



**COLLECTIVE BARGAINING
AGREEMENT**

between

**NORTHERN CALIFORNIA PRESBYTERIAN HOMES
AND SERVICES, INC.**

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THE SEQUOIAS-PORTOLA VALLEY

and

NATIONAL UNION OF HEALTH CARE WORKERS

May 9, 2012 – May 10, 2015

TABLE OF CONTENTS

2012-2015 AGREEMENT 1

WITNESSETH..... 1

PREAMBLE..... 1

SECTION 1. RECOGNITION 1

SECTION 2. HIRING AND PROBATIONARY PERIOD 1

SECTION 3. UNION MEMBERSHIP 2

SECTION 4. UNION REPRESENTATIVE AND SHOP STEWARD..... 2

SECTION 5. DISCHARGE 4

SECTION 6. MANAGEMENT RIGHTS CLAUSE 4

SECTION 7. WAGES..... 4

SECTION 8. MEETINGS 6

SECTION 9. REPORTING AND CALL-BACK PAY 6

SECTION 10. HOURS OF WORK..... 6

SECTION 11. HOLIDAYS 7

SECTION 12. VACATION..... 7

SECTION 13. LEAVES OF ABSENCE 8

SECTION 14. SICK LEAVE 9

SECTION 15. BEREAVEMENT 9

SECTION 16. JURY DUTY..... 10

**SECTION 17. MEDICAL, HOSPITAL, VISION, DENTAL AND LIFE INSURANCE
PLANS 10**

SECTION 18. MEDICAL, LIFE & VISION GROUP INSURANCE 10

SECTION 19. RETIREMENT PLANS 11

SECTION 20. DEFINED BENEFIT PENSION PLAN CHANGE..... 11

SECTION 21. 403(B) PLAN CHANGE..... 11

SECTION 22. EMPLOYMENT CATEGORIES	11
SECTION 23. NON-DISCRIMINATION	12
SECTION 24. SENIORITY AND JOB POSTING.....	12
SECTION 25. GRIEVANCE PROCEDURE AND ARBITRATION	14
SECTION 26. NO STRIKE OR LOCKOUT	15
SECTION 27. SAFETY	16
SECTION 28. JOB DESCRIPTION	16
SECTION 29. SEPARABILITY.....	16
SECTION 30. AMENDMENT AND WAIVER.....	16
SECTION 31. SUBCONTRACTING WORK	16
SECTION 32. TERM OF AGREEMENT	17
SECTION 33. EXECUTION OF AGREEMENT.....	18
APPENDIX “A”	i

2012-2015 AGREEMENT

THIS AGREEMENT, made and entered into by and between NORTHERN CALIFORNIA PRESBYTERIAN HOMES AND SERVICES, INC., a non-profit corporation (hereinafter referred to as "The Sequoias Portola Valley", "SPV" or as "Employer"), and National Union of Health Care Workers, (hereinafter referred to as "NUHW" or as the "Union"), respecting that certain retirement community known as The Sequoias-Portola Valley, located at 501 Portola Road, Portola Valley, California.

WITNESSETH

PREAMBLE

- A. The parties hereto recognize that it is to their mutual advantage and for the protection of the residents to have efficient and uninterrupted operation of The Sequoias-Portola Valley. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.
- B. The Union and Employer agree with the objectives of achieving the highest level of worker performance and production consistent with the safety and good health of the residents and workers covered by this Agreement.
- C. It is mutually agreed that it is the duty and right of the Employer to manage itself and direct its employees, and the Employer reserves all of its rights, powers, and authorities in connection therewith, which includes, but is not limited to, the right to hire, schedule, transfer, promote, reclassify, have department managers perform work, layoff and discharge employees, except as specifically limited by the express provisions of this Agreement.

SECTION 1. RECOGNITION

The Sequoias-Portola Valley recognizes the NUHW as the exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment for all food service, housekeeping, maintenance, grounds and transportation employees in accordance with the certification issued by the NLRB in Case No. RC-18240 and the classifications described in Appendix "A" hereof, but excluding all other employees in the health center, administrative offices and excluding casual and supervisory employees.

SECTION 2. HIRING AND PROBATIONARY PERIOD

- A. The Employer will notify the Union monthly of the names, addresses, and classifications of new employees.
- B. **Probationary Period** - All new hires shall complete a ninety (90) calendar day probationary period. During this time, an employee may be discharged for any reason without recourse to

the grievance and arbitration procedures. The probationary period begins on the first day of employment worked and continues for ninety (90) calendar days of continuous employment.

SECTION 3. UNION MEMBERSHIP

- A. All employees subject to this Agreement shall be required, as a condition of employment, to maintain their membership in the Union in good standing. "Membership in good standing" means payment of dues and initiation uniformly required by the Union of its members. It is understood by the parties that the initiation fees are Sixty Dollars (\$60.00). Any employee who is not a member of the Union shall, either thirty (30) calendar days after the execution of the Agreement or thirty (30) calendar days after employment, make application to join the Union.
- B. Any employee covered by this Agreement, who fails to comply with this Section, shall be replaced by the Employer after receipt of written notification of the employee's failure to comply. Such replacement shall take place within seven (7) days of receipt of notice.
- C. **Employer Obligations**
 - (1) Upon receipt of written authorization from employees, and so long as such authorizations remain in effect, Employer will deduct monthly dues from the wages of the employees due and owing on the second pay period and will forward such payments to the Union by the tenth (10th) of the following month.
 - (2) Not later than the tenth (10th) of the month following employment, the Employer will supply the Union with the name, addresses, and classifications of work of new bargaining unit employees as well as the names of bargaining unit employees terminated.
- D. The Union shall indemnify and save the Employer harmless against all claims, demands, actions, or other liabilities, and upon request provide reasonable assistance in the defense of such matters that may be made against, or incurred by it, arising from or by reason of any action by the Employer in reliance upon representations.

SECTION 4. UNION REPRESENTATIVE AND SHOP STEWARD

- A. **Union Representative** - A duly authorized representative of the Union shall be permitted to enter the premises of The Sequoias-Portola Valley at reasonable times for the purpose of observing whether or not this Agreement is being observed or to check upon complaints of employees, provided:
 - (1) this privilege is exercised reasonably;
 - (2) the Union representative in advance advises the Executive Director or the Administrator of the Employer, or his/her designee, as to which department(s) or area(s) he/she wishes to visit and confines his/her visit to such department(s) or area(s) as agreed upon (it is understood that an advance telephone notification will facilitate admission to the premises), except that a parlor may be used subject to availability and forty-eight (48) hours advance notice to and approval by the Executive Director or Administrator;

- (3) Upon arrival at the Community, the Union representative will sign-in at the main reception desk. If the Executive Director is not present, the Union representative will ask the receptionist to notify the Executive Director of his/her arrival;
- (4) the Union representative confers with employees upon their own free time with meetings to be conducted in the Employees' Dining Room on the Employer's premises;
- (5) the Union representative does not interfere with the work of an employee;
- (6) the Union advises the Employer, in writing beforehand, of the official Union Representative.
- (7) Union representatives who fail to comply with subsection A (1-6) above may be denied access or asked to leave the premises. In cases involving a Union representative's repeated or chronic failure to comply, the Employer will contact the NUHW and seek the Union's assistance in obtaining the Union representative's compliance with subsection A.

B. Shop Steward -

- (1) The Union shall appoint four (4) shop stewards to consist of one (1) in housekeeping/laundry; one (1) in grounds; one (1) in maintenance; and one (1) in food service. One of such appointees shall be designated as the Chief Steward. The appointment shall be made in such a manner as the Union determines, and the Employer will be notified in writing of such appointment.
- (2) It is understood that the shop stewards designated in each department, as above, shall have at least twelve (12) months of full-time or part-time employment.
- (3) The shop steward shall only deal with the representative of the Employer designated to handle grievances.
- (4) The sole function of the shop steward shall be to present grievances as defined in the Agreement to the designated Employer representative at the first step of the grievance procedure.
- (5) Except as provided in (4) above, the shop steward shall perform his/her functions outside his/her working hours on his/her own time.
- (6) The shop steward shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee. His/her activities as a shop steward shall in no way interfere with his/her assigned duties as an employee.
- (7) No shop steward shall be involved in any way in the handling of grievances other than in the department in which he/she works. The Employer's designated representative is only required to meet with one (1) shop steward on any grievance.

- c. **Bulletin Board** - The Employer agrees to provide a 2' x 3' bulletin board located in the hallway adjacent to the housekeeping office. The bulletin board will be for the posting of official Union notices.

SECTION 5. DISCHARGE

The Employer shall have the right to discipline or discharge any employee for just cause which includes, but is not limited to dishonesty, insubordination, insobriety, incompetence, absenteeism, negligence, failure to perform work as required, or for the violation of the Employer's policies and procedures.

SECTION 6. MANAGEMENT RIGHTS CLAUSE

It is mutually agreed that it is the right and duty of The Sequoias Portola Valley to manage The Sequoias Community, to determine the manner, method and means of providing services to residents. These rights include, but are not limited to, establishing and enforcing employment policies and work standards, promulgating other policies and procedures for managing the operations of the Community, the right to determine the number and types of employees, the right to hire, promote, demote, reclassify, layoff, furlough, discharge and otherwise discipline employees, subject only to specific restrictions set forth in this Agreement. The hours and scheduling of work, the introduction and use of new equipment or technology subject to any restrictions established by this Agreement, are the exclusive prerogative of the Employer. The management rights set forth herein and all other rights and prerogatives not expressly waived or limited by this Agreement are retained by The Sequoias Portola Valley.

SECTION 7. WAGES

- A. The Employer shall pay the minimum wage rates set forth in Appendix "A".
- B. (1) Upon the completion of one (1) year of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the one (1) year tenure step as specified in Appendix "A".
 - (2) Upon completion of two (2) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the two (2) year tenure step as specified in Appendix "A".
 - (3) Upon completion of three (3) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the three (3) year tenure step as specified in Appendix "A".
 - (4) Upon completion of four (4) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the four (4) year tenure step as specified in Appendix "A".

- (5) Upon completion of five (5) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the five (5) year tenure step as specified in Appendix "A".
- C. Any employee who is promoted to a higher classification will be placed in that step of the new classification which is next higher to his or her previous rate of pay.
- D. **Meals** - All covered employees shall be provided one (1) meal per shift.
- E. **Uniforms** - Where uniforms, as defined by State law, are required by the Employer, they will be provided by the Employer as needed.
- F. **Adjustment or Error** - Any adjustment in pay due an employee as a result of Employer error which is in excess of ten dollars (\$10.00) shall be due within seventy-two (72) hours after proper notification to management that an error has been made. In cases where the error is in an amount of ten dollars (\$10.00) or less or when the error is the result of employee fault, such error will be corrected on the next pay check.
- G. **Credit Union** - The Employer agrees to continue to afford the employees the opportunity to participate in the Employer's designated credit union and to provide payroll deduction with appropriate employee approval.
- H. **Out of Classification Assignments** - An employee who works outside of his/her normal classification is entitled to compensation as follows:
- (1) If the employee accepts such a work assignment by bidding on an open/posted position, the employee will be compensated the wage rate, same step level, of the open position (i.e., if the position is a lower classification, the employee will be paid at the lower wage rate; if the position is a higher classification, the employee will be paid at the higher wage rate).
 - (2) If the Employer requests or requires that an employee work outside his/her classification, the employee will be compensated for such work at his/her normal rate of pay if the assignment is in a lower classification. If the assignment is in a higher classification, the employee will be compensated at the wage rate, same step, for the higher classification.
- I. **Signing Bonus** - As soon as practical but no later than the second pay day following ratification, SPV will pay each full-time employee a five hundred dollar (\$500.00) Signing Bonus. Regular Part-time employees will be paid a bonus pro-rata based upon the ratio of their regularly scheduled part-time hours to a forty hour week. The Signing Bonus will be subject to all tax withholdings and authorized deductions.
- J. **First Year of Agreement** - Upon ratification and tenure steps set forth in the Appendix "A" to the Laborers' Agreement will be reinstated. Employees will be placed in the appropriate tenure step. Employees may advance a tenure step, if appropriate, on their anniversary date in 2012.

As soon as practical but, no later than the second pay day following ratification, NCPHS will increase wages by 2% for all employees and to all tenure steps.

K. **Second Year of the Agreement** — Twelve (12) months after ratification, SPV will increase wages by 2% for all employees and to all tenure steps.

L. **Third Year of the Agreement** — Twenty-four (24) months after ratification, SPV will increase wages by 2% for all employees and to all tenure steps.

SECTION 8. MEETINGS

When meetings are held for employees covered under this Agreement, the Employer will use its best efforts to insure that sessions are available to all employees in their departments. Off-duty employees will be paid at their regular hourly rate of pay, with overtime paid, if applicable, for time spent in attendance at such meetings. No meetings will be conducted during employees' lunch or break time except in cases of emergencies.

SECTION 9. REPORTING AND CALL-BACK PAY

A. An employee who reports to work as scheduled shall be guaranteed four (4) hours of work or four (4) hours of pay. An employee normally scheduled to work less than four (4) hours per day shall be guaranteed work or pay for his/her normal scheduled work hours.

B. An employee who is instructed to report to work on a day the employee is not scheduled to work shall be guaranteed four (4) hours of work or four (4) hours of pay. An employee normally scheduled to work less than four (4) hours per day shall be guaranteed work or pay for his/her normal daily scheduled work hours.

C. An employee called back to work on a day he/she has worked a normal work schedule shall be guaranteed a minimum of four (4) hours work or pay at the rate of one and one-half times the employee's regular hourly rate, provided that the employee has already worked eight (8) hours that day. An employee normally scheduled to work less than four (4) hours shall be guaranteed work or pay for his/her normal daily scheduled work hours.

SECTION 10. HOURS OF WORK

A. The regular operating hours are 24 hours a day, 365 days a year. The work day begins at 12:00 a.m. and ends at 11:59 p.m. The work week begins at 12:00 a.m. Monday (Sunday midnight) through 11:59 p.m. Sunday.

B. The normal work week for Regular Full-time Employee is forty (40) hours, five (5) days per week, eight (8) hours per day, exclusive of the thirty (30) minute period for meals, which is not counted as working time. Employees who work an eight (8) hour work day will be provided two (2) ten (10) minute rest periods, one (1) rest period for each four (4) hours worked or major portion thereof. Meal periods and rest periods may not be combined.

C. Employees are responsible to adhere to the schedules and any changes must be approved by the employee's supervisor (including "switching" of work days or work shifts).

D. Each part-time employee may receive up to two (2) consecutive days off each week. Part-time employees' shifts shall be guaranteed a minimum of four (4) hours per shift scheduled.

SECTION 11. HOLIDAYS

A. For eligible employees who have completed probation, the following holidays are recognized:

- | | |
|-----------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King, Jr. Day | Labor Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| *Employee's Birthday | |

* The employee shall notify the Employer two (2) weeks beforehand of the date of the birthday. The Employee's Birthday Holiday is to be taken within one (1) year of the employee's birthday.

B. Eligible employees who work on a recognized holiday may choose one of two ways of being compensated:

- (1) Be paid two times (2x) his/her regular hourly wage; or
- (2) Be paid the regular hourly rate and take a day off with pay, within sixty (60) days, as requested and scheduled in advance with the supervisor. An employee shall be paid his/her regular rate of pay for each of said holidays when not worked. Holiday pay will be paid on the holiday unless the employee requests, in writing, that payment be made at a later date, in which case payment shall be made at the date requested, provided the rate of pay shall be at the rate in effect on the holiday.

C. A holiday occurring during vacation leave will be treated as paid holiday and not charged to vacation.

D. Holiday pay is not payable during the period of time an employee is on sick leave or leave of absence for any reason.

SECTION 12. VACATION

A. Vacation accrues based on continuous length of service from the date of hire or date of benefit eligibility, whichever is later. Employees who have completed their ninety (90) day probationary period are eligible to use vacation; employees who are in their probationary period earn but cannot use vacation. After completion of the probationary period, employees may use vacation as it is earned.

B. Vacation time accrues as follows:

Continuous Service	Amount of Vacation
One (1) Year	Two (2) Weeks [10 work days]
Five (5) Years	Three (3) Weeks [15 work days]
Ten (10) years	Four (4) Weeks [20 work days]

- C. A vacation bid will be conducted two (2) times per year. A vacation bid will be conducted on the second (2nd) Tuesday in November for vacations from January 2nd through June 30th of the following year. A second (2nd) vacation bid will be conducted on the second (2nd) Tuesday in May for vacations from July 1st through January 1st. Vacations will be bid, in each department, by seniority, based on date of hire. Vacations must be bid in one (1) week increments. The manager of each department will determine the number of employees in each department or in each job classification that may be off work on vacation during any workweek. There will be at least one (1) week of vacation available for bid each calendar week in each department, except in the Food Service Department between Christmas Eve and New Year's Day. The Department Manager may, however, make additional weeks of vacation available for bid. The number of vacation slots available for bidding per week for the job classifications in the Department will be posted by the Department Manager at least two (2) weeks prior to the date of the vacation bid. For purposes of vacation bidding, Food Servers for nursing care and assisted living will be treated as separate classifications.

There will be at least two (2) rounds of bidding. In the first round, each person may bid up to three (3) weeks of vacation depending on the employee's years of service. Employees with five (5) or more years of service may bid three (3) weeks of vacation. Employees with less than five (5) years of service may bid two (2) weeks of vacation. In subsequent rounds employees may bid two (2) weeks of vacation. Even if previously approved, the employee must have vacation time accrued at the time the vacation is to be taken.

Requests for vacation time off of less than one (1) week may be granted by date of hire seniority, based upon operational needs at the employer's discretion. Requests for time off will not be unreasonably denied.

- D. If an employee is hospitalized while on vacation, such hospital time will not be considered vacation, but shall be charged against sick leave time and pay if the employee has any time accrued.
- E. Any employee who resigns after one (1) year or more of continuous service shall be granted all earned or accrued vacation.
- F. In the month of January following an employee's 25th, 30th and 35th anniversary dates, the employee will be granted one (1) week of paid time off. The additional week of paid time off must be used by December 31 of that calendar year or it will be lost.

SECTION 13. LEAVES OF ABSENCE

- A. The Employer may grant leaves of absence for any of the following reasons: 1) FMLA/CFRA; 2) pregnancy disability; 3) extended medical leave; 4) workers' compensation leave; 5) personal leave; or 6) military leave.
- B. Requests for leaves of absence shall be in writing on a form provided by the Employer. Any grant or denial of a leave of absence shall be in writing.
- C. The Employer will grant leaves in compliance with its policies and procedures and in a manner consistent with its obligations under state and federal law.

- D. Non-FMLA eligible employees on a medical leave, who are otherwise benefit-eligible, will continue to receive medical, dental and vision coverage for a period of thirty (30) days. Such continued coverage will be on the same terms and conditions as existed before the medical leave.
- E. Leaves of absences for other than non-industrial disability or industrial disability will be subject to the Employer's discretion.

SECTION 14. SICK LEAVE

- A. The Employer will provide paid sick leave benefits to regular employees for absences due to illness, injury, or pregnancy. Employees are to notify their supervisor as soon as possible before scheduled to begin work if ill or otherwise unable to report to work. Failure to notify the supervisor may result in forfeiture of sick leave payment for that day.
- B. Regular employees upon completion of probation are paid sick leave beginning with date of employment. Sick leave accumulates at the rate of one (1) day for each month of employment up to forty-five (45) days. Employees who accumulate sick leave days beyond forty-five (45) days shall be granted:
 - (1) one-half (1/2) day's pay or one-half (1/2) day's paid day off for each sick leave day earned in excess of forty-five (45) days; or
 - (2) continue to accumulate sick leave days and be paid one-half (1/2) day for every day beyond forty-five (45) days upon termination or retirement.
- C. For employees with less than one (1) year of continuous employment, unless the employee has been hospitalized, there shall be a one (1) workday waiting period. Sick leave shall be paid for normal work days and shall not exceed five (5) days in any week. After five (5) consecutive days of absence, the employee must apply for a leave of absence. A doctor's certificate may be required as a condition of payment for sick leave. However, the doctor's certificate will be waived where the employee is sent home by a supervisor.
- D. Any benefits payable under Workers' Compensation or State Disability Insurance will be combined with earned sick leave to equal, but not exceed, regular earned wages.

SECTION 15. BEREAVEMENT

Upon completion of the probationary period, paid funeral leave shall be granted to employees in case of death in the employee's immediate family, which shall be defined as the employee's spouse, domestic partner, children, stepchildren, parents, step-parents, grandparents, grandchildren, sister, brother, mother-in-law, father-in-law. Payment for leave shall be for the full time allotted herein (three [3] work days for local funeral and five [5] work days if the funeral occurs five hundred [500] or more miles from the employee's residence) with one (1) of the days paid including the funeral itself. If an employee does not attend the funeral, the employee will be granted two (2) days bereavement leave with pay. Reasonable proof of relationship may be required.

SECTION 16. JURY DUTY

An employee who has completed probation who is selected for jury duty will be granted time off and paid the difference between the jury fees received and normal straight-time pay for work days missed due to jury duty (mileage and other travel reimbursement excepted) to a maximum of ten (10) work days per year. As a condition to jury pay, the employee must notify his/her supervisor as soon as possible after receiving notice to report for jury duty, and the employee must produce reasonable proof of jury service. If the employee is excused from jury duty, the supervisor is to be advised by telephone and, if requested, return and complete the work shift, provided that there will be at least two (2) hours of work available.

SECTION 17. MEDICAL, HOSPITAL, VISION, DENTAL AND LIFE INSURANCE PLANS

A. Benefit Eligibility Date

Regular full-time and regular part-time employees are eligible for the benefits described herein, effective the first day of the month after the ninety (90) day probationary period. Casual employees reclassified as regular full-time or part-time employees are eligible for the benefits described herein on the first (1st) day of the month after working in a regular full-time or part-time position provided they have completed the ninety (90) day probationary period.

B. Proration of Benefits

The benefits for regular part-time employees who have completed the probationary period will be prorated based on the ratio of the average hours scheduled for the Regular Part-Time Employee to a forty (40) hour full-time schedule. Employees who are regularly scheduled to work less than thirty-two (32) hours receive no employee benefits.

C. Eligible employees are enrolled in Medical, Hospital, Vision, Dental, and Life Insurance (in an amount to be determined by the Employer) plans of the Employer, with premium costs paid by the Employer. Employees will be enrolled in the plans on the first of the month following completion of probation. Medical, Hospital, Vision, and Dental coverage may be extended to include the employee's spouse and/or qualified dependents with an additional premium payable at the employee's expense.

SECTION 18. MEDICAL, LIFE & VISION GROUP INSURANCE

SPV retains the right as set forth in Section 16 of the Laborer's Agreement to change or modify its group medical, vision and dental plans or their availability for cost containment purposes. It is understood that it is not the Employer's intent to make plan changes solely for the purpose of reducing benefit levels. Benefit level changes may result from redesigning the plan(s) to reduce costs.

During the term of this 2012-2015 Agreement only and so long as the Kaiser RAP 40/500 Plan is available to the Employer, the Employer agrees to offer the Kaiser RAP40/500 plan with Optical to the employees. If the RAP 40/500 is no longer available to the Employer the provisions applicable to changing plans or carriers set forth below will apply. The new plan(s) must be compliant with the preventative care provisions of the Health Care Reform legislation. If

premiums increase by 15% or more the Employer agrees to meet with the NUHW to discuss possible alternative plans.

SECTION 19. RETIREMENT PLANS

Eligible employees are covered by a pension plan offered by the Employer. Details of the defined benefit pension plan are available to employees upon request.

Eligible employees are covered by and may contribute to the TSA program currently offered by the Employer. If the Employer elects to offer a different tax deferred retirement savings plan, employees will be eligible to contribute to that plan, in accordance with the terms of the plan.

The Employer may implement the proposed changes to the Defined Benefit Pension Plan and the 403(b) Plan so long as those changes are implemented for all plan participants. The changes will not be implemented in this bargaining unit prior to implementation for all plan participants.

SECTION 20. DEFINED BENEFIT PENSION PLAN CHANGE

Change benefit plan formula from 1.5% times years of service, average at five (5) highest consecutive years of base pay, to 1.0% times years of service.

Change to be prospective. Average of five (5) highest consecutive years of base pay will apply to both benefit formulas.

SECTION 21. 403(B) PLAN CHANGE

Mandatory employer contribution of 2.5% of annual base pay for all eligible bargaining unit employees. Three-year (3) vesting of employer contributions.

SECTION 22. EMPLOYMENT CATEGORIES

- A. **Regular Full-Time** - An employee who is hired to work a regularly scheduled work week of forty (40) hours per week.
- B. **Regular Part-Time** - An employee who for a continuous period of ninety (90) days works a regularly scheduled workweek of at least thirty-two (32) hours.
- C. **Movement Between Employment Categories** - Once an employee becomes a Regular Part-Time or Regular Full-Time employee, that employee will not be returned to a Casual employee status unless: 1) the employee initiates a voluntary transfer to a Casual position; or 2) the Employer, in writing, eliminates the Regular Full-Time or Part-Time position. If the position is eliminated, the former Regular Full-Time or Part-Time employee may have recall rights to the position.

If the Employer fills a Regular Full-Time or Regular Part-Time position with a Casual employee on a temporary basis because the Regular Full-Time or Part-Time employee is on a leave of absence, the Casual employee will not be credited with continuous service for

purposes of becoming a Regular Full-Time or Part-Time employee. The Employer will inform the Casual employee that the assignment is temporary.

SECTION 23. NON-DISCRIMINATION

A. Discrimination, Harassment and Retaliation Prohibited

It is the policy of the parties to provide equal employment opportunities to all applicants and employees in accordance with Local, State, and Federal fair employment legislation. NCPHS is committed to providing a workplace free of discrimination, harassment and retaliation based on such factors as race, color, religion, national origin, union activity, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, transgender status, family care leave status, or veteran status, unless such factors relate to bona fide occupational qualification and reasonable accommodations cannot be made.

B. Investigation Of Complaints

NCPHS will investigate complaints of harassment and retaliation in violation of this Section, NCPHS' policies and procedures, Title VII, California's Fair Employment and Housing Act and other state or federal laws. Employees must report incidents of harassment or retaliation to their supervisor, department manager or to anyone in a management position with The Sequoias-Portola Valley or NCPHS with whom they feel comfortable making a complaint. Employees may also report incidents of harassment or retaliation through their Union stewards and representatives.

NCPHS will not tolerate any form of retaliation or intimidation against any employee for making a complaint of harassment or retaliation to the Employer or for participating in an investigation of a complaint of harassment or retaliation

C. Participation In Employer Investigations

No representative of the Employer or of the Union or any employee of the Employer will interfere with, coerce, retaliate, intimidate, threaten or discourage any employee from: 1) participating in an investigation being conducted by the employer or the Union; 2) providing the Employer or the Union a statement in conjunction with an employer investigation or in conjunction with a disciplinary matter; 3) testifying in a court proceeding or in an arbitration involving the employer. Any employee, representative of the employer or the Union found to be in violation of this subsection (C) shall be subject to discipline. No arbitrator has the authority to award any back pay to any employee disciplined for violating this subsection (C).

SECTION 24. SENIORITY AND JOB POSTING

A. Seniority

(1) Seniority Date - The date on which the employee begins most recent regular full-time or regular part-time employment with the Employer.

- (2) Seniority shall govern in promotions and placements into open positions provided, in the Employer's judgment, the performance, merit and ability of the applicants are approximately equal. In the case of reduction of forces, seniority will govern who is laid off. For purposes of recall from layoff, the last employee laid off shall be the first employee recalled.
- (3) Termination of Seniority - Seniority is terminated by any of the following:
- (a) termination of employment;
 - (b) resignation;
 - (c) layoff of a length equal to the length of service of the employee or six (6) months, whichever is less;
 - (d) failure to return as scheduled from leave of absence or vacation unless failure is due to illness, hospitalization or any other extenuating circumstances beyond the control of the employee and the Employer is notified of the extenuating circumstance as soon as the employee is aware of the circumstance. The Employer is not responsible for any loss of pay or benefits prior to the date it is notified of the extenuating circumstance;
 - (e) failure of an employee to return to work within three (3) calendar days after receipt of notice of recall from layoff sent to the employee at the address on file with the Employer.
- (4) Service Date - For purposes of the Employers recordkeeping only, an employee's hire/anniversary date or the date employee was promoted to another classification, whichever is later.

B. Openings

The Employer determines if a position is open, for how long and if it will be filled. In the event of an open position, the Employer will post notice the open position for three (3) calendar days. The Employer will consider the application of employees made during the posting period along with other applications before filling the job. During the posting period, the Employer may fill the job temporarily.

If a position in the bargaining unit becomes open, members of the bargaining unit will have the first opportunity to apply for the position. The Employer may award the position to a bargaining unit employee based upon performance, merit and ability. If performance, merit and ability are approximately equal, the open position will be awarded to the most senior employee. If the position remains open, the Employer may hire from outside the bargaining unit.

C. Temporary Openings

The Employer determines if a temporary opening exists, for how long and if it will be filled. A temporary opening is an opening that results from a leave of absence, extended vacation or other extended absence from work of at least thirty (30) days. Temporary openings will be

posted for three (3) calendar days. The temporary opening will be awarded to the most senior qualified employee from the job classification in which the temporary opening occurs. If not filled by a bargaining unit employee, the temporary opening may be assigned to a casual employee.

Lead positions: Temporary openings in lead positions will be filled in seniority order from a list of qualified employees.

It is understood that none of the provision of this Section or its application shall entail a "bumping" procedure.

SECTION 25. GRIEVANCE PROCEDURE AND ARBITRATION

DEFINITIONS:

Grievance - A grievance is defined as a dispute, which involves the interpretation or application of any provision of this Agreement.

Grievant - A grievant can be an employee, shop steward, or the Union.

- A. **Time Limits** - A Grievance must be filed under the Formal Procedures within fourteen (14) days of the event upon which the grievance is based, or from the time that the grievant first learns of the grounds for submitting a grievance. If the department head has not responded in writing within a reasonable time (deemed to be ten (10) calendar days unless the department head has given written notice of an intention to take additional time) or the response fails to resolve the grievance, the grievance may proceed under the Formal Procedures set forth below.
- B. **Informal Procedures** - The department head or his/her designee will be notified in writing of a dispute and will meet with the grievant before a Formal Grievance is reduced to writing and processed under the Formal Procedures. The department head will respond to the grievant in writing within a reasonable time (deemed to be ten (10) calendar days unless the department head has given written notice of an intention to take additional time). If the department head has not responded in writing within a reasonable time or the response fails to resolve the grievance, the grievance may proceed under the Formal Procedures set forth below.
- C. **Formal Procedures** - A written grievance must be filed within the time limits under "A" above. A grievance not filed within these limits will be denied without further action. The written grievance must set forth all matters in dispute and all relief requested. An arbitrator may not entertain matters not set forth in the grievance or relief requested. The Executive Director or his/her designee and the Union will attempt to resolve the grievance. If the decision of the Executive Director fails to resolve the grievance, the matter will be referred to the Employer's Vice President of Operations or his/her designee. The Vice President of Human Resources /Compliance will provide written notice of the decision regarding the grievance.

The decisions of the Executive Director and the Vice President of Human Resources/Compliance (or their designees) will be provided to the grievant within thirty (30) calendar days of the date that the Formal Grievance was filed. If a decision by the Vice

President of Operations is not rendered within the thirty (30) calendar days, the grievance will be granted. The parties, by mutual agreement, may extend this time limit.

If the decision of the Vice President of Operations does not resolve the grievance, the Union may request, in writing, that the matter be referred for decision by a neutral arbitrator. Such request must be made within sixty (60) calendar days of the date that the Formal Grievance is filed, or the right to request arbitration is waived. The parties, by mutual written agreement, may extend this time limit.

- D. **Arbitration** - The Union will then write to the California Mediation and Conciliation Service requesting a list of seven (7) impartial arbitrators with a copy to the Executive Director. Upon receipt of the list of arbitrators, the parties will, in person or over the telephone, select an arbitrator to hear the case. If the parties cannot agree to an arbitrator referred by the California Mediation and Conciliation Service, they shall use the alternate strike method to select one of the following three arbitrators: Gerald McKay, John Kagel or Frank Silver. The parties will flip a coin to determine which party strikes the first name.

The fees of the arbitration shall be shared equally by the parties. If both parties agree to use a court reporter the reporter's fee will be shared equally. If the parties do not agree to use a court reporter, the party requesting the court reporter will pay for that service. All other costs shall be borne by the party incurring them.

The arbitrator's power and authority is limited to the interpretation of the contract and shall not modify, add to nor detract from the agreement. The arbitrator's decision shall be final and binding on the parties and shall be made in writing, to both parties, within thirty (30) calendar days of the close of the hearing or receipt of closing or post-hearing briefs.

If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability as set forth herein, or if the jurisdiction of the arbitrator to hear and decide the case is challenged upon any other ground, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. In all cases where the arbitrator determines that such grievance fails to meet the tests of arbitrability, or if he sustains the challenge to his jurisdiction upon such other ground, he shall refer the case back to the parties without a decision or recommendation on the merits. It is understood that the provisions of this paragraph do not in any way authorize the arbitrator to bifurcate the proceedings in a manner which shall require separate hearings on separate dates, unless either the Union or the Employer requests separate hearings.

- E. **Election of Remedy** — Any employee who has a grievance falling within the scope of a state or federal statute, regulation or executive order governing equal employment, fair employment of fair labor (NLRB) practices must elect to proceed either before a statutory agency or in a civil action on one hand or under this Section on the other, but may not proceed under both at the same time.

SECTION 26. NO STRIKE OR LOCKOUT

- A. It is agreed that during the life of this Agreement there shall be no lockout on the part of the Employer, and no strike, sympathy strike, walkout, slowdown, or the interruption of work at

this facility on the part of the Union whether or not the cause therefore was subject to arbitration.

- B. The Union agrees that during the term of this Agreement neither its officers nor its members will call, instigate, participate in, or condone any strikes, sympathy strikes, picketing, or other interference or interruption of work at this facility.
- C. Any employee who violates any of the provisions of this Section shall be subject to disciplinary action, including discharge.

SECTION 27. SAFETY

The Employer will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported to the Employer.

SECTION 28. JOB DESCRIPTION

The Employer will give each employee a copy of the appropriate job description of his/her classification.

SECTION 29. SEPARABILITY

In the event that any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this Agreement shall be null and void, but such nullification shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. In the event of such nullification, the parties agree to meet and attempt to negotiate substitute provisions for the provisions nullified, provided, however, this process shall not result in a waiver of the no strike or lockout provisions of this Agreement, nor shall the matter be subject to the grievance and arbitration provisions of this Agreement.

SECTION 30. AMENDMENT AND WAIVER

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Employer and the Union. In the absence of any such action, it is understood and agreed that this Agreement contains all the terms and conditions that the parties desired to enter into with the execution of this Agreement. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

SECTION 31. SUBCONTRACTING WORK

The Employer shall have the right, whenever it deems it necessary or practicable, to subcontract work or any portion thereof performed by any employees covered by this Agreement, and no provision of this Agreement is to be construed as prohibiting same, subject, however, to the right of the Union to be given reasonable prior written notice by the Employer of any such intended

subcontracting if it serves to reduce or bifurcate the bargaining unit. It is not the intent or purpose of the NCPHS to eliminate or reduce the bargaining unit.

After receipt of such written notice of subcontracting, the Union may request a meeting or meetings at which the impact of subcontracting on the employees of the Employer will be discussed. The Union will be advised of the name of the contractor and his/her business address. If any employee is displaced by such subcontracting, the parties shall explore other opportunities for employment for which the employee can qualify, as well as the terms and conditions of the employee's termination, if such is the case. This provision does not have application to the usual and customary subcontracting which the Employer has practiced in the past.

SECTION 32. TERM OF AGREEMENT

This Agreement shall be effective May 9, 2012, and shall remain in full force and effect without change, addition, or amendment through May 10 2015, and shall be renewed from year to year thereafter unless either party serves upon the other written notice of a desire to modify or terminate this Agreement ninety (90) days prior to May 10, 2015 or, if automatically renewed, prior to May 10th of any subsequent year. During the time negotiations are under way covering proposed changes and amendments in this Agreement, this Agreement itself shall remain in full force and effect until a new Agreement is in effect or until an impasse is reached. In the event the parties have failed to reach a settlement by the termination date of this Agreement or any subsequent anniversary date, this Agreement shall continue in effect subject to termination by either party upon twenty (20) days' prior written notice.

SECTION 33. EXECUTION OF AGREEMENT

The parties agree that by virtue of the signing of this Agreement no employee shall suffer a reduction in their wages, hours or working conditions. This provision does not prevent either party from exercising any of their rights and prerogatives during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

NATIONAL UNION OF HEALTH CARE WORKERS

NORTHERN CALIFORNIA PRESBYTERIAN HOMES AND SERVICES, INC.
(THE SEQUOIAS-PORTOLA VALLEY)

By: [Signature]

By: Martha Atwood
Martha Atwood
Vice President of HR and Compliance

By: ANDEL SEDDATO V.

DATE: 12/5/12

By: ~~[Signature]~~ Miriam Navas

By: Desiderio Iglesias

By: José S. Bohanes

By: DORA CHIPANA

By: _____

By: _____

DATE: 12-28-12

APPENDIX "A"

MINIMUM HOURLY WAGE RATE EFFECTIVE MAY 10, 2012

CLASSIFICATIONS	STARTING	1ST Yr.	2ND Yr.	3RD Yr.	4TH Yr.	5TH Yr.
Food Service						
Head Cook	16.74	17.56	18.31	19.09	19.90	20.81
Cook	15.45	16.19	16.85	17.58	18.34	19.17
Prep Cook	14.83	15.51	16.19	16.89	17.61	18.41
Lead Wait Person	14.15	14.79	15.43	15.95	16.65	17.25
Food Service Worker	12.60	13.23	13.78	14.38	14.98	15.62
Maintenance						
Maintenance I	19.72	20.64	21.49	21.91	23.40	24.48
Maintenance II	16.74	17.56	18.31	19.09	19.90	20.81
Painter	19.72	20.64	21.49	21.91	23.40	24.48
Grounds						
Gardner I	15.45	16.19	16.85	17.58	18.34	19.17
Gardner II	12.60	13.23	13.78	14.38	14.98	15.62
Housekeeping						
Lead Housekeeper	14.15	14.79	15.43	15.95	16.65	17.25
Housekeeper or Laundry Person	12.60	13.23	13.78	14.38	14.98	15.62
Drivers						
Resident Transportation	14.75	15.46	16.13	16.80	17.58	18.40

APPENDIX "A"

MINIMUM HOURLY WAGE RATE EFFECTIVE MAY 10, 2013

CLASSIFICATIONS	STARTING	1ST Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.
Food Service						
Head Cook	17.07	17.92	18.68	19.48	20.30	21.22
Cook	15.76	16.51	17.19	17.94	18.71	19.55
Prep Cook	15.13	15.82	16.51	17.23	17.96	18.78
Lead Wait Person	14.43	15.09	15.74	16.27	16.98	17.59
Food Service Worker	12.85	13.49	14.06	14.67	15.28	15.93
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Maintenance						
Maintenance I	20.11	21.06	21.92	22.35	23.87	24.97
Maintenance II	17.07	17.92	18.68	19.48	20.30	21.22
Painter	20.11	21.06	21.92	22.35	23.87	24.97
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Grounds						
Gardner I	15.76	16.51	17.19	17.94	18.71	19.55
Gardner II	12.85	13.49	14.06	14.67	15.28	15.93
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Housekeeping						
Lead Housekeeper	14.43	15.09	15.74	16.27	16.98	17.59
Housekeeper or Laundry Person	12.85	13.49	14.06	14.67	15.28	15.93
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Drivers						
Resident Transportation	15.04	15.77	16.45	17.14	17.94	18.77
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APPENDIX "A"

MINIMUM HOURLY WAGE RATE EFFECTIVE MAY 10, 2014

CLASSIFICATIONS	STARTING	1ST Yr.	2ND Yr.	3RD Yr.	4TH Yr.	5TH Yr.
Food Service						
Head Cook	17.41	18.27	19.05	19.87	20.70	21.65
Cook	16.08	16.84	17.53	18.30	19.08	19.94
Prep Cook	15.43	16.14	16.84	17.57	18.32	19.15
Lead Wait Person	14.72	15.39	16.06	16.60	17.32	17.95
Food Service Worker	13.11	13.76	14.34	14.96	15.59	16.25
Maintenance						
Maintenance I	20.51	21.48	22.36	22.79	24.34	25.47
Maintenance II	17.41	18.27	19.05	19.87	20.70	21.65
Painter	20.51	21.48	22.36	22.79	24.34	25.47
Grounds						
Gardner I	16.08	16.84	17.53	18.30	19.08	19.94
Gardner II	13.11	13.76	14.34	14.96	15.59	16.25
Housekeeping						
Lead Housekeeper	14.72	15.39	16.06	16.60	17.32	17.95
Housekeeper or Laundry Person	13.11	13.76	14.34	14.96	15.59	16.25
Drivers						
Resident Transportation	15.35	16.09	16.78	17.48	18.30	19.14