



National Union of Healthcare Workers

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Collective Bargaining Agreement

with

**PROVIDENCE SAN FRANCISCO
NURSING CENTER**

August 1, 2016 - July 31, 2019

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

Weingarten Rules/Statement:

“I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline.”

Rule 1: The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

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ARTICLE I – AGREEMENT

This Agreement is made and entered into this 1st day of August, 2016 by and between National Union of Healthcare Workers (hereinafter referred to as the Union) and Providence San Francisco (hereinafter referred to as the Employer).

ARTICLE II – PREAMBLE

Whereas it is the intent and purpose of the parties hereto that this Agreement promote and improve, first and foremost, the interests of the residents of the facility, and secondarily the employees, and to avoid interruptions and interference with services to residents and to set forth herein an agreement covering rates of pay, hours of work, and conditions of employment of the Employer's employees. The parties believe that such an agreement will help and/or assist in reaching these goals.

ARTICLE III – RECOGNITION

Pursuant to NLRB Case 20-RC-18224, the Employer recognizes the National Union of Healthcare Workers as the exclusive collective bargaining representative of its employees at Providence San Francisco. The bargaining unit shall consist of all full-time, part-time, on-call and temporary employees in the following classifications: certified nursing assistant (CNA), restorative nursing assistant (RNA), cook, dietary aide, housekeeper, janitor, and laundry aide, and shall exclude all office, clerical and professional employees, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE IV – UNION SECURITY

Section 1. Union Membership Requirement

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs. At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by this Agreement and quoting or paraphrasing the provisions of this Section of the Agreement, and the Beck Notice.

Upon written notice to the Employer from the Union that an employee has failed to maintain Union membership in good standing (as defined above), the Employer and the Union shall meet with the employee to discuss a reasonable resolution. If no resolution is reached, the Employer will, not later than fifteen (15) business days from receipt of notice from the Union, terminate said employee.

Section 2. Voluntary Written Assignment of Wages

Upon voluntary signed authorization by an employee, the Employer agrees to deduct the Union dues and initiation fees, and remit same to the office of the Union not later than the 10th day of the month following the month in which the dues were deducted.

The Employer agrees to an additional voluntary check-off for COPE, the Committee on Political Education. The Employer shall deduct the amount indicated on mutually agreed upon forms and remit the same to the office of the Union.

Section 3. Hold Harmless

The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's compliance with the provisions of this Article. In addition, the Employer shall have no monetary liability to the Union for failure to comply with the provisions of this Article unless: (a) it deducts monies from employees' checks pursuant to this Article and fails to remit the same to the Union; or (b) fails to make deductions from employees' checks for a period of two (2) months and after written notice from the Union regarding its failure to deduct does not cure, on a prospective basis only, within fifteen (15) days from receipt of the notice.

Section 4. Check-Off

In order to facilitate the reconciling of dues and to properly credit members for the payment of dues and assessments, the Employer shall provide to the Union monthly:

- A. List of employees who are union members;
- B. Last known home address;
- C. Primary phone number if provided by the employee. If not, last known home phone number;
- D. Unique employee identifier;
- E. Job classification;
- F. Category (Full Time, Part Time, etc.);
- G. Hire date;
- H. Rate of pay; and
- I. Withholding from the employee for dues or other Union assessments.

The Employer shall provide a list of all bargaining unit employees for whom no amounts were deducted and the reason for the lack of deduction.

The Union will hold the Employer harmless against any claim or obligation which may be made by any person by reason of the deduction of Union membership fees or assessments, including the cost of defending against any such claims or obligations.

ARTICLE V – MANAGEMENT RIGHTS

Section 1.

Except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. Without limiting the foregoing, the responsibilities and authority of management include the right to:

- A. Manage, direct and control its property and workforce;
- B. To conduct its business and manage its business affairs;
- C. To direct its employees;

- D. To hire;
- E. To assign work;
- F. To transfer;
- G. To promote;
- H. To demote;
- I. To layoff;
- J. To recall;
- K. To evaluate performance;
- L. To determine qualifications;
- M. To discipline;
- N. To discharge;
- O. To adopt and enforce reasonable rules and regulations;
- P. To establish and to effectuate existing policies and procedures including but not limited to a drug\alcohol testing policy and an attendance\tardiness control policy;
- Q. To establish and enforce dress codes;
- R. To set standards of performance;
- S. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
- T. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;
- U. To determine if and when positions will be filled;
- V. To establish or abolish positions;
- W. To discontinue any function;
- X. To create any new service or function;
- Y. To establish rules and regulations regarding employees' use of the parking lot, including, but not limited to, establishing, increasing or decreasing the number of parking spots available for bargaining unit employees;
- Z. To promulgate, eliminate, modify, post and enforce rules and regulations governing the conduct and acts of employees during working hours;
- AA. To determine employee benefits;
- BB. To subcontract bargaining-unit work;
- CC. To require that duties other than those normally assigned to be performed;
- DD. To establish, change, combine or abolish job classifications;
- EE. To discontinue or reorganize or combine any department or branch of operations;
- FF. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
- GG. To establish total bargaining unit hours needed to staff the facility; to increase or decrease bargaining unit hours; to call off employees before the start of their shifts; to send employees home during their shifts; to establish shift lengths;

- HH. To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
- II. To determine and schedule when overtime shall be worked;
- JJ. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
- KK. To determine the appropriate staffing levels required at the facility; and
- LL. To determine the appropriate mix of employees, by job title, to operate the facility.

The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

The Employer's Rules and Regulations as set forth in the Employee Handbook shall apply to all Union employees to the extent that such term, condition, policy or procedure is not inconsistent with this Agreement. It is understood that the contract provisions govern in the event of a conflict. If the Union believes that any such term, condition, policy or procedure is in conflict with this Agreement, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. These Rules and Regulations are referenced as Appendix B to this Agreement, and, are subject to change at the sole discretion of the Employer.

Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity.

The Employer shall have the unilateral right to modify the terms or conditions of employment of covered employees, which are not the subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to meet and discuss the changes with the Employer, if requested by the Union within ten (10) days of notice of the change.

ARTICLE VI – DISCIPLINE

Section 1. Principles

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Policies, provided such policies are not inconsistent with this Agreement. Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

The Grievance Procedure appearing under Article XXIV is the minimum standard and shall apply to all cases of discipline of Union members except Employer Policies that provide greater protection shall be substituted as determined individually by each employee and the Union. The Shop Steward may meet and discuss any disciplinary action of a Union member with Employer.

Section 2. Patient Abuse Allegations

In recognition of the special importance of resident care issues, allegations of resident care abuse by any employee of the facility shall be handled with special recognition of their seriousness and sensitivity. In cases not involving resident care issues, just cause shall have the traditional meaning of "cause" under traditional labor law principles.

In cases involving resident care, the standard of "cause" shall be met if the Employer had an objectively reasonable belief that the alleged actions or failure to act occurred. The Employer agrees to submit to the arbitrator the investigation that the State of California Department of Health conducted on the incident in dispute. Upon review of that report the arbitrator shall give consideration in any findings he/she may render in the case.

ARTICLE VII – PROBATIONARY PERIOD

The service of any new employee shall be probationary for a period of ninety (90) days from the first day of employment. The probationary period shall be sixty (60) days for an employee who transfers into a position different from that into which the employee was hired. During their probationary period, employees shall be subject to discipline/dismissal without having recourse to the grievance and arbitration procedure herein provided. The probationary period can be extended at the sole discretion of the Employer for up to sixty (60) days upon notice to the Union. Any absence exceeding one (1) week during the probationary period will automatically extend the introductory period by the length of the absence. During the probationary period, employees shall not be entitled to any company sponsored benefits, unless required by law, except for those employees whose status as probationary is due to their moving from one position to another. Upon completion of the probationary period, employees shall be placed on the regular seniority list and seniority shall commence as of the date of hire. Employees who transfer into a different position from that into which they were hired and are terminated during their probationary period for inability to perform the new job functions shall be offered, upon request, the first available vacant position in their old job function. Seniority for these individuals shall be based on their initial hire date with the facility in a bargaining unit position with the exception of that period of time the employee was not in the employ of the Employer.

ARTICLE VIII – UNION REPRESENTATIVES & SHOP STEWARDS

A single Union Representative will be permitted to visit the facility to ascertain that the provisions of this Agreement are being observed and to confer with employees covered by this Agreement during their non-work time and in non-work areas. Such visits shall not interfere with the operation of the nursing home or the performance of the employees' duties. Any contact between the Union Representative and on-duty employees shall be limited to common pleasantries. Immediately upon entering the facility, the Union Representative shall inform the manager in charge of his/her presence at the facility. The manager in charge may be the Administrator, Director of Nursing, house supervisor or other senior manager on duty.

Upon request of the Union, the Employer will consider the appointment of a second (2nd) official representative for a limited period of time and for a specified purpose. Such requests shall not be unreasonably denied. The second (2nd) representative, if approved, must follow the same rules and limitations set forth in this Section.

The Union will furnish the name(s) of any Union Representative who will visit the facility to the Employer. Union Representatives will behave in a respectful and professional manner while inside the facility.

A Union Representative who severely disrupts the operation of the facility may be asked to leave at the discretion of the Employer. The Union Representative shall immediately comply. Any resulting dispute may be sent to mediation before the FMCS upon request of either party, provided, however, that the parties have scheduled and held a meeting to determine, if possible, the conditions under which the Union Representative may return to the facility. Such a meeting shall not be unreasonably delayed. In the event such meeting is unsuccessful, the Union may appoint an

alternate official representative during the period the primary representative is not permitted in the facility.

The Union may designate one shop steward per fifteen (15) bargaining unit members (rounded up) for the purposes of administering the Collective Bargaining Agreement, including receiving and processing grievances. The Union will provide the names of duly authorized Shop Stewards to the Employer upon request as well as upon any changes thereto.

The Employer will create a bank of sixty (60) hours per year that Shop Stewards may draw on to perform the following duties: steward meetings; receiving, processing, and presenting grievances; and attending orientations. The Employer may create reasonable rules around accessing and reporting of steward hours. It is understood that Shop Stewards conducting Union business outside their scheduled shifts will not be allowed to draw on steward hours without permission from a management representative.

Shop Stewards will obtain permission from their immediate supervisor before leaving their work area to conduct Union business.

The Employer shall allow Shop Stewards to visit the facility on their off-duty time if no other steward is available and on duty to ascertain whether or not the Agreement is being observed and to assist in investigating grievances and complaints. Any Shop Steward doing so shall not interfere with the operation of the nursing home or the performance of the employees' duties, and any contact between off-duty Shop Stewards and on-duty employees shall be limited to common pleasantries.

A single Union Shop Steward may be present during orientation of new employees to make a presentation about the Union not to exceed fifteen (15) minutes. The Employer will inform Union Stewards of new hires undergoing orientation. The Union Representative may also be present for the orientation.

Shop stewards shall not direct any employee how to perform or not perform his/her work in his/her role as shop steward, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Employer or any other employee.

ARTICLE IX – UNION LEAVE

Employees may request an unpaid leave of absence to perform work for the Union with a minimum of thirty (30) days' notice to the Employer. Such leaves are subject to approval by the Employer and may be for any duration up to three (3) months with mutual consent. Seniority will not accrue during the leave of absence. At the completion of the approved leave, the employee shall be returned to a position that is the same or equivalent to the position the employee held prior to the leave, unless such position was eliminated pursuant to the provisions of this Agreement. Employees on union leave may request to use any accrued, unused vacation they may have in their vacation bank.

ARTICLE X – BULLETIN BOARD

The Union shall have exclusive use of a bulletin board of approximately 2' x 3' in one employee break room. Union Representatives or Shop Stewards will, as a courtesy, provide the Administration a copy of any notice(s) posted on the bulletin board.

The Union further agrees not to post material on the board that is false. If the Employer deems that any posting violates the provisions of this Article, it may immediately remove said materials from the bulletin board after providing notice to the Union. Any dispute over removal of a posting can be referred to mediation before the Federal Mediation and Conciliation Services.

ARTICLE XI – HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS AND PAY DAYS

Section 1. Definition

This Article is intended to define the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

- A. **Straight Time.** A straight-time day's work shall consist of not more than eight (8) hours, excluding the one-half (1/2) hour meal period. The straight-time workweek shall consist of not more than forty (40) hours.
- B. **Work Week Modification.** The Employer reserves the right to modify the workweek or workday for some or all of its employees at its sole discretion.
- C. **Split Shifts.** There shall be no splits shifts. If during this Agreement, the Employer should desire to institute the concept of split shifts, the Employer shall notify the Union. The split shift shall not be implemented unless the employee(s) agree to such shift.
- D. **Regular Day.** The regular day (for the purposes of determining the payment of overtime) shall begin at 12:01 a.m. and end 24 hours later.
- E. **Regular Workweek.** The regular workweek will be a period of seven (7) consecutive days commencing on Sunday and ending on Saturday.
- F. **Rest Periods.** Employees are entitled to one fifteen (15) minute rest period without deduction in pay for every four (4) hours worked. Meal periods shall be in accordance with California law.
- G. **Overtime.** Overtime shall be paid in accordance with state and federal law. The Employer may schedule mandatory overtime to meet the needs of the operation.
- H. **Pyramiding Overtime.** There shall be no pyramiding of overtime.
- I. **Reporting.** Reporting pay shall be handled in accordance with state law.
- J. **Pay Periods.** Pay periods and pay days shall be as outlined in the Employer's policies. The Employer reserves the right to change the pay periods and pay days after meeting and conferring with the Union.
- K. **Schedules.** Employee schedules shall be posted at least seven (7) days prior to the first workday on the schedule. Change to the posted schedule may be made by the Employer to meet the needs of the business, including the right to send employees home after the start of their shift and before their shift.
- L. **Meal and Rest Periods.** Meal and rest periods shall be handled in accordance with California law except as set forth in this Agreement.
- M. **Split Shifts.** The Employer will utilize commercially reasonable efforts to avoid the use of split shifts.
- N. **Paycheck Errors.** Any mistakes in an employee's paycheck that are greater than \$50.00 that are not the result of an error caused by the employee, shall be corrected and delivered to the employee within three (3) working days, Monday through Friday, and from the time of notification, if notified by 12:00 noon, Monday through Friday, of an incorrect paycheck by an employee to the administrator or payroll clerk. Payroll errors of \$50.00 or less shall be corrected on the next paycheck.

ARTICLE XII – WAGES AND PAYDAYS

Section 1.

Wage rates and classifications are set forth in Appendix A attached and incorporated herein:

- A. When an employee is specifically assigned by the facility to the temporary relief of an employee in a higher paid classification for four (4) hours or more, such employee shall be paid the rate of the higher paid classification at the applicable tenure step for all time worked while so assigned.
- B. Paydays are the 10th and 25th of the month, or such other fixed and recurring days as designed by the Employer.
- C. Each employee shall have the right to know his/her accruals in sick leave and vacation. Employees requesting information pursuant to this Article shall do so in writing. The Employer shall make a reasonable effort to include vacation accruals on pay stubs on a regular basis.
- D. Cooks and dietary aides working an eight (8) hour shift shall be entitled to one (1) meal provided that meal taking shall in no event cause an interruption in the cook's regular work. This meal shall consist of lunch or dinner depending on the shift worked. Because this provision is intended in part to provide quality control of the meals prepared for the residents, the meal provided must be that served to the residents.
- E. A shift differential of twenty-five cents (\$0.25) per hour in addition to the hourly rate of pay shall be paid to all employees working a shift that commences on or after 2:00 p.m. or before 11:59 p.m.

ARTICLE XIII – CATEGORIES OF EMPLOYEES

Section 1. Status Changes

The Company allows only one (1) employee status change per year.

Section 2. Exceptions

Exceptions will be reviewed on a case-by-case basis and may be granted only if the status change is justified by business necessity and approved by the facility administrator and regional director, if applicable.

Section 3. Employee Types

- A. Regular Employees. Regular employees are those who have completed their introductory period of employment. Such employees may be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works. Eligibility for health insurance will be pursuant to the minimum requirements set forth by the Affordable Care Act.
- B. Full-time Employees. Regular full-time employees are those normally scheduled to work and who do work a schedule of at least thirty (30) hours per week. Regular full-time employees may be eligible for employee benefits after completion of the benefits-eligibility waiting period.
- C. Part-time Employees. Regular part-time employees are those who are scheduled to work and who do work a schedule of less than a full-time schedule. Part-time employees may be assigned a work schedule in advance or may work on an as-

needed basis. Part-time employees are not entitled to any company-sponsored benefits, except as required by law.

- D. On-call Employees. On-Call employees are those working on an irregular basis. On-Call employees are not entitled to any company-sponsored benefits, except as required by law.
- E. Temporary Employees. Temporary employees are those who are hired on an interim basis to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change by the Employer. Temporary employees are not entitled to any company-sponsored benefits, except as required by law. The Employer shall notify the Union of any temporary assignment expected to extend beyond ninety (90) days. The Employer does not intend for temporary positions to extend beyond three hundred sixty-five (365) days in length.

ARTICLE XIV – SUBCONTRACTING

Section 1.

The Employer reserves the right to subcontract any and all bargaining unit work. The Employer agrees to meet and confer with the Union prior to making such a decision.

The Employer further agrees that in the event it subcontracts work, the Employer will require the subcontractor to hire the current employees who are doing the subcontracted work so long as they are eligible for employment (citizenship, necessary licensure [if applicable], background check, not on any state or federal exclusion list, etc.).

The Employer shall require the subcontractor to recognize the Union as the collective bargaining representative of the employees performing said work and continue the terms and conditions of the Collective Bargaining Agreement through its full term and execute an agreement to be bound by the terms of this Agreement.

- A. Nothing in this provision shall require the subcontractor to offer the same medical or dental insurance plans, or the same 401k or other retirement benefits, or the same group life or disability plans. The subcontractor may implement its own medical and dental plans, 401k and other retirement plans, disability plan, and group life insurance plans and may also implement its own time off plan.
- B. With regard to medical and dental insurance benefits, the subcontractor shall offer a plan that is similar on the whole to the Employers' plan.

ARTICLE XV – EMPLOYMENT AND INCOME SECURITY

Section 1.

The parties acknowledge that changes in staffing levels will be required to due census, acuity and other items. In light of the understanding above, when the Employer determines that a reduction in daily staffing is necessary, staff will be removed from scheduled shifts according to the following:

- A. Registry/agency/travelers;
- B. Any employee scheduled to work overtime by reverse seniority;
- C. Volunteers among affected classifications;
- D. Temporary employees;

- E. On Call/per-diem employees;
- F. Part-time employees;
- G. Full-time employees by reverse seniority.

ARTICLE XVI – PAID VACATION

Section 1. Eligibility

All regular full-time, employees are eligible to earn paid vacation. Part-time employees do not accumulate vacation benefits.

After three (3) months of continuous employment, regular full-time employees of thirty (30) hours per week become eligible to use their vacation benefits.

Vacation pay is based upon a calendar year and the employee's years of service (based on hire date by the building regardless of ownership), and begins accruing for employees after the satisfactory completion of a ninety (90) day service waiting period. Vacation does not accumulate during an unpaid leave of absence.

Section 2. Accumulation

Eligible employees will accumulate vacation as follows:

Length of Service	Accumulation Rate per Pay Period	Annual Vacation Accumulation	Accumulation Cap
90 Days-12 Months	2.22222 hours	1 week/40 hours	250 hours
13-59 Months	3.33333 hours	2 weeks/80 hours	250 hours
60+ Months	5.00000 hours	3 weeks/120 hours	250 hours

Vacation is accrued over a period of eighteen (18) pay periods for the 1st year of service, and is accrued over a period of twenty-four (24) pay periods for each year thereafter.

To determine the number of vacation hours accrued one may multiply the applicable accrual rate by the number of pay periods worked (holidays, vacation days and sick days taken are also used in the calculation).

Employees are eligible for vacation pay after completing probation and will not accrue during the first three (3) months of employment.

Except as otherwise allowed by law, paid vacation time can be used in any amount of increments. To take vacation, employees should request approval in writing at least two (2) weeks in advance of the anticipated time off from their Supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Although the Employer will attempt to accommodate a timely vacation request, it cannot guarantee that such a request will be granted on all occasions.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Section 3. Maximum Accrual

Employees may not accrue more than a maximum of two hundred fifty (250) hours of vacation. Once the maximum accrual is reached, an employee will cease earning vacation benefits. Vacation accruals shall resume, up to the maximum, after the employee has used some of his or her vacation and the employee's accrual has dropped below two hundred fifty (250) hours.

In lieu of taking vacation, an employee may request payment for half of his/her vacation hours he/she has accrued. When an employee wants pay in lieu of time off, the employee must complete a Vacation Payment Request form and submit it to his/her Supervisor at least seven (7) days before the pay date on which the employee would like to receive payment.

Unused accrued vacation will be carried over and the employee will not be entitled to pay for this unused time.

Upon termination of employment, an employee will be compensated for all vacation benefits accrued, but not used at the rate of compensation paid at the time of termination.

ARTICLE XVII – PAID SICK LEAVE

Section 1. Eligibility

Employees are eligible to accumulate one (1) hour of paid sick leave for each thirty (30) hours worked up to a cap of seventy-two (72) hours.

Section 2. Accumulation & Maximum Accrual

If the cap is reached, no further paid sick leave is accumulated until accumulated time is utilized. Accumulated time can be carried over from year to year up to the seventy-two (72) hour cap.

Section 3. Family Sick Leave

Employees may use any or all of their paid sick days to care for an ill child, parent, sibling, grandparent, grandchild, spouse or a registered domestic partner.

Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one (1) person for whom the employee may use paid sick leave when providing aid or care for the person consistent with policy as outlined above. Employees without a spouse or registered domestic partner have ten (10) work days following the date on which their first paid hour of sick leave accumulates to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each January 1 and extending for a period of ten (10) work days. Employees should contact human resources to request a form for this purpose.

Section 4. Employee Responsibility

Employees who will be out of work due to their use of a paid sick day must call in and notify the Administrator or his/her designee as early as possible, but at least two (2) hours prior to the start of their workday. Employees who call in sick for four (4) or more consecutive days due to their own illness, or there is a pattern of absences, may be required to provide their supervisor with a doctor's note on the day they return to work. Verification of use for "kin care" also may be required.

Accumulated, unused sick time is not paid out at separation.

ARTICLE XVIII – PAID HOLIDAYS

Section 1. Eligibility

Regular, full-time employees will be paid for the following holidays upon completion of a ninety (90) day waiting period.

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

In order to be eligible for holiday pay employees must work their full scheduled shift the day before, the day of and the day after the observed holiday unless previously scheduled off in accordance with time off policies. Any employee with unexcused absences that occur before, the day of, or the day after any observed holiday may result in loss of pay for that holiday.

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate.

Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate), or the eligible employee will receive an additional day off at the option of the Employer.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate), or the eligible employee will receive an additional day off at the option of the Employer.

ARTICLE XIX – LEAVE OF ABSENCE

The Employer will comply with all state, federal and local laws regarding leaves of absences.

ARTICLE XX – PAID BEREAVEMENT LEAVE

Full-time employees who lose a close relative will be allowed two (2) days of paid time off to assist in attending to their obligations and commitments. If more than two days is required, two (2) additional days may be granted. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, grandparent, sibling, legal guardian, spouse's parent, spouse's child, spouse's sibling or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death unless the funeral is outside of the United State in which case paid leave can be taken on regularly scheduled consecutive workdays within fourteen (14) days of death. The employee must inform his/her supervisor prior to commencing bereavement leave. In administering this policy, the Employer may require verification of death.

ARTICLE XXI – HEALTH AND DENTAL INSURANCE

HSA is used in this Article to refer to a Health Savings Account.

Effective April 1, 2016, the Employer will implement Kaiser Plan “CalChoice Kaiser C Bronze HMO (HSA Eligible)”.

Effective March 1, 2016, the Employer will contribute 85% of the premium for employee only coverage (based on age rated premiums provided by Kaiser). The employee pays the remainder of the premium for the Kaiser C Bronze HMO (HSA Eligible). The Employer will also contribute \$90/month/employee to the HSA (participating employees only).

Effective March 1, 2017, the Employer will contribute \$85/month/employee to the HSA (participating employees only). The percentage contribution to the plan remains unchanged.

Effective March 1, 2018, the Employer will contribute \$75/month/employee to the HSA (participating employees only). The percentage contribution to the plan remains unchanged.

ARTICLE XXII – LIFE INSURANCE

The Employer will make available at its sole discretion life insurance the cost of which is to be borne 100% by the employee.

ARTICLE XXIII – ANNUAL PHYSICAL EXAMS

The Employer will require all new employees to undergo a pre-employment physical exam. The Employer also has the right to require existing employees to undergo fitness for duty examinations consistent with applicable law. Existing employees shall also be required to undergo an annual physical examination. If an employee is scheduled for a physical examination on his or her day off, he or she shall be compensated for one (1) hour of pay. If the physical examination is conducted by the Employer’s designated physician, the cost of the examination shall be borne by the Employer. Employees using their own physician shall bear the entire cost.

The Employer reserves the right to terminate any employee who fails or refuses to undergo a required physical examination, including tuberculosis screening.

ARTICLE XXIV – GRIEVANCE PROCEDURE

Section 1. Grievance Procedure

Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

All grievances must be presented in writing at every step. Such writing shall specify in detail the acts upon which the grievance is based and the particular provisions of this Agreement allegedly violated by said acts. Failure to properly present a grievance in writing at this stage of the grievance procedure shall constitute a waiver of such grievance and bar all further action thereon, unless it is a “continuing violation” as that term is defined under the law. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. It is mutually understood and agreed that nothing herein will prevent an employee from discussing any problem with his/her supervisor or other representative of Management at any time, with or without his/her Union steward, prior to initiating a formal

grievance. Failure to present a grievance within twenty (20) calendar days of the date the employee became aware of the issue shall nullify the grievance.

Step I: The complaint must be presented to the Department Head within twenty (20) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. The Department Head will respond within ten (10) calendar days of the Step 1 meeting to affected employee(s) or the shop steward. The Step I response will settle the matter, unless appealed to Step II.

Step II: If the matter is not resolved at Step I, it shall be reduced to writing and presented to the facility administrator within seven (7) calendar days of the Step I response or from the time the Department Head should have responded in Step I. The Union Representative or the Shop Steward and the facility Administrator shall arrange a mutually agreeable date to meet within seven (7) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The seven (7) day deadline may be extended only by mutual agreement between the Union and the Employer. The facility Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

Step III: If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Regional Director of Operations or his/her designee. The Regional Director of Operations or designee will respond in writing within ten (10) calendar days of receipt of the grievance or a meeting, whichever comes later. The Employer will utilize reasonable efforts to schedule this meeting in a timely fashion.

Section 2. Arbitration

If a grievance is not settled under the Employer's grievance policy, the Union may defer it to arbitration within twenty (20) calendar days of the Employer's decision. The Union's request for arbitration must be made in writing, by the twentieth (20th) day, after the Employer's answer to the last step in the grievance procedure has been served on the Union, or the grievance will be deemed to have been resolved on the basis of the Employer's last answer and will not be arbitrable. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

The Arbitrator shall be selected from the AAA's Labor Arbitration Rules Panel who shall arbitrate grievances regarding employee terminations and other agreed issues. The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Employer.

The Arbitrator may consider and decide only the particular grievance presented to him/her in a written stipulation by the Employer and the Union, and his/her decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, the Court Reporter and the transcript shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of

the essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein.

The parties agree that the arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of his/her sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. The parties agree that neither shall compel a resident, patient or family member to be a witness. However, if a resident or family member wishes to voluntarily appear at an arbitration, nothing in this Article shall prohibit him/her from doing so.

In terminations stemming from suspected or actual resident abuse, both the Union and the Employer agree to stipulate to the following facts:

- A. Both the Employer and the Union are committed to an environment where residents are free from any form of abuse.
- B. Both the Employer and the Union agree that resident abuse is a violation of a resident's rights and California and federal law.
- C. When a resident makes an allegation of abuse, assuming the resident does not suffer from severely impaired cognitive state such that his or her allegations should not be believed, the Employer is obligated and permitted to consider the resident's allegations as accurate.
- D. The arbitrator shall uphold the termination if the employee is unable to establish by a preponderance of the evidence that the resident was lying or mistaken.
- E. Reinstating an employee previously accused of resident abuse could expose the Employer to additional liability if the employee engages in that type of behavior in the future.
- F. The parties agree to stipulate before the arbitrator that the facility is bound by the definition of abuse contained in applicable state and federal regulations.
- G. The Employer has a zero tolerance policy regarding abuse and employees are aware of this fact.
- H. All employees of the Employer are trained in recognizing and reporting elder and dependent abuse and are mandated by law to report the same even if they doubt the veracity of the allegations. An employee must report a known or suspected instance of abuse if he or she: (a) has observed or has knowledge of an incident that reasonably appears to be abuse; (b) has been told by an elder or dependent adult that he or she has experienced behavior constituting abuse; or (c) reasonably suspects that abuse has occurred.
- I. If the arbitrator concludes an employee is guilty of abuse as that term is defined by state or federal law, he/she shall uphold whatever measure of discipline was implemented by the Employer.

ARTICLE XXV – SENIORITY

Section 1.

- A. Seniority shall be defined as an employee's length of continuous employment at the facility in a full-time or part-time bargaining unit position.
- B. In filling any vacancy, all qualified employees shall be preferred over outside applicants provided the ability of the Employer to care for particular residents is not compromised. Between existing employees, seniority shall govern provided the ability of the Employer to care for the particular residents is not compromised.

- C. Any necessary lay-off shall be in reverse order of seniority provided the ability of the Employer to care for particular residents is not compromised. Recall from lay-off shall be in order of seniority provided the ability to care for the particular residents is not compromised.
- D. Seniority shall apply in vacation scheduling, subject to the requirements of patient care.
- E. Seniority shall be broken by reason of voluntary quit, discharge for cause, failure to return from an authorized leave of absence, accepting employment elsewhere while on leave, failure to return from layoff upon proper recall by the Employer, upon notification by the postal service that a certified notice of recall was undeliverable, unemployment for six months (6), or a single absence from work without notification to the facility during the contract period. An employee whose seniority is lost for any of the reasons outlined above shall be considered a new employee if the Employer again employs him/her. The failure of the Employer to rehire said employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

The Employer has the sole and exclusive right to determine the total number of labor hours needed to run its operations and can adjust that number upward or downward without consultation or notice to the Union. Nothing in this Section shall limit the Employer's right to call off employees or send them home before the end of their shift. In addition, the Employer enjoys the sole and exclusive right to determine the mix of job classifications needed to run its operations. The Employer also reserves the right to reduce scheduled hours or modify staffing patterns for some or all bargaining unit employees in a given classification in response to low daily census or other business conditions. Any inadvertent violations of this provision shall not result in economic compensation to any employee.

It shall be the responsibility of the employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing of any such changes within two (2) days of the date of any change.

ARTICLE XXVI – NO DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national origin, lawful political affiliation, physical handicap, medical condition, genetics, sexual orientation, gender, age, marital status or any other protected class.

Wherever the masculine pronoun is used in this Agreement, it is understood that it applies to the feminine as well.

ARTICLE XXVII – IMMIGRATION AND PRIVACY RIGHTS

Section 1.

- A. The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

- B. All employees of the Employer will be required to establish that they are eligible to work in the United States.
- C. Any employee who is absent from work due to court or agency proceeding relating to immigration matters and who returns to work within thirty (30) days of commencement of the absence, and who present documentation of appearance at such proceedings shall be reinstated to the position held by the employee prior to his or her absence.

ARTICLE XXVIII – SUCCESSORSHIP

In the event the facility covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will encourage the new owners, assignee, lessee or transferee to hire the existing bargaining unit employees and recognize the Union as their exclusive bargaining representative. The Employer will utilize its best efforts to provide the Union sixty (60) days' notice of any sale, lease or other transfer, if possible.

ARTICLE XXIX – NO STRIKE/NO LOCKOUT

During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, stoppage of work, retarding of work or boycott, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. Prior to conducting any kind of picketing and/or handbilling, the Union shall give the Employer written notice seven (7) calendar days prior to initiating such activity. The Employer shall, during this seven (7) day period, have the option of notifying the Union that it wishes to engage in a discussion to avoid the picketing and/or handbilling. If the Employer timely exercises this option, a meeting shall occur between the Employer, the Union and FMCS to see if the picketing and/or handbilling can be avoided. No picketing and/or handbilling shall occur until such meeting is concluded. Nothing in this Section is intended to relieve the Union of its obligations under Section 8(g) of the National Labor Relations Act.

The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

ARTICLE XXX – LABOR MANAGEMENT COMMITTEE

The Employer and the Union may establish a Labor Management Committee upon mutual agreement.

ARTICLE XXXI – WORKLOAD

The Employer shall utilize its best efforts to distribute the workload equitably. Alleged violations of this Section shall not be subject the provisions of the grievance and arbitration procedure set forth in this Agreement. However, the parties may participate in non-binding mediation before a mediator appointed by FMCS. Such mediations shall occur on no more than one (1) occasion every six (6) months.

ARTICLE XXXII – JOB DESCRIPTIONS

Job descriptions, to the extent they exist, for bargaining unit employees, will be made available to the employees and/or Union upon request.

ARTICLE XXXIII – SAVINGS

If any provision of this Agreement or the application of such provision to any person or circumstance is ruled contrary to law by any Federal or State court or duly authorization agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXXIV – JURY DUTY

It is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide the Employer with proper notice of a request to perform jury duty and with verification of service. Employees also are expected to keep Management informed of the expected length of jury duty service and to report to work for the major portion of the day if he/she is excused by the court. If the required absence presents a serious conflict for Management, the employee may be asked to try to postpone his/her jury duty. Employees on jury duty leave shall receive the difference between straight time pay and any jury duty pay for the first day of jury duty upon providing proof of service and payment to the Company. Employees who have jury duty exceeding one day may utilize any accrued, unused vacation in their vacation bank to cover the difference between jury duty pay and their normal earnings.

ARTICLE XXXV – RETIREMENT

Section 1.

Bargaining unit employees shall be eligible to participate in the Providence 401(k) plan; the participation in the plan is voluntary.

Employees may be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan. The Employer will continue the current Employer match percentage for the term of this Agreement which is as follows:

The Employer will contribute \$0.25 for every \$1.00 contributed by employees up to 4% of income. Only employees employed on December 31st will be entitled to the Employer match for contributions they make that year. The match will be made by the Employer in the first quarter of the following year. Employer matches are subject to the following vesting schedule:

- A. After 1 year of employment - 20%
- B. After 2 years of employment - 40%
- C. After 3 years of employment - 60%
- D. After 4 years of employment - 80%
- E. After 5 years of employment - 100%


The 401(k) savings plan allows employees to elect how much of their salary, within the limits of the plan, to defer and provides for self-directed investment of plan accounts, so employees can tailor their own retirement package to meet their individual needs. Employees' elections can be made as a percentage per pay period.


Because deferral to a 401(k) plan is automatically deducted from employee's pay before federal and state tax withholdings are calculated, employees save tax dollars now by having their current taxable amount reduced. The amounts deducted generally will be taxed when they are finally distributed.

ARTICLE XXXVI – TERM

This Agreement shall be in full force and effect and shall remain operative and binding on the parties until July 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter unless one party, the Union or the Employer, shall give notice to the other, in writing, no more than ninety (90) days, but not fewer than sixty (60) days prior to the expiration date of this Agreement of a desire to change or modify or terminate this Agreement.

National Union of Healthcare Workers:


Sal Rosselli, President Date 2/6/17


Dennis Dugan Date 2/6/17


Remedios Muneton Date 1/24/17


Luz David Date 1-24-17


Cynthia Yee Date 2-3-17


Rosep Diaz Date 01/24/17

Providence San Francisco Nursing Center:


Ricky Martin, Administrator Date 1/31/17

APPENDIX A – WAGES AND CLASSIFICATIONS

The following job classifications are included in the bargaining unit: Certified Nursing Assistant (CNA), Restorative Nursing Assistant (RNA), Cook, Dietary Aide, Housekeeper, Janitor, and Laundry Aide.

Effective on the 1st of the month following ratification, all bargaining unit employees shall receive an increase in the amount of 2.33%

Effective September 1, 2017, all bargaining unit employees shall receive an increase in the amount of 2.33%

Effective September 1, 2018, all bargaining unit employees shall receive an increase in the amount of 2.34%.

THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE

If the answer to these seven questions is yes, Management may have just cause for discipline.

1. **Forewarning** – Did Management give the worker forewarning of possible disciplinary consequences of the workers conduct?
2. **Reasonable Rule** – Was Management's rule or order reasonably related to the orderly, efficient and safe operation of the organization's business and to the performance that Management might reasonably expect of the worker?
3. **Discovery** – Did Management make an effort to discover whether the worker violated or disobeyed a rule or order before disciplining her or him?
4. **Fair Investigation** – Was Management's investigation conducted fairly and objectively?
5. **Evidence of Guilt** – At the investigation, did Management have substantial evidence that the worker was guilty as charged?
6. **Evenhanded Application** – Has Management applied its rules, orders, and penalties evenhandedly and without discrimination to all workers?
7. **Fair Punishment** – Was the degree of discipline administered by Management reasonably related to the seriousness of the offense and the record of the worker's service to the employer?