollar amount, if the Employer's payroll system permits, from the gross wages or salary of each employee who voluntarily executes the Committee on Political Education (COPE) payroll deduction authorization form that is Appendix C to this Agreement the contributions so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to Article 2, Section 2 of this Agreement. The Employer may remit COPE contributions and Union dues to the Union by a single check, or by separate checks. With each COPE contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The parties acknowledge that the Employer's costs of administration of this COPE payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and benefits provisions of this Agreement. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the COPE contribution remittance to the COPE's specified on the form that is Appendix C.

### **ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. There shall be no discrimination or harassment of any employee because of the employee's race, creed, color, religion, marital status, age, sex, sexual orientation, national origin, ancestry, disability, protected union activity, veteran or disable veteran status marital

status or any other personal characteristic or condition that is protected by applicable law. The Employer and the Union also agree that they will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

## **ARTICLE 6 – HEALTH AND SAFETY**

### Section 1. Compliance

The Employer will continue to comply with applicable Federal and California laws and regulations pertaining to occupational safety and health, to provide a safe environment for employees.

### Section 2. Reporting Health Hazards by Employees

It is the duty of each employee to comply with all health and safety regulations of the Employer, and if any safety or health hazard is detected by an employee, the employee shall promptly report it to the Employer. An employee's failure to comply with such health and safety regulations, or to promptly report a detected health or safety hazard, may result in disciplinary action.

### Section 3. Union Notification

The Union shall promptly notify the Employer of any potential health and safety hazards, violations or problems of which it is aware.

### Section 4. In-Service

The Employer shall continue to provide in-service or other training and information to employees concerning health and safety.

Section 5.     Hepatitis B Vaccine

Hepatitis B vaccine shall be made available free of charge at the employee's request.

**ARTICLE 7 – PROBATIONARY PERIOD**

Section 1.     All employees shall be on a probationary period for ninety (90) calendar days. At its sole discretion, the Employer may discipline or terminate any employee prior to the completion of the probationary period and such discipline and termination shall not be subject to Article 18, Grievance and Arbitration Procedure. This paragraph shall not preclude a grievance alleging solely a violation of Article 4, Equal Employment Opportunity.

Section 2.     An employee's probationary period may be extended an additional thirty (30) days by mutual agreement of the Employer and the Union, and such agreement shall not be unreasonably denied.

**ARTICLE 8 – SENIORITY AND JOB VACANCIES**

Section 1.     Following completion of the probationary period, seniority is established on the first (1<sup>st</sup>) date of employment with the Employer. For the purpose of determining bargaining unit and classification seniority initial date of hire with Aramark at Los Alamitos Medical Center shall be recognized for all non-economic purposes.

Section 2.     The Employer shall maintain and update the seniority list once every three (3) months, and shall provide a copy of the updated list to the Union.

Section 3.     Seniority shall be lost and employment terminated by:

- (a) discharge with cause;
- (b) resignation;
- (c) failure to return from a leave of absence in accordance with the term of the leave;
- (d) layoff without recall in excess of twelve (12) months;
- (e) failure to contact employer within three (3) days of receipt of recall notice;
- (f) absence due to occupational illness or accident for a period of twelve (12) months from the date the accident occurred or the illness commenced;
- (g) unscheduled absence for three (3) or more consecutive working days without notification to the Employer.

Section 4.     When a vacancy subject to this Agreement occurs in the department, a notice of that vacancy shall be posted in a location or locations accessible to all employees for a minimum period of seven (7) days before the Employer fills the vacancy on a permanent basis. Qualifications for vacant positions shall appear on position postings. Postings shall include the hours, shift and department. This does not prevent the Employer from filling the vacancy on a temporary basis until such position is filled.

Section 5.     A current employee that has completed their probationary period may apply for a posted vacancy by submitting a written bid form to Management within the proscribed posting period. It is understood that any bid under this Article is limited to vacancies in bargaining unit positions and not to assignments arising from rotation of personnel, paid time off, or sickness relief.

Section 6. Timely bids will be considered based upon employee status with preference being afforded as follows:

- (a) full-time
- (b) part-time
- (c) temporary

Within the applicable employee preference category, timely bids will be considered on the basis of seniority provided that the employee possesses the qualification, knowledge and skill to perform the work.

Section 7. Employees submitting a written bid for a posted vacancy under this subsection shall be informed by the Employer whether or not they are awarded this position.

Section 8. Employees that are promoted to a new position or transfer to another position through the bidding process shall have up to sixty (60) calendar days to demonstrate satisfactory performance. If at any time during the sixty (60) calendar day period the employee fails to demonstrate satisfactory performance, such employee shall be returned to his/her former position including shift, assignment, and scheduled hours without loss of seniority, provided their former position has not been filled. If the employee's former position is not available, the employee shall be returned to a comparable position in the same classification or if a comparable position is not available to any vacant position in the bargaining unit.

Section 9. An employee who applies for and is awarded a posted position may not be awarded another posted vacancy within the next three (3) months. This rule shall not apply if the bidding employee is in his/her current position as a direct result of a job change or layoff.

Section 10. A bargaining unit employee that accepts a non-bargaining unit position with the Employer may return to the bargaining unit without a break in seniority provided that a vacancy exists to return to and that such return occurs within thirty (30) days of the acceptance of the non-bargaining unit position.

Section 11. Employees will not be eligible to bid on another vacant bargaining unit position for a period of three (3) months from the day the employee is assigned to their new position.

Section 12. The seniority of bidding employees shall be determined by the employee's bargaining unit seniority rather than in the particular classification or employee category.

## **ARTICLE 9 – EMPLOYEE STATUS**

### Employee Classifications Defined

Employees shall be classified as full-time, part-time or temporary pursuant to the following definitions:

- (a) Full-Time Employee. An employee regularly scheduled to work thirty (30) hours or more per work week.
- (b) Part-Time Employee. An employee regularly scheduled to work less than thirty (30) hours per work week.
- (c) Temporary Employee. A temporary employee may be scheduled to work on either a part-time or full-time schedule for a specified limited period of time and

for a specific and temporary purpose, to staff a vacancy such as replace a specific employee leave of absence, vacation, sickness, temporary spikes in patient volume, or for a short-term project when bargaining unit employees have been solicited and the need cannot be filled without incurring overtime. The specified period of employment for a temporary employee shall not exceed five hundred twenty (520) hours of employment. The five hundred twenty (520) hours may be extended in any given case by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied.

## **ARTICLE 10 – HOURS OF WORK**

Section 1. The “workweek” shall consist of a seven-day payroll period beginning at 12:00a.m. Friday and ending at Thursday 11:59PM. The Employer will provide the Union with thirty (30) days’ notice in the event of changes to the pay cycle.

### Section 2. Premium Pay

- (a) Daily Overtime. Work in excess of eight (8) hours per day or shift, (but less than twelve [12] hours per day or shift) shall be paid at one and one-half (1½) times the employee’s straight time hourly rate. Work in excess of twelve (12) hours per day or shift shall be paid at two (2) times the employee’s straight time hourly rate. A day is defined as that twenty-four (24) hour period commencing at midnight.
- (b) Weekly Overtime. All hours worked in excess of forty (40) hours per work week shall be compensated at the rate of time and one-half (1½) the employee’s straight time hourly rate. Holiday, vacation, sick and other paid time off hours do not count toward the calculation of overtime.
- (c) No Pyramiding. There shall be no pyramiding or duplication of premium pay.
- (d) Holiday Pay. An employee who works on a contractual holiday will be paid time one and one-half (1½) the employee’s straight time hourly rate for all hours worked on the holiday plus payment for the holiday.
- (e) Schedule Change Pay. The Employer will provide full-time and part-time employees with a minimum of two (2) hours advance notice of a modification to the regular work schedule including requests to return to work at a time other than their regular scheduled work hours. In the event of the Employer’s failure to provide two (2) hours advance notice, the employee will receive one and one-half (1½) times their base rate for all hours worked and a minimum of two (2) hours pay.
- (f) Work on an employee’s sixth (6<sup>th</sup>) consecutive day of work will be paid at the rate of time and one-half (1½). Work on the employee’s seventh (7<sup>th</sup>) consecutive day of work and each day thereafter shall be paid at the rate of double time (2x) the employee’s regular hourly rate of pay.

### Section 3. Unscheduled Overtime Will Be Offered

- (a) In order of seniority, to employees currently on the clock at the time of the overtime arises in the classification in which overtime is available.

- (b) If insufficient employees accept offered overtime, the Employer will require employees in the classification on the clock at the time the overtime arises to work the overtime, in inverse order of seniority provided they have been notified at least four (4) hours in advance.
- (c) Employees who fail to work required overtime as provided in by Section (b) may be subject to progressive disciplinary action up to and including discharge.
- (d) After (a) and (b) are completed, the Employer is free to fill the position from any available source.
- (e) Prior to requiring employees to work, the Employer will solicit volunteers from other classifications by seniority that has the current qualification(s) and skill(s) to perform the work.

#### Section 4. Scheduling

- (a) The weekly work schedule specifying start and ending times and days off will be posted no less than thirteen (13) days in advance of the schedule start date. After the schedule has been posted, an employee's schedule will not be changed unless by mutual consent or in the case of an emergency. Schedule changes made due to an emergency, including maintaining adequate staffing levels required to ensure patient safety, will be made in reverse bargaining unit seniority. In the event that sufficient staff does not consent to the schedule change during a non-emergency situation, the Employer reserves the right to utilize outside temporary agency help.
- (b) The Employer may offer additional shifts after the schedule has been posted on a voluntary basis. The additional shifts will be offered to qualified employees in order of seniority. Nothing in this provision shall obligate the Employer to schedule an employee in a manner that will result in premium pay. In the event that sufficient staff does not consent to the schedule change, the Employer reserves the right to utilize outside temporary agency help.
- (c) The Employer will make every reasonable effort to grant each full-time employee every other weekend off. For the purpose of this provision, a weekend is defined as two (2) days, Saturday and Sunday for the day and evening shifts, and Friday and Saturday for the night shift. This provision does not apply to employees who hold positions which normally include every weekend scheduling or to employees who elect to work weekend shifts.
- (d) The Employer shall make every effort to schedule the employee off on two (2) consecutive days each week, provided that the days off may be split or rotated as needed because of weekend scheduling.
- (e) The weekly work schedule shall not be construed as a guarantee of the hours of work per day or any other period of time, or as a guarantee of starting or ending times. Subject to the other provisions of this Agreement, employees will only be paid for hours actually worked.

Section 5. Rest and Meal Periods

- (a) Employees who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. Employees who work in excess of five (5) hours but less than six (6) hours may voluntarily waive the meal period.
- (b) Employees shall be granted one (1) paid rest period of fifteen (15) minutes for each continuous period of four (4) hours during the shift. Employees scheduled to work more than eight (8) continuous hours in any work day shall have two (2) fifteen (15) minute paid rest periods, one prior to the thirty (30) minute lunch break and one after the lunch break. Employees scheduled to work twelve (12) continuous hours shall be provided three (3) fifteen (15) minute break periods.

Section 6. Reporting Pay

Any employee who appears for work at the request of the Employer and is not provided with work, or any employee who works less than a full day and is displaced through no fault of the employee, shall be paid for not less than four (4) hours work; provided that an employee regularly working less than four (4) hours per day shall be paid his/her regular pay for reporting and not being put to work through no fault of the employee.

**ARTICLE 11 – INSURANCE**

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the “Standard Benefits Plans”), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the fifty-two (52) week period ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer's Corporate Benefits Department shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2016 will be determined on the basis of the hours worked or paid in the fifty-two (52) week period commencing October 4, 2014 and ending October 2, 2015). No employee shall fail to be classified as full-time due to time spent on FMLA Military (USERRA) or Temporary Unit Closing (TUC) leave.

Employees who have been employed for less than one year as of the measurement date shall be classified as full-time or part-time in accordance with the procedures used by the Employer to classify partial-year employees under the Standard Benefits Plans. In no event will an employee's classification or change in classification be effectuated in a manner that violates the Affordable Care Act (“ACA”) or other applicable law.

Nothing in this Article shall be construed to alter the definitions of full-time and part-time employees set forth in Article 9 of this Agreement, it being understood, however, that such definitions do not apply to the determination of eligibility to participate in the Standard Benefits

Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

Section 3. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate, based upon the Employer's Standard Rate Sheet.

The Employer shall deduct the net amount of the premium due from the Employee from each paycheck on a pre-tax basis.

Section 4. Dental and Vision Plans. Dental and Vision Plans may be offered in accordance with the terms and conditions of the Standard Benefit Plans. The Employer shall deduct the employee's premium from each paycheck on a pre-tax basis.

Section 5. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

Section 6. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.

Section 7. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer's policies and practices regarding the Standard Benefits Plans.

Section 8. Waiver. By agreeing to participate in the Employer's Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

Section 9. Employer/Employee Premium Payments While on Temporary Unit Closing (TUC) Leave. During the months that an employee is on Temporary Unit Closing (TUC) leave (that is, the summer months between academic years, Winter Break and Spring Break), the Employer will continue to pay its share of the cost of the premium on behalf of the employee so long as the employee continues to pay his/her share of the cost of the premium. Employees on Temporary Unit Closing (TUC) leave will be required to make arrangements with the Employer in May, prior to the end of the academic year, as to how they will pay their share of the premium during the summer Temporary Unit Closing (TUC) leave period. Employees who fail to timely pay their share of the premium during Temporary Unit Closing (TUC) leave periods will have their group insurance coverage cancelled.

## **ARTICLE 12 – 401(k)**

The Company will provide a 401(k) Plan and match employee's contributions of fifty cents (\$0.50) on one dollar (\$1.00), up to six percent (6%). The Company reserves the right to change the terms and conditions of this Plan. In the event the Company decides to eliminate or modify the Plan, the Company and the Union shall meet to negotiate the effects.

## **ARTICLE 13 - WAGES**

Wages shall be paid weekly by check, direct deposit or electronic money card, as determined by the Employer, subject to applicable law.

## **ARTICLE 14 – REDUCTION IN FORCE**

### **Section 1. Purpose**

In the event of a reduction in the workforce, seniority will be the determining factor in the Employer's decision regarding which employees are retained; provided the remaining employees currently possess the necessary qualification(s) and skill(s) to perform the work available.

In the event it is necessary to conduct a layoff, then such layoff shall be undertaken as set forth below. It is the intent of the following provisions to protect the most senior employees that possess required qualification(s) and skill(s), in the case of reductions, and to preserve their shift and hours as is practicable.

### **Section 2. Definitions**

- (a) Reduction – an involuntary, indefinite elimination of a position or hours.
- (b) Affected Employee – the employee whose position is the subject of the reduction.

### **Section 3. Staff Reduction Procedure**

If, after considering other alternatives the Employer implements a reduction in force, reductions will occur in the following order:

- (a) Agency employees
- (b) Volunteers among an affected classification;
- (c) Temporary (non-agency) employees;
- (d) Regular part-time employees;
- (e) Regular full-time employees.

Reductions will be conducted by job classification within the affected department. Departments are listed in Article 8, Seniority and Job Vacancies. Within each job classification, reductions will occur by seniority as defined in Article 8, Seniority and Job Vacancies, provided that the employees that remain must possess the required qualification(s) and skill(s) to perform the work. In the event the application of this Section would result in unreasonable disruption of department operations, the Employer and Union agree to meet and bargain alternatives.

### **Section 4. Notification**

When a reduction of force that will result in the elimination of a position or hours for a period of fifteen (15) days or more is necessary, the Employer shall attempt to provide the Union and each affected employee at least thirty (30) days' notice of any reduction. The Employer shall

meet at the Union's request to engage in good faith bargaining over the impact of such change and to discuss possible alternatives.

Section 5.     Benefits

Laid off employees who are covered by Employer-sponsored Health Insurance will be covered until the last day of the calendar month in which the employee was displaced.

Section 6.     Recall

- (a) For a period for six (6) months from the date of layoff, employees who, as a result of the reduction, are laid off are entitled to recall.
- (b) Within the period specified and subject to qualifications, employees who, as a result of a reduction, are laid off, may use their seniority to bid on vacant positions.
- (c) An employee shall remain on the recall list unless he/she is offered and declines a position in the same employment category and classification on the same shift with the same number of hours as the position from which he/she was laid off or reduced.
- (d) An employee's unused sick leave will be reinstated if the employee resumes work during the recall period.

## **ARTICLE 15 – CALL-OFFS AND DAILY CANCELLATIONS**

Section 1.     If the Employer determines that it is necessary to cancel an employee's scheduled shift after the schedule has been posted due to temporary periods of low census or on other occasions, the employee shall have the option of taking the day off without pay or use vacation (where applicable) at the employee's discretion.

Section 2.     Subject to patient care considerations and staffing needs, when it is necessary to cancel a scheduled shift the following procedure shall be followed:

- Temporary
- Employees receiving overtime or premium pay
- Volunteers
- Employees scheduled to work shifts in excess of their regular schedule
- Part-time
- Full-time employees working their regular schedule

Within each category listed above, call-offs will be done in inverse order of seniority provided that the remaining employees are qualified and able to perform the work.

Section 3.     The Employer will notify the employee of a modification to the regular work schedule a minimum of two (2) hours in advance of the change. Such notice may be made directly to the employee or in the event the employee is off duty, by contacting the employee at the telephone number on record with the Employer.

Section 4.     Once called off, an employee is considered off the schedule for the day and shall not be required to maintain contact or be available for work.

## **ARTICLE 16 – BARGAINING UNIT WORK**

Section 1. Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees: however, there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

## **ARTICLE 17 – TEMPORARY WORK ASSIGNMENTS (FLOATING)**

An employee temporarily assigned to work outside of their regular classification shall be provided orientation and on-the-job training to enable them to satisfactorily perform the duties of the temporary assignment. Employees may be temporarily assigned to other classifications in order to provide training that will enable them to satisfactorily perform the duties of the classification.

## **ARTICLE 18 – DISCIPLINE AND DISCHARGE**

Section 1. The Employer recognizes that progressive discipline and discharge shall be administered for just cause and shall make every effort to utilize a system of timely progressive discipline to address violations of the work standards and policy that do not rise to severe misconduct, as defined by this Article. Progressive discipline shall generally include:

- Written verbal counseling;
- Written counseling and warning;
- Disciplinary suspension without pay;
- Termination of employment.

However, the Employer may choose not to utilize all of the above steps when the infraction warrants an expedited response.

The Employer shall endeavor to issue progressive discipline within seven (7) business days of the date upon which the infraction occurred or the date the Employer had knowledge of the infraction.

In the interest of fairly assessing progressive discipline, the Employer may place an employee on an unpaid investigatory suspension, not to exceed seven (7) days, unless a longer period is mutually agreed upon by the parties.

Section 2. Employees may be discharged without prior notice or progressive discipline when the infraction rises to severe misconduct. Examples of severe misconduct include:

- (a) Possession, use, sale or distribution of alcoholic beverages or illegal substances;
- (b) Possession, use, sale or distribution of weapons;
- (c) Destruction of Employer or client's property;
- (d) Use of abusive or profane language to the Employer, the Employer's client, a fellow employee or a patient;
- (e) Theft of assets or property;
- (f) Insubordination;
- (g) Fighting;
- (h) Harassment;
- (i) Violence in the workplace.

The above types of misconduct are illustrative only, and in no way present an exclusive list of actions which may result in immediate discharge.

Section 3. The Employer shall furnish the employee and the Union with a copy of written progressive discipline. The employee shall be provided the opportunity to sign and acknowledge receipt of progressive discipline.

Written progressive discipline more than twelve (12) months old, measured on a rolling calendar basis, will not be taken into consideration for the purpose of progressive discipline. However, disciplinary actions more than twelve (12) months old may be taken into consideration for the purpose of establishing knowledge of a work rule or Employer policy. Progressive discipline that is determined to be without merit, through the grievance and arbitration process, or otherwise withdrawn, shall not be considered for the purpose of future progressive discipline.

An employee may inspect their personnel file by scheduling an appointment with the Employer's Human Resource Representative and to be provided, upon request, one (1) copy of any document in their personnel file.

Section 4. At the employee's request, Union representation shall be permitted during any investigatory interview which may result in discipline of the employee and any meeting where discipline is administered.

Section 5. The Union acknowledges that the operations of the Employer are subject to the rules and regulations of Los Alamitos Medical Center.

## **ARTICLE 19 – GRIEVANCE AND ARBITRATION**

### Section 1.

Grievance: A dispute initiated by an employee or the Union arising from the interpretation or application of this Agreement.

"Days" mean calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

Section 2. The goal of the grievance and arbitration procedure is to resolve an employee's grievance at the lowest level possible with the least amount of time and resources. The employee or the Union representative (Organizer or Shop Steward) may first confer with the supervisor or with such other person as the Employer may designate and attempt to settle the matter.

### Section 3.

Step 1 – In the event the employee or the Union is unable to resolve the grievance with the immediate supervisor, a written grievance specifying the particulars of the dispute and the provision of the Agreement that is alleged to have been violated, must be delivered in writing to the Environmental Services Director, or the designated management representative within fifteen (15) calendar days of the event giving rise to the grievance or fifteen (15) calendar days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. Failure to meet this requirement will bar the grievance from further consideration.

A meeting shall be held to resolve the grievance during the ten (10) calendar day period following the receipt of the written statement. The Administrator or his/her designee (other than or in addition to a representative from Human Resources), will respond in writing within ten (10) days after the meeting. Failure to meet this time requirement will bar the grievance from further consideration.

Step 2 – If the parties are unable to resolve the matter at Step 1, the grievance may then be submitted to the District Manager, or the designated management representative, within ten (10) calendar days of receipt of the Step 1 response. Failure to meet this time requirement may exclude the grievance from further consideration.

A meeting will be held within ten (10) calendar days from presentation of the grievance to attempt to resolve the grievance. The District Manager or the designated management representative will respond to the Step 2 appeal within ten (10) calendar days of the meeting. Failure to meet this time requirement may bar the grievance from further consideration.

Step 3 – Failing a satisfactory settlement of the grievance at Step 2, the matter may be referred by the grieving party to Arbitration, within a period of fifteen (15) calendar days of the receipt of the employer's written answer at Step 2. Failure to meet this time requirement will bar the grievance from further consideration.

Section 4. The parties shall attempt to mutually agree upon an arbitrator. If they are unable to mutually agree, the Union shall request, with a copy to the Employer, the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish the parties with a panel of impartial arbitrators, all of whom shall be required to be members of the National Academy of Arbitrators.

Section 5. The arbitrator shall hear the submitted grievance as expeditiously as possible, and shall render a decision in writing within thirty (30) days after the conclusion of the last hearing or submission of briefs, whichever is later.

Section 6. The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if required by the arbitrator, shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use.

Section 7. Any decision issued by the arbitrator shall be final and binding upon the parties as to the matter in dispute. The Employer, the Union and the aggrieved employee shall thereafter comply in all respects with the result of such decision.

Section 8. The arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

Section 9. Terms and conditions of benefit plans are not subject to this arbitration procedure, except to determine whether or not the Employer complied with the terms of this Agreement.

Section 10. An arbitrator may only hear one (1) case at any given time. Multiple issues cannot be decided upon by the same arbitrator, unless mutually agreed to in writing by both parties.

Section 11. The Employer and the Union agree that employees having direct knowledge of facts giving rise to a grievance should be free to participate on behalf of any party in all steps of the Grievance and Arbitration Procedure, and should be free from recriminations from either side for so doing.

Section 12. At the employee's request, a Union Organizer or Steward, as designated by the Union, shall be present at the grievance meeting. If a Union Organizer and/or Steward designated by the Union are not available at the time of a grievance or disciplinary meeting, the meeting will be postponed for twenty-four (24) hours.

Section 13. The Employer and the Union agree that the decision whether or not to retain probationary employees is at the sole discretion of the Employer. The Employer and the Union further agree that probationary employees shall not have access to the grievance and/or arbitration procedure for disciplinary or discharge matters.

## **ARTICLE 20 – UNION ORGANIZERS AND SHOP STEWARDS**

### Section 1. Union Organizers

The duly authorized Organizer of the Union shall be permitted to enter the facility at reasonable times for the purpose of observing whether this Agreement is being observed or to check upon complaints of bargaining unit employees. The Organizer shall advise the Director of EVS or his/her designee of each visit prior to entering the facility. The Organizer will abide by all client policies including, but not limited to, HIPPA, infection control and building access, as well as Employer policies applicable to such areas. The Employer's policies will comply with the National Labor Relations Act. The Union Organizer shall not interfere with the work of any employee.

### Section 2. Union Shop Stewards

- (a) The Union shall provide, in writing, the names of a maximum of three (3) designated Union stewards and two (2) alternate stewards, and shall notify the Employer, in writing, of any changes as they occur. The Union may designate one (1) steward as Chief Steward. Prior to the Employer's receipt of such Union designation, the Employer is not obligated to recognize a Union steward under this Article.

- (b) The functions of the Union steward include the authority (1) to settle or assist in settling problems arising in connection with the application or interpretation of the agreement; (2) to resolve grievance at Step 1 or 2 of the grievance procedure; and, (3) at an employee's request, serve as a Union representative at investigatory interviews which may be used as the basis of discipline.
- (c) Union stewards shall perform their functions or Union related activities on their own time. However, if a meeting is mutually agreed to with the Union steward during the Union steward's work shift, that time will be paid for by the Employer. If the Union steward wishes to schedule a meeting with an employee during the Union steward's work shift, unpaid release time shall be granted subject to patient care and business requirements shall not be unreasonably denied.
- (d) Union stewards shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee.
- (e) With reasonable notice, the Employer's designated representative will meet with a maximum of two (2) Union representatives, one (1) Union Organizer and/or one (1) Union steward and any affected employee on any grievance or issue concerning this Agreement. If additional employee(s) or Union representatives have firsthand facts to present as a witness concerning the Union's grievance issue, however, then such additional person(s) also may attend, by prior mutual agreement with the Employer at the time the meeting is set.
- (f) Upon three (3) weeks advance written request and subject to staffing and scheduling needs, the Employer will provide up to five (5) days without pay per calendar year to a Union steward for the purpose of participating in Union educational programs.
- (g) Time spent attending arbitration hearings by shop stewards, grievant and witnesses called by the Union shall be unpaid.

Section 3. Meeting Space

The Employer and the Union shall mutually agree on meeting locations and share any associated costs.

**ARTICLE 21 – NEW EMPLOYEES  
ORIENTATION/EMPLOYEE LISTS**

Section 1. New Employee Orientation

During the new hire orientation, a union steward or designee will have the opportunity to meet with the employee for thirty (30) minutes in order to provide the employee with an orientation to the union. Neither the new employee nor the union steward (or designee) shall have his/her pay reduced as a result of time spent in the meeting.

Section 2. Employee Lists

The Employer will provide to the Union the following information no later than the twentieth (20<sup>th</sup>) of each month.

- a) A list of new hires, including their name, hire date, home address, occupation code (classification), wage rate, department, status (i.e. regular, part-time,

temporary), the Social Security Number, dues related payment amounts and leave status (if applicable).

- b) With respect to terminated staff, the above information (subsection a) plus the termination date.

Section 3. Confidentiality

The Union agrees that records containing the above information will be securely maintained and not disclosed to any third parties. The above information will be used only for the purposes of administering the collective bargaining agreement.

## **ARTICLE 22 – JOINT LABOR-MANAGEMENT COMMITTEE**

Section 1. Purpose

There shall be a Joint Labor Management Committee of no more than two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union. The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of mutual concern to the parties.

Section 2. Compensation

If an employee committee member is regularly scheduled to work during the time in which the committee meeting is held the employee representatives on the Committee shall be compensated at straight-time pay for attendance at committee meetings up to a maximum of two (2) hours per employee per month. Attendance at committee meetings will not be considered “time worked” for the purposes of overtime calculation.

Section 3. Frequency of Meetings

Meetings of the Committee shall not be held more often than once every two (2) months except by mutual agreement.

Section 4. Dispute Resolution

The Union and the Employer acknowledge that unless mutually agreed neither shall use this Committee for the purposes of collective bargaining. Disputes within the Joint Committee shall not be subject to Article 19, Grievance and Arbitration provisions of this Agreement. However, this Paragraph shall not prevent an employee, the Union or the Employer from subsequently pursuing an otherwise grievable issue through Article 19, Grievance and Arbitration.

Section 5. Meeting Space

The Employer and the Union shall mutually agree on meeting locations and share any applicable costs.

## **ARTICLE 23 – LEAVES OF ABSENCE**

Section 1. Unpaid Personal Leaves of Absence

Full time employees who have completed six (6) months continuous service and part time employees, who have completed nine (9) months of continuous service, may request an unpaid leave of absence if they are unable to work due to personal reasons, including family obligations and education, and only if they do not qualify for FMLA leave. Personal leaves are normally limited to a period of thirty (30) days, upon written application from the employee and with prior management approval. Such leaves may be extended for additional thirty (30) day periods, upon management approval, up to a maximum of six (6) months.

The employee may continue personal and dependent medical coverage for themselves and any covered dependents during a personal leave by paying one hundred percent (100%) of the cost for this coverage (which is the employer and employee premium). The employee must pay in advance, on a monthly basis, the active employee rate. Failure to make timely payments may result in a discontinuance of coverage, which would resume upon return to work. A Continuation of Benefits form must be completed two (2) weeks prior to the commencement of your leave in order to continue healthcare coverage.

If a personal leave is approved, accrued vacation and PTO time must be used first as part or all of the thirty (30) day leave. Vacation time may not extend the leave beyond the thirty (30) day period.

When an employee returns from his/her leave of absence in compliance with the approved terms of the leave, such employee shall be returned to work in their former or if the former position is no longer open to a comparable position in the same classification.

#### Section 2. Qualified FMLA/CFRA Leave

Employees continuously employed by the Employer for twelve (12) consecutive months and who have worked at least 1250 hours within the twelve (12) months preceding the commencement of leave shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

#### Section 3. Pregnancy Disability Leave

Employees disabled due to pregnancy or pregnancy-related conditions shall be eligible for a maximum of four (4) months unpaid leave of absence. Employees will also be allowed to use their accumulated vacation or PTO hours to extend such disability.

#### Section 4. Work-Related Disability Leave

The Employer shall grant a leave of absence for up to twelve (12) months to an employee who is unable to work due to a bona fide workers compensation claim. The duration of this leave will be determined based upon the advice of the Employers designated workers compensation physician or the employee's pre-designated physician or as required by California Workers Compensation Law. The Employer shall make reasonable accommodation to assist the employee and return them to work after a work-related injury, and shall work with the Union to develop a modified/light duty program for injured employees.

- (a) Employees returning from work-related disability leave shall be entitled to reinstatement to the same position, classification, unit, and shift as held by the employee at the commencement of the leave.
- (b) If an employee is determined to be permanently disabled and is unable to return to his/her former position or to any vacant position for which he/she may be qualified, such employee may be replaced.

#### Section 5. Military Leave

Military leave of absence shall be granted to eligible employees who are absent from employment in order to perform duty, on either a voluntary or involuntary basis, in the uniformed service of the United States. Eligibility for military leave, and all other rights and obligations in connection with such leave, shall be in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Section 6. Bereavement Leave

When a death occurs in the immediate family of an employee, he/she shall be entitled to a leave of absence of up to three (3) days with pay to be taken within the seven (7) consecutive calendar day period of the death or within seven (7) consecutive days before, during or after the scheduled funeral. Such leave shall not exceed the normal number of scheduled hours within a normal work-week. Immediate family is defined as: spouse, father, or current step-father, mother or current step-mother, legal domestic partner, child, step-child, sibling, grandparent, grandchild, current parent-in-law. For any such agreed extension the employee shall use accrued vacation or PTO or take an unpaid leave if his/her vacation and PTO is exhausted.

The Employer may require the Employee to provide proof of death and / or relationship to the deceased.

Section 7. Union Leave

Upon three (3) weeks' notice from the Union, the Employer shall grant one (1) employee an unpaid leave of absence of up to one (1) year for Union business, patient care permitting. Upon completion of the leave of absence, the employee will be returned to his/her former job, unless it has been eliminated, or to a comparable position in the same classification, shift, and work hours.

Section 8. Performing Work While on Leave

Performing work for another Employer during an authorized leave of absence that is the same or substantially the same in nature to the work performed by the Employer may constitute cause for dismissal. This Section shall not apply if the employee has been unable to return to a comparable position and accepts a per diem, supplemental, or limited hour's part-time position or opts to remain on leave until such time that a comparable position becomes available.

Section 9. Notice to Replacements

A person hired or assigned as a replacement for an employee on a leave of absence shall be so advised by the Employer.

Section 10. Benefits

During the term of an approved leave of absence, employees shall not earn holidays, vacation, PTO, or other entitlements, except as required by applicable law.

## **ARTICLE 24 – HOLIDAYS, VACATION AND SICK LEAVE**

Section 1. Holidays

- a) Paid holidays for the purpose of this Article include:
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- b) Employees shall be eligible for holiday pay subject to the following provisions upon the completion of their probationary period.

- c) Employees must work their complete scheduled work day prior to and following the holiday, unless an absence on one of such days is excused by the Employer.
- d) Any employee scheduled to work who fails to report on a holiday shall forfeit holiday pay for that day. Pay for a holiday shall be equal to the employee's regularly scheduled work day at the employee's regular straight-time hourly rate.
- e) Full-time and part-time employees that work one (1) of the above holidays shall be paid for the holiday plus time and one half (1½) his/her base hourly rate of pay for the hours worked for a total of two and one half times (2½) pay for hours actually worked.
- f) Part-time employees that are not scheduled to work on one (1) of the above holidays shall not be eligible for holiday pay.
- g) If a recognized holiday falls on a weekend, full-time employees that are not scheduled to work the holiday shall be compensated for the holiday.
- h) Thanksgiving, Christmas and New Year's Holidays. The Employer will honor full-time employees request for at least one (1) of the following three (3) holidays off: Thanksgiving Day, Christmas Day or New Year's Day, subject to business requirements, which shall not be unreasonably denied. The Employer will rotate scheduled time off for these holidays among employees in an area. Vacation schedules cannot be used to circumvent the rotation of holidays.

**Section 2. Vacation.**

Full-time regular employees shall accrue vacation pay as follows:

<b><u>Service Completed</u></b>	<b><u>Days Earned Per Month</u></b>	<b><u>Max Days Earned Per Year</u></b>	<b><u>Maximum Days Available</u></b>
1-3 years	.84	10	15
4-7 years	.84	10	15
8-19 years	1.25	15	20
20+ years	1.25	15	25

The employee is required to complete the Employer's PTO/vacation request form to be eligible to receive vacation pay. PTO/Vacation requests that are submitted three (3) weeks in advance shall be granted by the Employer by seniority, subject to business requirements. An employee will be granted vacation time off only to the extent that the employee has accrued vacation.

Upon termination of employment or upon changing to non-benefits status, all unused vacation will be paid out at the employee's current regular rate of pay.

**Section 3. Sick Leave**

Sick leave is a benefit that provides paid leave when you are ill or when you have appointments, personal matters to attend to during the work week.

Employees may earn up to six (6) sick leave days during a twelve (12) month period, commencing with the employee's hire date. Sick leave will continue to accrue up to a maximum balance of twelve (12) days. A doctor's note may be requested by the Employer upon return to work after (3) consecutive days off sick, or upon returning to work after being sick on the last

scheduled day before a holiday or on the first scheduled day after a holiday, or on a day of a holiday on which the employee was scheduled to work.

Sick time will not accrue from year to year. Any employee with unused sick time by the end of the calendar year will be paid said balances as soon as administratively possible in January of the following year.

## **ARTICLE 25 – JURY DUTY**

Section 1. During the term of this Agreement, regular full-time and part-time employees, as defined in Article 9, Employee Status, who have completed their probationary period and are on active work status, shall be eligible for jury duty pay subject to the following provisions.

Section 2. An employee summoned for jury duty must provide notice to the Employer upon receipt of the summons.

Section 3. An employee placed on telephone standby by the Jury Commissioner is required to report to work as scheduled. The Employer may waive this requirement where the nature of the work and the availability of personnel does not permit the employee to leave on short notice.

Section 4. An employee required to report and serve as a juror, as prescribed by applicable law, and who serves during hours in which the employee would otherwise be working for the Employer (exclusive of overtime hours) shall be paid an amount equal to the difference between the total amount of jury pay received for that day and the amount the employee would have received in pay from the Employer had the employee not been required to serve as a juror. Payment shall be paid based upon the employee's regularly scheduled daily hours at the employee's regular straight time hourly rate during the twelve (12) months preceding jury duty.

Section 5. The Employer's obligation for pay as described in Section 1 above shall be limited to twenty (20) work days per calendar year.

Section 6. An employee is required to return to work upon release from jury duty obligation when there is four (4) or more hours remaining on their scheduled work day.

## **ARTICLE 26 – IMMIGRATION RIGHTS**

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to 60 calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

Section 2.

- a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the social security number is valid and the employee is authorized to work in the United States.
- b) In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall

notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within 48 hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

- c) A "no match" letter from the Social Security Administration (SSA) shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with a copy of the letter (provided that the letter contains no social security or other confidential information about other employees, and if so, such information shall be redacted) and inform the employee that he/she should contact SSA. It is expected that the employee will have at least 60 calendar days to correct the problem. If the problem is not corrected within 60 calendar days, the employer shall send a notice to the Union and the employee notifying them that the problem remains unresolved. If the problem has not been resolved within 30 calendar days of this notice, the Employer will meet with the Union and the employee concerning next steps.
- d) In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within 30 calendar days, the employee shall be rehired into the next available position with seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee corrects the problem within one year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

Section 3. In the event that the Employer is served with a validly executed ICE Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 4. Should an ICE agent demand entry into the Employer's premises or the opportunity to interrogate, search, or seize the person or property of any employees, then the Employer shall comply with the ICE demand and immediately notify the Union Steward.

Section 5. In no event shall any portion of this Article be interpreted or applied to require the Employer to take any action in violation of the IRCA or any other applicable laws.

## **ARTICLE 27 – TEMPORARY TRANSITIONAL DUTY PROGRAM**

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the

implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of Disabilities.

## **ARTICLE 28 – UNIFORMS**

Section 1. The Employer shall provide five (5) uniforms and one pair of slip resistant shoes at no cost to the employee for all fulltime bargaining unit members. The Employer shall provide three (3) uniforms and one pair of slip resistant shoes at no cost to the employee for all bargaining unit members who are less than full time. The uniforms will be replaced one for one on an as needed basis.

Section 2. The employees will be required to launder and maintain the uniforms.

Section 3. If an employee destroys, damages, or loses his/her uniform, the employee will be responsible for the cost of replacement.

Section 4. Employees must wear the uniform as directed by the Employer.

Section 5. The Employer will provide full time employees five sets of uniforms and part time employees three sets of uniforms on December 1 of each year.

Section 6. Employees shall be permitted to wear a one-inch union button while performing their duties, provided that the button is not derogatory toward the Employer or the Employer's Client.

Section 7. The uniform consists of a top and a bottom

## **ARTICLE 29 – BULLETIN BOARDS**

The Employer will make every attempt to provide to the Union with a glass-enclosed locking bulletin board located in the area of the EVS department time clock. No material that is derogatory to the Employer or the Employer's client shall be posted.

## **ARTICLE 30 – ALCOHOL AND DRUG ABUSE POLICY**

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must require that

its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

Section 2. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as Appendix B.

## **ARTICLE 31 – NO STRIKE / NO LOCKOUT**

Section 1. There shall be no strike or other stoppages or interference with the operations of the Employer during the life of this agreement.

Section 2. The Union shall not directly or indirectly authorize sanction, aid or abet, encourage or condone a work stoppage or a strike and shall undertake all possible steps to prevent or to terminate any strike or work stoppage, including notifying the employee of its disapproval of such action and instruct such employee to cease and return to work.

Section 3. Any employee who participates in activities that violate this Article shall be subject to discipline up to and including discharge at the sole discretion of the Employer. An employee may arbitrate whether he or she committed a violation of this Article but not the disciplinary action taken by the Employer when a violation has occurred.

Section 4. The Employer agrees that it will not lock out employees during the term of this Agreement.

## **ARTICLE 32 – RESPECT AND DIGNITY**

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 33 – STANDARDS PRESERVED**

No employee shall suffer any reduction in wages, benefits or conditions of employment, economic or otherwise as a result of the implementation of this Agreement.

## **ARTICLE 34 – PHYSICAL EXAMINATIONS**

All physical examinations required of the Employer for employees in conjunction with their employment in accordance with the practices of the Employer, shall be provided without charge. Pre-employment examinations will be on the employee's time, even after the employee is actually employed.

## **ARTICLE 35 – SEVERABILITY AND SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions of this Agreement shall remain in full force and effect. If a provision of this Agreement is invalidated by State or Federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions.

covered by this Agreement, the Employer shall notify the Union in writing as soon as the Client notifies the Employer.

### ARTICLE 37 – TERM OF AGREEMENT

This Agreement shall be in full force and effect commencing with ratification of this Agreement through and including November 14, 2017, and shall automatically continue in full force and effect for yearly periods thereafter unless notice is given in writing by either party, at least sixty (60) days prior to November 14, 2017 or any yearly anniversary date thereafter, indicating its desire to modify, amend, or terminate this Agreement.

This Agreement represents the sole and complete Agreement between the parties and supersedes all agreements, understandings and practices in effect prior to the date of this Agreement, whether the same were based on implication, written or oral agreements.

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed,

SDH SERVICES WEST, LLC  
A SUBSIDIARY OF SODEXO, INC.

  
\_\_\_\_\_  
Howard Pripas  
Director of Labor Relations

7/23/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ron Kampling, General Manager

7/28/15  
\_\_\_\_\_  
Date

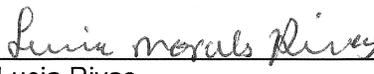
NATIONAL UNION OF HEALTHCARE  
WORKERS

  
\_\_\_\_\_  
Sal Rosselli  
President

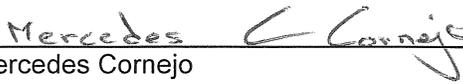
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Date

  
\_\_\_\_\_  
Rosa Almazán

6-25-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lucia Rivas

06/25/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mercedes Cornejo

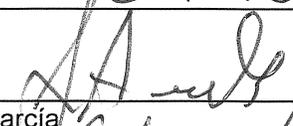
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\_\_\_\_\_  
Daniel Aguayo

6-25-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Eloisa Garcia

6-29-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jose Garcia

6/25/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Terrence Carter

6/25/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Antonio Orea

6/25/15  
\_\_\_\_\_  
Date

## **APPENDIX “A” – WAGES**

Section 1. The starting rates of pay shall be as follows:

Job Classification	Upon Ratification	11/13/15	11/11/16
Housekeeper	\$9.75	\$10.10	\$10.40
Floor Care Technician	\$11.50	\$11.75	\$12.00

Section 2. General Wage Increases, effective upon ratification are as follows:

November 14, 2014: 3.5%

November 13, 2015: 3.0%

November 11, 2016: 3.0%

Section 3.

Assignment to a lead position on a temporary basis will result in a \$1.50 increase to the employee's rate of pay for each full hour the employee functions in that assignment. This section does not apply to any individual who is working as a lead on a continuous basis.

Effective September 11, 2015, all hours worked in the Operating Room (Labor and Delivery) will be paid a differential of \$0.50 per hour.

Effective November 13, 2015, all hours worked in the third shift (also known as Graveyard shift) will be paid a differential of \$0.25 per hour.

# **APPENDIX “B” – DRUG/ALCOHOL TEST IMPLEMENTATION GUIDELINES**

## **Sodexo Inc. Drug/Alcohol Test Implementation Guidelines**

### **POST-ACCIDENT SUBSTANCE ABUSE TESTING**

#### **A. Circumstances When Testing Will Be Required**

As permitted by law, Sodexo will conduct drug and/or alcohol testing following on-the-job accidents, as defined in Section C, below, in accordance with the procedures set forth in this Article.

These procedures are designed not only to detect use of drugs or alcohol but also to ensure fairness to each Employee. Every effort will be made to maintain the dignity of Employees involved.

Employees governed by client-specific requirements must comply with those client requirements in addition to the requirements herein, if not in conflict with client requirements.

#### **B. Prohibited Substances**

- 1. Prohibited Drugs:** Unless limited by applicable state law, testing will be conducted for the presence of the following substances or their metabolites:

- \*ALCOHOL**
- \*AMPHETAMINES (Including MDMA)**
- \*COCAINE**
- \*MARIJUANA**
- \*OPIATE METABOLITES**
- \*PHENCYCLIDINE (PCP)**
- \*6-monoacetylmorphine (6-MAM; a heroin-specific metabolite)**
- \*Additional substances may be added as evidence of use dictates.**

Detection levels requiring a determination of a positive result shall, where applicable, be under accepted scientific standards in accordance with the recommendations established by the Substance Abuse and Mental Health Services Administration (SAMHSA; formerly “NIDA”) as adopted by the federal Department of Transportation (DOT).

- 2. Alcohol:** A positive alcohol test is any result reported at or above **0.04**.

#### **C. Post-Accident Testing**

An Employee Accident is defined as an unplanned event which results in a work-related injury or illness which requires outside medical treatment and cost.

For any Employee who is involved in an Employee Accident, Sodexo will conduct drug and alcohol testing.

All Employee Accidents must be reported to the Sodexo unit manager or other designated person or manager within one hour of the event – unless there are circumstances that make reporting within 1 hour impractical or impossible – but no later than three hours of the event.

Post-Accident drug and alcohol testing should occur as soon as is practical but not later than 32 hours after the occurrence of an event meeting the above criteria. Employees must report for testing within thirty-two (32) hours. If an Employee fails to do so, it will be deemed refusal to test, absent a reasonable explanation.

#### **D. Collection of Samples/Lab Analysis**

- 1. Specimen Collection** All specimen collection for drugs and alcohol will be performed in accordance with generally accepted scientific methods. Sodexo will use chain-of-custody procedures.
- 2. Specimen Analysis** Test methods permitted by state law shall be utilized. For confirmation purposes of any test screened “non-negative,” Sodexo will retain only a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.
- 3. Split-sample Analysis** The Employee may request that a confirmation test on the specimen be conducted. That request must be made in writing within three business days after being notified of the positive test result. The analysis of the split sample shall be obtained from a separate, unrelated certified laboratory chosen by the Employee and shall be at the Employee’s expense.

If the split sample analysis fails to re-confirm the presence of the prohibited substance found in the original sample then both tests shall be noted as a negative and no disciplinary action taken.

#### **E. Alcohol Testing Procedures**

All alcohol tests will be conducted in strict compliance with the rules adopted by federal and state guidelines and in accordance with the best practice in the applicable scientific community.

#### **F. Review and Notice of Rights**

Sodexo’s contracted Medical Review Officer will contact any Employee testing positive for the presence of a prohibited substance. The Employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the Employee and the MRO will be confidential. Sodexo will not be a party to or have access to matters discussed between the Employee and the MRO, except to respond to a claim made in a grievance, arbitration, lawsuit or administrative charge. Until the Employee contacts the MRO or a reasonable time has lapsed after the Employee was asked to contact the MRO, Sodexo will not be advised of the test result.

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to Sodexo as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will report the test result as a positive. Sodexo will then notify the Employee of the positive result, the substance(s) detected and the Employee’s right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an Employee’s system will be accepted.

If, during the course of an interview with an Employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO’s

reasonable medical judgment, pose a risk to safety, the MRO may report that information to Sodexo.

If the result is reported to Sodexo as positive by the MRO, Sodexo will notify the Employee in writing of the following:

1. The result of the test;
2. The Employee's right to have a split sample analyzed;
3. The Employee's right to choose the laboratory to analyze the split sample;
4. The Employee's right to take up to three business days after the date of written notice to decide whether to have the split analyzed;
5. The Employee's responsibility to pay for the split sample analysis.

#### **G. Consequences**

Any Employee who refuses to submit to the testing process or who tests positive for any prohibited substance will be terminated.

Any employee suspected of unnecessarily delaying the test process, attempting to adulterate or substitute a sample or refusing to fully cooperate in the test process will be considered to have refused to submit to testing.

In addition, a positive test, or the refusal to submit to a test, may result in a denial or loss of workers compensation benefits under state law. (This information is provided for informational purposes only, it being understood that neither the Union nor the Employer controls the grant or denial of workers' compensation benefits.)

#### **H. Confidentiality**

Unless otherwise limited by law, information and records relating to testing, test results, drug or alcohol dependencies, medical restrictions, and legitimate medical explanations provided to the medical facility, the MRO, or Sodexo's designated Human Resources Manager as part of Sodexo's drug and alcohol testing program, shall be kept confidential and maintained in medical files separate from Employees' personnel files. Such information shall be the property of Sodexo and may be disclosed to Human Resources, the MRO, and to Sodexo managers and supervisors on a need-to-know basis. Such information also may be disclosed where relevant to a grievance, charge, claim, lawsuit, or other legal proceeding initiated by or on behalf of an employee or prospective employee.

#### **I. Employee Assistance**

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, Sodexo's health insurance program or Sodexo's Lifeworks program, (888) 267-8126. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of Sodexo's Drug and Alcohol Use Policy and will not prevent termination for a positive result.

# APPENDIX "C" - COPE AUTHORIZATION



NATIONAL UNION OF HEALTHCARE WORKERS

## NUHW COPE AUTHORIZATION VOLUNTARY CAMPAIGN CONTRIBUTIONS

***Your voice can impact the political decisions affecting the funding and delivery of healthcare in our community. Sign up for COPE today!***

*Please print clearly*

<b>First Name</b>	<b>M.I.</b>	<b>Last Name</b>
<b>Street Address</b>	<b>Apt. No.</b>	
<b>City</b>	<b>Zip</b>	
<b>Home Phone</b>	<b>Cell Phone</b>	<b>Social Security Number (Last 4 Digits)</b>
<b>Employer/Facility</b>		

In order to build political power for healthcare workers to win on issues and elect candidates who advance workers' rights and affordable, quality healthcare for all, I hereby authorize and direct my employer to deduct from my paycheck the following sum and remit that amount to NUHW COPE.

**Please deduct monthly from my paycheck the amount of:**

\_\_\_\_\_ \$5    \_\_\_\_\_ \$10    \_\_\_\_\_ \$15    \_\_\_\_\_ \$20    \$ \_\_\_\_\_ per month.

I understand that this deduction is not tax-deductible and that this contribution is strictly voluntary and will be used for political purposes.

The signing of this authorization form and the making of these voluntary contributions are not conditions of membership in NUHW nor of my employment. My Union will not favor or disadvantage anyone by reason of the amount of their contribution or decision not to contribute. I may refuse to contribute without reprisal. My payroll deduction will continue until I notify NUHW in writing of any change. The submission of a new deduction authorization form will supersede any previous authorizations for this payroll deduction. I have the right to terminate this deduction at any time by providing written notification (or email) to NUHW.

Federal campaign law requires political committees to report the following information for individuals whose contributions are more than \$200 per year: name, address, occupation and employer. All information will be kept confidential unless disclosure is required by law. You must be a member of NUHW or on its administrative/executive staff to make a contribution. You must be a U.S. Citizen or a person lawfully admitted for permanent residence in the United States in order to contribute. Contributions to NUHW COPE may not exceed \$5,000 per calendar year, per contributor.

<b>Signature</b>	<b>Date</b>

**Fax** completed form to: 510-834-2018; or  
**Email** completed form to: [info@nuhw.org](mailto:info@nuhw.org); or  
**Mail** completed form to: NUHW, 5801 Christie Ave, Ste 525, Emeryville, CA 94608