



**COLLECTIVE BARGAINING
AGREEMENT**

Between

NATIONAL UNION OF HEALTHCARE WORKERS

and

SAN FRANCISCO NURSING CENTER

May 1, 2012 – April 30, 2015

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AGREEMENT

This Agreement is entered into by Meridian Foresight (San Francisco Nursing Center) - hereinafter referred to as San Francisco Nursing Center or the Employer, and the National Union of Healthcare Workers - hereinafter referred to as NUHW or the Union.

PREAMBLE

Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the health care facility. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

SECTION 1. 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 the San Francisco Nursing Center. 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.

SECTION 2. UNION MEMBERSHIP

- A. 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.

- B. 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, the form to be furnished by the Union. Not later than the tenth (10th) of the following month, the Employer shall supply the Union with the names, addresses and classifications of work of new employees and the names of employees terminated. Upon written notice to the Employer from the Union that an employee has failed to maintain Union membership in good standing (which shall mean payment of dues and initiation fees uniformly required of all members), the Employer and Union shall meet with the employee to determine a reasonable resolution. If no resolution is

reached, the Employer will, not later than fifteen (15) days from receipt of notice from the Union, terminate said employee.

SECTION 3. DUES CHECK-OFF AND COPE

The Employer will present new employees with a “Union Check-off Authorization Form,” and, 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 on a monthly basis. The Employer and the Union shall maintain standard authorization forms for presentation and processing purposes. The Union will be responsible for providing the standard authorization forms.

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 same to the office of the Union.

Union dues, initiation fees, and any other contributions deducted from employees’ pay pursuant to this section shall be remitted to the union no later than fifteen (15) working days following the date of deduction.

In order to facilitate reconciling the dues payment and to properly credit members for the payment of dues, initiation fees, and any other contributions, the Employer shall provide the following in hard copy and electronic format monthly:

- List of employees, alphabetical by last name
- Home address
- Home phone number
- Social security number
- Job classification
- Work location
- Category (Full Time, Part Time, etc.)
- Hire date
- Rate of pay
- Withholding from each check-separately listing and totaling initiation fees, monthly dues, voluntary COPE contribution, and any other deduction, indicating the pay periods for which the deductions were made.

The Employer shall also provide a list of all bargaining unit employees, or employees doing bargaining unit work, for whom no amounts were deducted and the reason for lack of deduction, (i.e., termination, transfer out of bargaining unit, leave of absence, deceased, new hire, etc.) and indicating date of each change of status.

The Union shall indemnify the Employer and hold harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action that shall be taken by the Employer in complying with the foregoing provisions of this Section.

SECTION 4. MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, management retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other changes in working force; to transfer, promote, reclassify, lay off and discharge employees; to promulgate rules and regulations; to introduce new or improved methods or facilities and in all respects to carry out the ordinary and customary functions of management subject only to the conditions herein set forth. It is agreed that none of these rights shall be exercised in a capricious and arbitrary manner.

Further, all inherent managerial rights, management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the management.

SECTION 5. DISCHARGE AND DISCIPLINE

- A. The Employer shall have the right to discharge or discipline any employee for just cause. The Employer intends to adopt and follow a policy of corrective and progressive discipline and to exercise fair and reasonable judgment in carrying out disciplinary matters. The Employer shall have the right to establish reasonable house rules which shall be included in the employee personnel policies which shall be given to each employee.
- B. It is the intent of the Employer to emphasize corrective actions and progressive discipline and to exercise fair and reasonable judgment in carrying out disciplinary matters.
- C. An employee who believes s/he has been disciplined without just cause may file a grievance challenging the disciplinary action. Any employee who considers that s/he has been discharged without just cause shall have the right of conference with the Administrator and may be accompanied by the Union if they desire representation. The employee shall have the right to appeal any discharge or disciplinary action in accordance with the "Grievance Procedure" set forth in this Agreement.
- D. In the event of a meeting between employee and Employer where Employer has the reasonable expectation that disciplinary action may be taken, the employee shall be offered the option of inviting a Union Representative and/or Shop steward to attend. The unavailability of a specific Union Representative and/or Shop Steward shall not be a reason for delaying such a meeting between employee and Employer. This shall not apply to employee evaluation sessions.
- E. In matters of progressive discipline, the Employer agrees to consider only the notices of action and disciplinary documentation maintained in the employee's personnel file which have occurred within the previous eighteen (18) month period.

- F. The Employer will provide to the employee a copy of any written warning or disciplinary action.

SECTION 6. INTRODUCTORY PERIOD

An introductory period of ninety (90) days from the date of first hiring shall be established for new employees. During such introductory period, the employee may be discharged for any reason which, in the opinion of the Employer, is just and sufficient without regard to the grievance procedure. Upon satisfactory completion of the introductory period, the employee shall be raised to the status of a regular employee in her/his classification and seniority shall date back to the hire date.

SECTION 7. UNION REPRESENTATIVES, STEWARDS, UNION BUSINESS

- A. A qualified Union Representative of the Union shall be allowed to visit the premises of the Hospital for the purpose of ascertaining whether this Agreement is being observed. This privilege shall be exercised reasonably. The Union Representative shall report to the Administrator's office or to the person in charge at the time of any visit and shall not interfere with the normal conduct of work.
- B. The Union shall be permitted to designate Shop Stewards on the job to receive complaints and to see that the terms and conditions of this Agreement are being observed. Such Stewards shall not transact any business on their working time or on the working time of other employees without prior approval of his/her supervisor. The Union shall notify the Employer in writing of the name of the Stewards and further shall promptly notify the Employer in writing of any changes thereto.
- C. A Union Shop Steward may be present during orientation and training of new employees to make a presentation about the Union during work time, but not to exceed fifteen (15) minutes. The Employer will inform Union Stewards of new hires undergoing orientation as well as inform new hires of the names of their Union Stewards.

SECTION 8. UNION LEAVE

One Union Steward/member, selected by the Union, shall be granted one (1) day off per month for the purpose of conducting Union business. This Union leave shall be paid by deduction from employee's accrued sick leave. If a Union Steward/member does not use the day in a given month, he/she may bank up to three (3) days for later use. Union release time may only be used with written authorization from the Union and approval from the Employer. Such approval shall not be unreasonably denied.

Employees may request an unpaid leave of absence to perform work for the union with thirty (30) days notice to the Employer. Such leaves are subject to approval from 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 an approved leave, the employee shall be returned to a position that is the same or equivalent to the position employee held prior to the leave.

SECTION 9. BULLETIN BOARDS

The Employer shall provide a bulletin board for Union use, to be placed inside facility break rooms. The Union Shop Stewards or Union Representative shall be responsible for maintaining the bulletin board and verifying that official Union materials are being posted. All notices posted shall contain no inflammatory or derogatory comments regarding the Employer.

SECTION 10. HOURS OF WORK

- A. A work week shall be defined as 12:00am Sunday through 11:59pm Saturday.
- B. A straight-time day's work shall consist of not more than eight (8) hours and the straight-time workweek shall not be more than forty (40) hours per week.
- C. If an employee is required to work in excess of the straight time eight (8) hour workday or the forty (40) hour work week, he/she shall be paid overtime at the rate of time-and-one-half (1½). If the workday exceeds twelve (12) hours, the employee shall be paid double the straight time regular rate of pay. An employee may be scheduled to work six (6) or more consecutive days only if mutually agreed upon between the Employer and the employee. If a full-time employee is required to work for seven (7) consecutive days within the same work week, he/she shall be paid at the rate of double-time (2x) for all hours worked on that seventh (7th) day.
- D. The Employer shall endeavor to hire and schedule on a full-time basis (and the basis of eight (8) hour shifts in nursing), consistent with the total hours available. The above notwithstanding, the Employer has the right to hire part-time or per diem employees to meet staffing needs.
- E. No regular full-time employee shall be required to work on his/her day off. Any employees who works on their day off shall be compensated at the overtime rate of one and one-half (1½) times their straight time rate of pay for all hours worked that exceed the straight-time work week.
- F. There shall be no split 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.
- G. A schedule shall be posted on the bulletin board available to all employees listing starting and quitting times and days off at least one (1) week in advance and shall not be changed except by mutual agreement.
- H. Any employee reporting to work as scheduled or otherwise requested by the Employer shall be guaranteed four (4) hours work or four (4) hours pay. If any employee reports to work as scheduled or otherwise requested by the Employer and works more than four (4) hours, s/he shall be guaranteed eight (8) hours work or pay unless employee leaves early by mutual consent.
- I. Any employee who is called in after the start of a shift and reports within one (1) hour after being called, shall receive an additional one (1) hour's pay at the straight-time rate.

- J. 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 which commences on or after 2:00pm or before 11:59pm. (Pursuant to the predecessor Collective Bargaining Agreement, effective on April 1, 2009, employees who had previously been paid a shift differential of \$0.50/hour had their shift differential reduced by \$0.25/hour and their base wage rate increased by \$0.25/hour.)
- K. Any employee working a second consecutive shift after completing a full eight (8) hour shift shall be paid at the appropriate overtime rate of pay for all hours worked during that second shift.
- L. Any employee wishing to trade day(s) off or shifts must notify the Employer in writing at least twenty-four (24) hours prior to said trade.
- M. If during the life of this Agreement the Employer wishes to discuss alternative work schedules or work hours, the Union agrees to meet and discuss this subject.
- N. Each employee shall be granted a rest period of fifteen (15) minutes during each half shift without deduction in pay. Such rest periods shall be taken at a time specified by the Employer so as not to disrupt the efficient patient care of the hospital. It shall be the employee's responsibility to ensure that each rest period is taken appropriately.
- O. Each employee shall be entitled to receive a meal break of thirty (30) minutes for each shift exceeding four (4) hours. Meal breaks shall be taken at a time specified by the Employer so as not to disrupt the efficient patient care of the hospital. It shall be the employee's responsibility to ensure that each meal period is taken appropriately. It is the employee's responsibility to clock in/out for meal periods.

SECTION 11. WAGES

- A. Hourly wage rates are incorporated herein by inclusion of Appendix A hereof.
- B. All wages shall be paid on a semi-monthly basis. Wages due for the first pay period of the month (from the 1st through the 15th of the month) shall be paid on the 25th of the same month. Wages due for the second pay period of the month (from the 16th through the end of the month) shall be paid on the 10th of the following month.
- C. If payday falls on a Saturday or Sunday, paychecks will be made available on the preceding work day. If payday falls on a national holiday, paychecks will be made available on the preceding work day. Paychecks for employees on the night shift shall be available at the end of shift on payday. Paychecks for all other employees shall be available by 10:00am on payday. In the event that payroll checks are to be unavailable on the above dates and times, the employees and the Union shall be notified in advance as soon as the Employer has knowledge of the delay. The Employer agrees to include the option of employees participating in direct deposit where possible.
- D. It is the employee's responsibility to clock in at start of shift, out at end of shift and in/out for meal periods. If the employee fails to do so he/she must have the supervisor initial a recording of the accurate punch on the standard authorized form and submit to the payroll department prior to the end of the pay period.

- E. Employees relieving an employee in a higher paid classification will be paid at the rate of the higher paid classification.
- F. All employees in the dietary department shall be entitled to a regular meal occurring within their shift. No deductions will be made for such meals. All employees shall be entitled to coffee free of charge.
- G. No wage rates or benefits shall be reduced as a result of signing this Agreement unless specifically stipulated herein.
- H. Sick leave and vacation accruals shall be reported to each employee at least quarterly and will be reported on employee paychecks where possible.
- I. Any employee who trains a new employee shall receive seventy-five cents (\$0.75) per hour in addition to their hourly rate of pay for training new employees for up to three (3) days of that training. The Employer is the sole judge of who will be selected for training of new staff.

SECTION 12. CATEGORIES OF EMPLOYEES

- A. A regular, full-time employee is one who works a regular, consistent work schedule totaling thirty-two (32) or more hours per week. Regular, full-time employees are eligible for full benefits.
- B. A regular, part-time employee is one who works a consistent work schedule totaling an average of twenty (20) or more hours per week but less than thirty-two (32) hours per week. Regular, part-time employees are eligible for pro-rated vacation, holiday, and sick benefits calculated at half of the full-time accrual. Regular, part-time employees are not eligible for health or dental insurance benefits.
- C. A casual or on-call employee is one who works intermittently as required and averages less than twenty (20) hours per week. Casual or on-call employees are not eligible for benefits.

SECTION 13. NO SUBCONTRACTING

No bargaining unit work shall be subcontracted unless the Employer first obtains a written commitment from the subcontractor stating that the subcontractor will:

1. Hire the current employees who are doing the subcontracted work;
2. Recognize the Union; and
3. Assume the terms of the current collective bargaining agreement.

SECTION 14. EMPLOYMENT AND INCOME SECURITY

Job security

The parties acknowledge a common goal and intent of providing employment and income security to employees. Insofar as practicable, the Employer will make every effort to avoid displacing employees such as a reduction in workforce, reduction in hours, daily cancellations, or job elimination. Although it is the intent of the parties to avoid displacement of employees, it is recognized that there are circumstances when it may be necessary.

The parties acknowledge a mutual agreement and good-faith consideration of the use of attrition, business growth, job matching, retraining and/or other mutually agreed upon mechanisms to accomplish this goal. The parties agree that employees faced with displacement from their position shall be given first consideration for reassignment or floating whenever possible in lieu of involuntary layoff. Furthermore, if an employee is displaced, the Employer will assist employees in identifying other job opportunities in other departments and his/her home facility and other Foresight managed facilities.

It is understood that the above provision shall not apply to reductions that are a result of facility in-house census fluctuations.

Change in census provision

The parties acknowledge that changes in staffing levels as a result of facility in-house census may be practicably necessary. In light of the understanding above, when the Employer determines that a reduction in daily staffing levels is necessary, staff will be removed from scheduled shifts according to the following:

1. Registry/agency/travelers;
2. Any employee scheduled to work overtime by reverse seniority;
3. Volunteers among affected classifications;
4. Temporary employees;
5. On-call/per diem employees;
6. Part-time employees;
7. Regular full-time employees by reverse seniority.

Employees whose hours are reduced or eliminated subject to a change in census may, at their discretion, request payment of vacation hours to make up for lost hours. The hours paid shall not exceed the employee's regularly scheduled time of work and shall not be used in calculating the maximum hours of vacation cashed out referenced in Section 15 – Paid Vacation.

Available shift distribution

Available shifts shall be offered to employees on a rotating basis and according to the following:

1. Regular full-time employees by seniority for whom the hours worked would not be overtime;
2. Part-time employees;

3. On-call/per diem employees;
4. Temporary employees;
5. Regular full-time employees by seniority for whom the hours worked would result in overtime compensation.

The intent of this section is to distribute available shifts and overtime equitably.

SECTION 15. PAID VACATION

- A. Employees shall be granted vacation pay at the end of each year of employment as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>	<u>Days of Vacation</u>
1	1	5
2	2	10
5	3	15
7	4	20
12	5	25

- B. Vacation shall be accrued on a monthly basis at a rate equivalent to the annualized rate identified above.
- C. In the event that accrued vacation time is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. Unused and accrued vacation time shall accumulate to a maximum of fifty (50) days (400 hours).
- D. Employees shall submit vacation requests for periods of more than one (1) week no later than four (4) months in advance of the requested time away from work. The Employer will notify each employee in writing of the approval or denial of the request no later than three (3) months in advance of the requested time away from work. Employees shall be given preference on the basis of seniority in the choice of vacation period by shift. Vacation requests for periods of more than one (1) week shall be given preference over vacation requests of one week or less.
- E. Employees shall be entitled to cash out all of their vacation hours accrued, up to a maximum of ninety-six (96) hours annually, upon two (2) week written notice to Employer.

SECTION 16. PAID SICK LEAVE

- A. Sick leave with pay for illness shall be granted to regular employees at the rate of one (1) day for each month of continuous employment commencing with the first (1st) day of employment.
- B. Unused sick leave shall accumulate to a maximum of fifty (50) days.

- C. If the Employer has a reasonable doubt as to the validity of illness, he/she may require a doctor's certification as a condition of granting sick leave pay for illness/absences of two (2) consecutive work days or more.
- D. In cases where an employee is eligible to receive State Disability Insurance benefits or Worker's Compensation benefits, the employee shall receive his/her full benefit payment, plus that portion of his/her sick leave pay that shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay.
- E. Employees with at least thirty (30) days [two hundred forty (240) hours] of accrued unused sick time may cash out up to a maximum of sixteen (16) hours annually. Requests for cashing unused sick time must be made in writing to the supervisor and/or payroll department at least two (2) weeks in advance of June 1 each year.

SECTION 17. PAID HOLIDAYS

- A. The following days shall be recognized as paid holidays, provided that the employee has been on the payroll ninety (90) days prior to the holiday:
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - Employee's Birthday (after one year of employment effective January 1, 2013)
 - Floating Holiday (after one year of employment)

All holidays will be on the date nationally recognized except Employee's Birthday which shall be taken within thirty (30) days of the employee's actual day of birth.

- B. Regular, part-time employees are eligible for pro-rated holiday benefits calculated at half of the full time accrual.
- C. In order to qualify for the holiday pay provided in this section, an employee must work the scheduled day before and the scheduled day following the holiday and the holiday, if scheduled.
- D. Employees will not be required to work their birthday holiday. However, an employee must notify their supervisor of their desire to take this holiday at least thirty (30) days in advance.
- E. Any employee required to work the following holidays will be compensated at the rate of time-and-one-half (1-½) and, in addition, will receive another day off with pay (holiday pay)

at the straight-time hourly rate of pay or, at the employee’s option, the holiday pay in lieu thereof. The holidays for which this is effective shall be: New Year’s Day, Independence Day, Thanksgiving, and Christmas Day.

- F. If an employee is scheduled off work on any aforementioned holidays, he/she shall be compensated at the straight-time hourly rate of pay.
- G. The Employer will use its best efforts to grant each employee qualifying for paid holidays at least one (1) of the following holidays off per season: Thanksgiving Day, Christmas Day, and New Year’s Day. Between October 1 and 15 of each year, the Employer agrees to provide employees with an opportunity to indicate their prioritized preference as to which holiday they prefer off. The Employer agrees to notify employees of which holiday they have been granted off no later than November 1. The Employer agrees to consider seniority provisions along with the Employer’s ability to maintain staffing levels appropriate for quality care when granting these days off. It is agreed and understood that, in order to comply with the requirements of this section, it may be necessary to alter the regularly scheduled off days of individual employees during the two (2) weeks preceding or following the holiday.

SECTION 18. LEAVES OF ABSENCE

- A. The Employer agrees to abide by State and Federal laws regarding leaves of absences. The following provisions shall be supplemental to those laws. The leave days stated in this section shall replace the number of leave days available under State and Federal Laws, unless the State and Federal Laws provide for a greater number of days.

The following chart outlines some of the leaves available to employees under State and Federal laws:

Family Medical Leave (FMLA)	Maximum 12 weeks per calendar year	Requires doctor’s certification of serious health condition
California Family Rights Act (CFRA)	Maximum 12 weeks per calendar year	Usually runs concurrent with FMLA; requires doctor’s certification of serious health condition except in cases of baby bonding.
Pregnancy Disability Leave (PDL)	Maximum 4 months	May run concurrently with FMLA; requires doctor’s certification.
Military Leaves of Absence	Multiple leaves available; federal laws apply.	

- B. An unpaid leave of absence is time off without pay with no loss in standing or seniority and is granted to regular employees as follows: Regular employees may be granted unpaid leaves of absence up to six (6) months in case of accident, illness, or maternity.
- C. Regular employees shall be entitled to maternity leave of up to six (6) months. The Employer may require the employee to submit a doctor's statement from the sixth (6th) month of pregnancy forward, on a monthly basis, indicating that the employee is capable of full-time, regularly scheduled work consistent with the job description.
- D. There shall be no time limit on a leave of absence due to military service or a job disability arising out of disability occurring while on the job for the Employer.
- E. Requested personal leaves may be granted for just and sufficient cause, such as an illness in the immediate family, extended vacation or any other just and compelling reason. Such personal leaves will be granted up to thirty (30) days and are subject to prior approval by the Employer.
- F. Employees on leave of absence shall have their vacation prorated and shall not be entitled to paid holidays or accumulate sick days for the period of time they are on leave of absence. Employees on leave of absence shall maintain their seniority but shall not accrue tenure toward wage increases. The employee, at his/her option, may assume payment of fringe benefits they desire to maintain during leave of absence in excess of one month. The Employer will advise the employee of the need to exercise this option.
- G. There will be no discipline or discrimination against an employee who has taken an authorized leave of absence.

SECTION 19. PAID BEREAVEMENT LEAVE

- A. When a death occurs in the immediate family of an employee, he/she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as spouse, sister, brother, son, daughter, parents, grandparents, mother-in-law, father-in-law, grandchildren, legal guardian and registered domestic partner.
- B. When the funeral occurs outside of the state, two (2) additional days of leave shall be granted.
- C. The Employer may request verification of an out of state funeral prior to payment for time off. Payment for bereavement leave shall only be for time that was scheduled to be worked.
- D. All bereavement leaves must be taken within thirty (30) days following the death of the immediate family member of the employee.

SECTION 20. HEALTH AND DENTAL INSURANCE

The Employer shall cover all eligible regular, full-time employees under Kaiser Health Plan (\$15 co-pay) and Delta Dental Plan or equivalents. The Employer agrees to pay 100% of the cost of maintaining benefit coverage for the employee only under the Kaiser Health Plan, or equivalent,

and 100% of the cost of maintaining benefit coverage for the employee and dependent children under the Delta Dental Plan, or equivalent.

SECTION 21. LIFE INSURANCE

The Employer will provide a \$5,000.00 life insurance benefit for all regular, full-time employees at Employer's expense.

SECTION 22. SCHOLARSHIP PROGRAM

All employees with one year of service or more are eligible to apply for the annual scholarship program. Scholarships are awarded to employees who seek to advance their skills in long term care and have a maximum benefit of \$2,000 annually.

SECTION 23. PHYSICAL EXAMINATIONS

Employees are required to undergo an annual physical examination and other necessary testing (i.e., TB and/or hepatitis vaccine) which shall be paid for by the Employer. The Employer will endeavor to schedule testing or examinations so as to minimize the need for employees to report for such examination on their day off. If the employee fails to show up for a scheduled appointment, he/she shall be responsible for obtaining the physical examination, vaccine or TB test at his/her own expense within five (5) working days or s/he may be subject to disciplinary action up to and including discharge for failure to meet state regulations. A waiver for the hepatitis vaccine, if requested, must be signed by the employee and given to the Employer's designated representative.

SECTION 24. GRIEVANCE PROCEDURE

It is mutually agreed that speedy resolution of grievances is in the best interests of all parties. Before the formal grievance procedure outlined below is invoked, disputes will be settled whenever possible between the employee and immediate supervisor, with a Shop Steward present if requested by the employee (Informal Step). If the matter cannot be resolved informally, the following formal grievance procedure shall be followed:

- A. Disputes arising in connection with the application or interpretation of the provisions in this Agreement may be submitted in the form of a written grievance no later than twenty (20) calendar days from the date of the occurrence except in cases of termination where a written grievance must be presented in writing within seven (7) calendar days of the termination (Step One). The Employer and the Union shall exercise their best efforts to reach a settlement within ten (10) business days of submission of the grievance. Time limits specified in this section may be waived or modified by mutual agreement, in writing, of both parties.
- B. If the grievance cannot be amicably adjusted at Step One, it may be referred in writing by either party, within five (5) business days of the decision at Step One, to an Adjustment Board (Step Two) composed of two (2) representatives of the Employer and two (2) representatives of the Union. The Board shall exercise their best efforts to take up the matter within ten (10) business days after submission. Any decision by a majority of votes

shall be final and binding upon both parties, provided that the Adjustment Board shall have no jurisdiction or authority to add to, subtract from, or to alter in any way the provisions of this Agreement. If the Adjustment Board fails to render a majority decision within one year of the submission for Step Two by either party and/or the grievance has not properly advanced to Step Three, then the grievance shall be dismissed without prejudice.

- C. If the grievance cannot be settled at Step Two, either party may request in writing, within five (5) working days of the Step Two decision, that the Adjustment Board select a fifth (5th) member who shall serve as impartial chairman of a Board of Mediation (Step Three). The Mediation Board shall exercise their best efforts to meet within thirty (30) calendar days of the request. A decision by a majority of the five (5) members of the Board shall be final and binding upon both parties, subject to the limitation or jurisdiction and authority contained in the preceding paragraph. If the Board of Mediation fails to meet and resolve the grievance within one year of submission for Step Three by either party, the grievance shall be dismissed without prejudice.
- D. Each party shall bear all the expenses of its own members and witnesses at Step Three. Any fee, if applicable, of the impartial chairman, as well as other expenses connected with the formal hearing, shall be borne equally by both parties.

SECTION 25. SENIORITY

- A. In the matter of layoffs, reduction of hours and rehiring, the principle of seniority shall prevail. In the matter of promotions and filling of job vacancies, the principle of seniority shall prevail if merit and ability are approximately equal. The Administrator or Supervisor shall be permitted to evaluate the merit and ability of the candidates. For the purpose of computing length of tenure regarding the above rights of seniority, the date of the first day of work shall be used as the starting point.
- B. An employee may request a transfer from one shift to another provided that a vacancy exists. In no event will the application of this provision entail the bumping of another employee or otherwise interfere with the seniority rights of such employee.
- C. Both parties recognize that in filling a job vacancy, preference will be given to the regular, temporary or casual employee within the department who would normally be considered eligible and qualified for such positions. Vacancies shall be posted at least five (5) days in advance of the position being permanently filled.
- D. Employees who are promoted will serve a sixty (60) day trial period. If the employee fails the trial period, he/she will be allowed to return to his/her former position. The employee replacing the promoted employee will be advised that their position may be temporary for the first sixty (60) days.

SECTION 26. TRANSFERS

- A. Employees who transfer into a bargaining unit position at San Francisco Nursing Center from another Employer-owned facility shall maintain all economic benefits consistent with their accrued seniority and applied to the benefits offered under this Agreement including, but not limited to, wages, accrued sick leave, accrued vacation and health benefits. The

transferring employee shall not retain seniority accrued at the previous facility with respect to Section 14 - Employment and Job Security and Section 25 - Seniority, of this Agreement, including, but not limited to job bidding, layoff, recall, distribution of overtime and additional hours, reduction in workforce, and vacation and holiday scheduling.

- B. San Francisco Nursing Center employees requesting transfer to another Employer-owned facility shall be granted such transfer provided there is a permanent opening in their classification. If not inconsistent with a valid collective bargaining agreement in effect at the new facility, such employees shall retain all economic benefits consistent with their accrued seniority and applied to the benefits offered at the new facility including, but not limited to, wages, accrued sick leave, accrued vacation and health benefits.
- C. A written transfer request to another Employer-owned facility may be submitted to the Employer at any time.
- D. Upon notification by the Employer that this facility is to be sold or closed, employees who apply within thirty (30) days of such notification for transfer to any other Employer-owned facility, will be able to transfer their seniority for wage placement and other benefits, for up to thirty (30) days after the sale or closure, provided a job is available and the employee's merit and ability meet the requirements of the job. Employees shall be placed on a seniority basis within a classification, but such seniority shall not apply to bumping or layoff.

SECTION 27. NO DISCRIMINATION

- A. 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.
- B. Neither shall the Employer nor the Union discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national origin, marital status, age, physical or mental disability in compliance with State and Federal laws.

SECTION 28. PRIVACY RIGHTS; IMMIGRATION AND CUSTOMS ENFORCEMENT

- 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. The Employer shall notify the Union by phone and give oral notice to the Union Steward as quickly as possible, if any ICE agent appears on or near the premises to enable a Union Representative or attorney to take steps to protect the rights of employees. Additionally, the Employer shall notify the Union immediately upon receiving notice from the ICE or the SSA that an audit of employee records (for any purpose) is scheduled, proposed or contemplated and shall provide the Union with any list received from such governmental agencies identifying employees with documentation or social security problems.

- C. The Employer shall notify affected employees and the Union in the event it furnishes private information to the ICE upon its request.
- D. Any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within thirty (30) working days of commencement of the absence and who presents documentation of appearance at such proceedings shall be reinstated to the position held by the employee prior to his or her absence.
- E. An employee may not be discharged or otherwise disciplined because:
 - 1. The employee (hired on or before November 6, 1986) has been working under a name or social security number other than their own;
 - 2. The employee (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number;
 - 3. The employee (hired on or before November 6, 1986) fails or refuses to provide to the Employer additional proof of his/her immigration status.

SECTION 29. CHANGE IN OWNERSHIP

In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership of its operation in whole or in part, the Employer shall comply with the terms of this section.

Notification

The Employer shall notify the Union in writing at least ninety (90) days prior to any identified transition described in the preceding paragraph. The Employer shall make all payments required under the terms of this Collective Bargaining Agreement or make provisions for the transfer of these liabilities to the new Employer.

Successor

The Employer agrees that, in the event that it decides to sell the facility covered under this Agreement, which facility shall continue to be operated as a skilled nursing facility, the Employer shall require as a condition of any sale that the successor operator recognize the Union as the exclusive collective bargaining agent for currently-represented employees at the facility; and, further as condition of sale, the buyer shall be obligated to continue the terms and conditions of the Collective Bargaining Agreement for a period of one hundred and twenty (120) days, in which time the successor Employer has the option to notify the Union it wishes to negotiate the terms and conditions of employment during that period. If the successor Employer does not exercise that option then the Collective Bargaining Agreement shall remain intact through its full term.

Nothing in this provision shall require the successor Employer to offer the same medical or dental insurance plans, or the same 401K, or the same group life or disability plans. The successor Employer may implement its own medical and dental plans, 401K plan, disability plan, and group life insurance plan so long as the cost borne by the employee and the overall benefit of such plans remains significantly unchanged.

Nothing in this provision shall require the successor Employer to continue in effect the contractual vacation and sick leave provisions provided that the successor Employer offers a comparable amount of time off as the total time off amounts for vacation and sick leave contained in this contract.

In the event that the Employer is unable to find a purchaser that is willing to purchase the facility under the terms and conditions specified herein and the Employer is faced with closing the facility, the Employer shall notify the Union of its intent to close the facility.

SECTION 30. NO STRIKE OR LOCKOUT

There shall be no strike, slowdown or other stoppage of work by the Union or bargaining unit employees and no lockout by the Employer during the life of this Agreement.

SECTION 31. LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Labor/Management Committee consisting of two (2) bargaining unit employees and two (2) Employer representatives for the purpose of resolving issues of mutual concern in a collaborative manner. Issues may include but are not limited to staffing, patient care, safety, etc.

The Committee will meet at least once per month or more frequently if mutually agreed. Employees serving on the Committee will be paid at straight time for their attendance at the meetings.

The Committee will in no way supersede the Collective Bargaining Agreement or infringe on the rights or obligations of either the Employer or the Union.

SECTION 32. WORKLOAD DISTRIBUTION

When an employee is absent for any reason, the Employer will make every reasonable effort to find a replacement. If a replacement cannot be obtained in time, it is the intention of the Employer to distribute the work load equitably among the employees in the work unit, so that no undue hardship may be placed upon an individual worker.

In the event of the absence of scheduled staff, the Employer shall adjust the workload and priorities and be sensitive to the workload situation and reasonable in its expectations.

SECTION 33. JOB DESCRIPTIONS

The Employer shall maintain job descriptions for all classifications covered by this Agreement. Copies of such descriptions will be made available to the Union upon request.

SECTION 34. SAVINGS CLAUSE

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

SECTION 35. JURY DUTY

An employee required to report for jury selection shall be paid the difference between his/her jury fees and his/her pay for straight time hours lost from his/her regular work schedule because of jury duty. As a condition of receiving jury pay, the employee must produce a receipt from the Jury Commissioner that he/she has been called to serve. The maximum time an employee may be excused for jury duty is nine (9) days within any twelve (12) consecutive month period.

SECTION 36. RETIREMENT PLAN

All bargaining unit employees shall be eligible to participate in the Meridian Health Services 401(k) Plan pursuant to the Plan rules. Notwithstanding any provision of the Plan, the Employer shall grant each participating San Francisco Nursing Center employee an annual bonus payment equal to the employee's contributions to their retirement account under the Meridian Health Services 401(k) Plan up to a maximum of three hundred dollars (\$300) a year to be paid no later than March 31 for the preceding calendar year.

SECTION 37. TERM OF AGREEMENT


This Agreement shall be effective as of May 1, 2012 and shall remain in full force and effect through April 30, 2015.

National Union of Healthcare Workers:

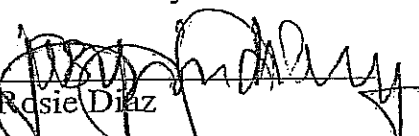


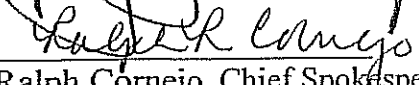
Sal Rosselli, President

Date: 11/28/12



Armando Ayeo


Rosie Diaz



Ralph Cornejo, Chief Spokesperson

**Meridian Foresight
San Francisco Nursing Center:**



Jeremy Grimes, Chief Operating Officer

Date: 11/20/12

APPENDIX "A"

SAN FRANCISCO NURSING CENTER

Effective October 1, 2012, there will be an across-the-board wage increase of **\$0.25 per hour**, and the following shall be the minimum straight time hourly wage rates:

	Start	1 Year	2 Years	3 Years	5 Years	10 Years
CNA	15.85	16.10	16.35	16.60	16.85	17.35
R.N.A.	16.10	16.35	16.60	16.85	17.10	17.60
Cook	14.40	14.65	14.90	15.15	15.40	15.90
Diet Aide	13.40	13.65	13.90	14.15	14.40	14.90
Housekeeper/ Janitor	13.40	13.65	13.90	14.15	14.40	14.90
Laundry Aide	13.40	13.65	13.90	14.15	14.40	14.90

All employees above the current wage scales based on job classification and/or seniority shall receive the identified increase to their current rate pay.

Effective August 1, 2013, there will be an across-the-board wage increase of **\$0.30 per hour**, and the following shall be the minimum straight time hourly wage rates:

	Start	1 Year	2 Years	3 Years	5 Years	10 Years
CNA	16.15	16.40	16.65	16.90	17.15	17.65
R.N.A.	16.40	16.65	16.90	17.15	17.45	17.90
Cook	14.70	14.95	15.20	15.45	15.70	16.20
Diet Aide	13.70	13.95	14.20	14.45	14.70	15.20
Housekeeper/ Janitor	13.70	13.95	14.20	14.45	14.70	15.20
Laundry Aide	13.70	13.95	14.20	14.45	14.70	15.20

All employees above the current wage scales based on job classification and/or seniority shall receive the identified increase to their current rate pay.

Effective August 1, 2014, there will be an across-the-board wage increase of **\$0.30 per hour**, and the following shall be the minimum straight time hourly wage rates:

	Start	1 Year	2 Years	3 Years	5 Years	10 Years
CNA	16.45	16.70	16.95	17.20	17.45	17.95
R.N.A.	16.70	16.95	17.20	17.45	17.75	18.20
Cook	15.00	15.25	15.50	15.75	16.00	16.50
Diet Aide	14.00	14.25	14.50	14.75	15.00	15.50
Housekeeper/ Janitor	14.00	14.25	14.50	14.75	15.00	15.50
Laundry Aide	14.00	14.25	14.50	14.75	15.00	15.50

All employees above the current wage scales based on job classification and/or seniority shall receive the identified increase to their current rate pay.