



**National Union of Healthcare  
Workers**

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**Collective Bargaining Agreement**

**with**

**California Forensic Medical Group**

**September 16, 2016 - April 30, 2019**

# **WEINGARTEN RIGHTS/STATEMENT**

## **Additional Representation Rights:**

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

## **Weingarten Rules/Statement:**

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

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

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

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

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

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## **AGREEMENT**

This Agreement is made and entered into this 16th day of September 2016, by and between **CALIFORNIA FORENSIC MEDICAL GROUP, INC.**, hereinafter called "the Employer" or "CFMG," and **NATIONAL UNION OF HEALTHCARE WORKERS**, hereinafter called "the Union."

### **ARTICLE 1. INTENT**

- 1.1 It is the intent and purpose of the parties hereto to set forth herein the entire Agreement covering wages, hours and other terms and conditions of employment between the parties hereto, to promote and improve labor relations between the Employer, its employees and the Union and to provide a procedure for the prompt and peaceful settlement of grievances which may arise between the Employer and its employees or the Union to the end that there shall be no interruption or interference with service to the Employer.

### **ARTICLE 2. RECOGNITION**

- 2.1 **Description of the Unit.** The Employer recognizes the Union as the exclusive bargaining agent for all registered nurses, case workers, physician assistants, nurse practitioners, licensed clinical social workers, marriage/family/child counselors, occupational therapists, licensed psychiatric technicians, health educators, licensed vocational nurses, health information clerks, dental assistants, perinatal coordinators, lab technicians, medical assistants and clericals, employed by the Employer at the Glenn Dyer Detention Facility, 550 6th Street, Oakland, CA 94607 (hereafter "GDDF") and the Santa Rita Jail, 5325 Broder Blvd., Dublin, CA 94568 (hereafter "SRJ") and at any other jail or other detention facility in Alameda County, California where the Employer is providing services under the same Sheriff's Office contract, excluding all other job titles, specifically, supervisors, managers, confidential employees under the National Labor Relations Act (NLRA), as amended.
- 2.2 **Newly Established Classifications(s).** This Agreement shall apply to other classifications which may be established within the listed classifications. Any dispute as to the applicability of this Agreement to newly created positions will be resolved by the National Labor Relations Board (NLRB), provided the NLRB exercises jurisdiction over the parties' dispute.
- 2.3 **Notice to the Union of New Job Classification(s).** In the event the Employer establishes a new job classification which the parties agree is within the bargaining unit, the Employer will advise the Union of the proposed wage rate for the position at least fourteen (14) days in advance of when it intends to fill the position and will bargain in good faith with the Union, upon request, over such wage rate.
- 2.4 **Job Descriptions.** The Employer shall maintain job a.k.a. position descriptions, which include summaries setting forth job duties for all bargaining unit positions and regular assignments, if applicable. When job descriptions for bargaining unit positions are revised to reflect significant (material) changes in duties, the Employer will give the Union at least fourteen (14) days advance notice of the contemplated changes. If the changes in duties resulting in the Employer's revision of job descriptions require the employee's development of significantly higher skills, require additional education or training not provided by the Employer, the Employer will, upon request, bargain with the Union to agreement or impasse

over such revisions, including the effects of such revisions. If such bargaining is not completed within fourteen (14) days after the Employer's originally proposed or announced effective date, the revisions may be implemented, whether or not further bargaining is necessary in order to reach an agreement or a good faith impasse.

- 2.5 **Orientation.** The Employer shall provide adequate and timely orientation before assigning employees to perform duties.
- 2.6 **Registry Workers.** The Employer reserves the right, in its sole discretion, to engage registry and other temporary/contingent workers to meet the needs of the inmate/patient population(s) served, provided engaging such persons does not displace bargaining unit employees. Said registry-dispatched workers shall not be included in the bargaining unit.
- 2.7 **Interpersonal Interactions Between Workers.** The Employer and the Union agree that all employees, physicians, supervisors, and managers should treat each other, regardless of title/position, with dignity, courtesy, respect and honesty.

### **ARTICLE 3. UNION SECURITY AND COPE DEDUCTION**

- 3.1 **Union Dues/Fees.** All employees, as a condition of employment shall, within thirty-one (31) days of hire, become members of the Union and pay the union fees and dues as required by law, or agree to pay the Union an agency fee calculated in accordance with the requirements of law
- 3.2 **An Employee's Failure to Comply with Provision.** Subject to the Grievance and Arbitration Procedures identified in this Agreement, upon written notice to the Employer from the Union and upon examination of documentary proof that an employee has failed to comply with this provision, the Employer shall terminate the employment of such employee within thirty (30) days of such notice unless in the interim the employee complies with the above requirements.

The Employer shall not be required to discharge any employee if the Employer has reasonable grounds to believe that Union membership was not available to the employee on the same terms and conditions generally applicable to other members or if the employer has reasonable grounds to believe that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues uniformly required.

- 3.3 **Deduction and Remitting of Dues/Fees/COPE and Authorization.** On a biweekly basis, the Employer shall deduct the amount of union dues or agency fees, specified by the Union, from the wages of all employees who have provided the Employer with a written assignment authorizing such deductions, provided the employee had sufficient earnings, after all other deductions, to pay the amount of dues specified. The written authorization shall be in a form acceptable to the Employer. By the 10th day following the bi-weekly payday for the pay period from which the dues were deducted, the Employer will remit to the Union the monies deducted pursuant to such assignments with a list of the names of the employees for whom deductions were made. Union dues, initiation fees, and COPE contributions (if applicable) deducted from employees' pay pursuant to this Section shall be remitted to the union no later than ten (10) working days following the date of deduction.

3.4 **Employee Information.** In addition to the list of employee names, addresses, and phone numbers that the Employer periodically furnishes, in order to facilitate reconciling the dues payment and to properly credit members for the payment of dues, initiation fees, and COPE contributions, the Employer shall provide the Union an update of the following information quarterly (by e-mailing a spreadsheet in Excel):

- (a) A list of all members of the bargaining unit including full name, social security number, employee ID number, home address, home phone, email address, facility, job title, classification, shift, status (i.e., Full-time, Part-time, or PRN).

The Employer shall provide the Union an update of the following information monthly:

- (b) A list of new hires, transfers and terminations including the information in Subsection (a) above.

3.5 **Materials Provided to Employees by Employer.** The Employer shall issue to all new hires/transfers materials provided by the Union, including a payroll deduction authorization form and list of union stewards, provided such materials have been supplied to the Employer in advance and in sufficient quantity.

3.6 **Indemnification of Employer.** The Union shall indemnify, defend, and hold the Employer harmless against any lawsuit or claim of any kind, which may be made by any person and/or recovery of damages sustained by reason of any action taken under this Article.

3.7 **Religious Exemption.** Notwithstanding the above, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support this Union as a condition of employment. Such employee is, however, required to pay sums equal to the Union's periodic dues to one of the non-labor, non-religious charitable funds exempt from taxation under Section 501(c)(3) of Title 36 of the Internal Revenue Code, as will be designated, and submit proof of such payment to the Union or Employer upon request.

3.8 **COPE.** The Employer will also honor employees' written assignment of wages to the Union's COPE fund. The written assignment shall be in a form acceptable to the Employer. By the 10<sup>th</sup> day following the payday from which the COPE contributions were deducted, the Employer will remit COPE monies to the Union. No employee may change the amount deducted or initiate COPE deductions more than once in a twelve-month period.

3.9 **Existing, Lawful Practices.** Except as otherwise provided in Article 3, nothing herein shall be interpreted to require commencement, modification or cessation of existing, lawful practices to which neither the Employer nor the Union have objected.

3.10 **Mutual Cooperation in Administration of this Article.** The Union and the Employer agree to cooperate with one another in an effort to make the information sharing process described in this Article as seamless and trouble free as is practical for both parties, with minimal administrative effort; until the relevant systems are in place furnishing a hard copy of the information shall be considered substantial compliance with this provision of the labor contract.

## **ARTICLE 4. MANAGEMENT RIGHTS**

- 4.1 The Employer recognizes that this Article is not intended to negate other specific provisions of the Agreement. The Employer acknowledges that where the management right is limited or altered by another provision of the Agreement, that provision governs insofar as it limits or alters a right retained by management. It is understood that Article 43, Term of Agreement, includes within its coverage Article 4, Management Rights, and that neither party is obligated to bargain with respect to any rights exercised under Article 4.
- 4.2 With this express acknowledgment of the limitation on the rights of management, the Union agrees that the management and operation of the enterprise and the direction of the workforce are vested exclusively with the Employer. All functions of management not specifically limited by the express language of the Agreement are retained by the Employer. The Employer retains all of the powers, rights, functions, responsibilities and authority to operate its business and direct its employees, which belonged to the Employer prior to the Union's certification. Among the rights retained by the Employer, but not totally inclusive of those rights, are the sole right to hire, discipline, discharge, lay off and promote; to determine or change the starting or quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the workforce; to assign or transfer temporarily or permanently employees to other duties as operations may require; to introduce new or improved methods, equipment or facilities; and in all respects to carry out the ordinary and customary functions of management whether or not exercised by the Employer prior to the execution of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer and include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Company, standards of service, budget, utilization of technology, organizational structure and selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to subcontract, to transfer, to sell or otherwise dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The management rights set forth above are by way of example, but not by way of limitation.
- 4.3 The Union recognizes that the Employer may introduce a change in the method or methods of operation which may produce a change in job duties and reduction of personnel.
- 4.4 The Union, on behalf of the employees, recognizes that the primary obligation of the Employer is to ensure the safety, health and comfort of the inmates. Consequently, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and maximum inmate care. The Union recognizes that inmate care is the primary concern of the Employer, and in emergency situations, inmate care may be placed ahead of the terms of this Agreement, without the Union permanently forfeiting any of its rights.
- 4.5 The Union, on behalf of its members, recognizes that the Employer has a contract with the County of Alameda and that the Employer may take action required of it by the County under the terms of the contract. Any action undertaken or as an "emergency" or pursuant to the County contract, may be subject to the grievance and arbitration procedure at the option of the Union.

## **ARTICLE 5. NO STRIKE OR LOCKOUT**

- 5.1 **No Lockout.** The Employer agrees that there shall be no lockouts during the term of this Agreement.
- 5.2 **No Strike, Etc.** Neither the Union nor any employee shall call, sanction, or engage in any strike, sympathy strike, work stoppage, slowdown, sit-down, sit-in, collective refusal to work, cessation or stoppage or interruption of work, boycott, refusal to cross a picket line, or prevent or attempt to prevent the access of any person to the Employer's facility for any reason whatsoever during the period of this Agreement.
- 5.3 **Notification to Employees of Violation of the Provisions of This Article.** Should any of the events in the previous paragraph of this No Strike or Lockout provision occur, in addition to any other liability, remedy or right provided by applicable law or statute, the Union immediately upon request of the Employer shall notify the employees that such action violates the contract, advise all employees to cease such action and return to work immediately, and take all steps as may be necessary to bring about compliance with this Agreement. At the Employer's request the Union will advise the Employer in writing what steps it has taken pursuant to this paragraph.
- 5.4 **Discipline Regarding Violation of the Provisions of This Article.** Any employee engaging in any activity prohibited by this No Strike or Lockout provision may be subject to disciplinary action up to and including discharge. The Employer will determine appropriate discipline, if any, based on individual circumstances and there will be no requirement that the Employer discipline or discharge all employees who engaged in the prohibited activity. Any employee disciplined or discharged shall have access to the grievance and arbitration procedure.
- 5.5 **Injunctive Relief.** The right of the Employer to seek injunctive relief in court against any action in breach of this No Strike or Lockout provision without submission to the grievance and arbitration procedure is expressly recognized by the parties.

## **ARTICLE 6. SUPERVISION AND MANAGEMENT**

- 6.1 **Work Performed by Supervisors or Managers.** Management and Supervisory employees shall be permitted to perform all functions and tasks performed by members of the bargaining unit; provided, however, that this shall not be utilized to regularly reduce employment or employment opportunities for the employees in the bargaining unit.

## **ARTICLE 7. SUCCESSORS AND ASSIGNS**

- 7.1 If the Employer's assets or stock are sold to another corporation, proprietorship, partnership or individuals which are legally recognized as a successor, this Agreement shall be binding upon the Employer or its successor, if the successor corporation, proprietorship, partnership or individuals who purchase the assets or stock assent to be bound by this Agreement. If the successor corporation, proprietorship, partnership or individuals do not assent to be bound or in the event another employer becomes the successor to CFMG's contract with the County

of Alameda, neither the Union nor its successor nor the new employer shall be bound by the terms of this Agreement.

## **ARTICLE 8. WAGES AND DIFFERENTIALS**

- 8.1 **Wages and Differentials as Set Forth in This Article.** Except as noted herein, no provision of the parties' new collective bargaining agreement shall be applied retroactively. The agreed upon increases in differentials set forth below shall be effective in the first full pay period following ratification.
- 8.2 **Hiring Bonuses.** The Employer may grant hiring bonuses initially or place an employee at a higher rate where necessary to recruit for a particular facility, classification or shift.
- 8.3 **Shift Differentials.** A shift differential shall be paid to any Physician's Assistant, Nurse Practitioner, Registered Nurse or Licensed Vocational Nurse, Health Information Clerk, or Medical Assistant as follows:

**For all hours worked between 3:00 p.m. and 11:00 p.m.:**

<u>CLASSIFICATION</u>	<u>DIFFERENTIAL</u>
PA/NP/RN	\$3.00 per hour
LVN	\$2.04 per hour
ALL OTHERS	\$1.38 per hour

**For all hours worked between 11:00 pm and 7:00 a.m.:**

<u>CLASSIFICATION</u>	<u>DIFFERENTIAL</u>
PA/NP/RN	\$3.57 per hour
LVN	\$2.32 per hour
ALL OTHERS	\$1.67 per hour

- 8.4 **Charge Nurse Differential.** Registered Nurses shall be given a differential of \$2.10 per hour when asked to perform as a Charge Nurse. It is understood that CFMG does not intend to use Charge Nurses in its staffing plan.
- 8.5 **In-Lieu of Benefits Differential for Per Diem Employees.**
- (a) **Per Diem RN Differential.** Per Diem RNs who are not benefited shall receive a differential of \$4.20 per hour, for all hours worked, in lieu of benefits.
  - (b) **Per Diem LVN Differential.** Per Diem LVNs who are not benefited shall receive a differential of \$3.20 per hour, for all hours worked, in lieu of benefits.
  - (c) **Per Diem Differential for All Other Classifications.** All other Per Diem employees who are not benefited shall receive a differential of \$2.00 per hour, for all hours worked, in lieu of benefits.
- 8.6 **Orientation Nurse.** Registered Nurses and LVNs shall be given a differential of \$1.40 per hour when assigned Orientation Nurse responsibilities. The Employer will designate a Registered Nurse or LVN to be an orientation nurse when a new employee who is beginning work or an employee who is changing classifications requires orientation.

- 8.7 **Nurses Not Designated as Orientation Nurses.** Registered Nurses or LVNs not designated as an Orientation Nurse will not be required to orient employees, nor will they be eligible for the Orientation Nurse differential. Once an employee has completed orientation, all employees are expected to provide on-the-job assistance as requested.
- 8.8 **Weekend Shift Differential.** Employees shall be paid a differential of \$1.25 per hour for all hours worked between 11:00 p.m. on Friday and 7:00 a.m. on Monday.
- 8.9 **Turning in Premium Pay Paperwork.** Employees must turn in all required premium pay paperwork to the HR box no later than Saturday at midnight at the end of the payroll period. For premium pay events occurring within two (2) days of the end of the payroll period, the paperwork must be turned in as described above no later than Saturday at midnight at the end of the following payroll period in order to be paid in that payroll period. In the event that an employee is out sick on the day the paperwork is due, the employee may phone the information into Payroll. The employee will then turn in the hard copy of the paperwork upon his/her return.
- 8.10 **Training Intern Differential for Medical Assistants.** Medical Assistants who are assigned to train interns (students) shall be given a differential of \$1.10 per hour.
- 8.11 **Wage Scales.** The following are the wage scales for the term of the collective bargaining agreement. The initial May 1, 2016 wage scale will continue following ratification. Subsequent across-the-board wage increases to the scale will be effective the first full pay period following the effective date of the increase.

**May 1, 2016 - In effect at start of agreement**

<b>Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Yrs.</b>	<b>5 Yrs.</b>	<b>7 Yrs.</b>	<b>10 Yrs.</b>	<b>15 Yrs.</b>	<b>20 Yrs.</b>	<b>25 Yrs.</b>
Registered Nurse	\$44.57	\$47.47	\$54.12	\$56.33	\$57.74	\$59.14	\$61.51	\$63.35	\$64.62
LVN/LPT	\$29.23	\$31.12	\$35.49	\$36.93	\$37.86	\$38.78	\$40.33	\$41.55	\$42.38
Physician Assistant / Nurse Practitioner	\$63.04	\$64.30	\$65.58	\$66.89	\$68.23	\$69.60	\$70.99	\$72.41	\$73.86
Health Info. Clerk	\$19.23	\$20.47	\$23.34	\$24.29	\$25.28	\$26.22	\$27.01	\$27.57	\$28.12
Medical Assistant /Lab Technician	\$21.68	\$23.10	\$26.35	\$27.42	\$28.49	\$29.60	\$30.50	\$31.11	\$31.73
Dental Assistant	\$22.75	\$24.23	\$27.63	\$28.77	\$29.91	\$31.06	\$32.30	\$32.96	\$33.62
Case Worker	\$22.12	\$23.55	\$26.85	\$27.95	\$29.07	\$30.18	\$30.78	\$31.40	\$32.03
Perinatal Coordinator	\$32.78	\$34.91	\$39.80	\$41.44	\$43.09	\$44.76	\$46.53	\$47.48	\$48.43
Family Planning Coordinator	\$19.23	\$20.47	\$23.34	\$24.29	\$25.28	\$26.22	\$26.77	\$27.29	\$27.84
Occupational Therapist	\$51.15	\$54.48	\$62.12	\$64.66	\$67.25	\$69.82	\$71.23	\$72.65	\$74.10
Dental Hygienist	\$46.66	\$48.33	\$50.00	\$51.65	\$53.32	\$54.99	\$56.66	\$58.33	\$60.00

**May 1, 2017 -- 3% Across-the-Board Increase**

<b>Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Yrs.</b>	<b>5 Yrs.</b>	<b>7 Yrs.</b>	<b>10 Yrs.</b>	<b>15 Yrs.</b>	<b>20 Yrs.</b>	<b>25 Yrs.</b>
Registered Nurse	\$45.91	\$48.89	\$55.74	\$58.02	\$59.47	\$60.92	\$63.36	\$65.25	\$66.56
LVN/LPT	\$30.10	\$32.05	\$36.56	\$38.04	\$39.00	\$39.95	\$41.55	\$42.79	\$43.65
Physician Assistant / Nurse Practitioner	\$64.93	\$66.23	\$67.55	\$68.90	\$70.28	\$71.68	\$73.12	\$74.58	\$76.07
Health Info. Clerk	\$19.80	\$21.08	\$24.04	\$25.02	\$26.04	\$27.01	\$27.83	\$28.40	\$28.97
Medical Assistant /Lab Technician	\$22.34	\$23.80	\$27.14	\$28.25	\$29.35	\$30.49	\$31.41	\$32.04	\$32.68
Dental Assistant	\$23.43	\$24.96	\$28.45	\$29.62	\$30.81	\$31.99	\$33.27	\$33.94	\$34.62
Case Worker	\$22.78	\$24.26	\$27.66	\$28.79	\$29.95	\$31.09	\$31.71	\$32.34	\$32.99
Perinatal Coordinator	\$33.76	\$35.96	\$40.99	\$42.68	\$44.38	\$46.09	\$47.93	\$48.90	\$49.87
Family Planning Coordinator	\$19.80	\$21.08	\$24.04	\$25.02	\$26.04	\$27.01	\$27.57	\$28.11	\$28.68
Occupational Therapist	\$52.69	\$56.12	\$63.98	\$66.60	\$69.26	\$71.92	\$73.37	\$74.82	\$76.32
Dental Hygienist	\$37.93	\$40.39	\$46.06	\$47.93	\$49.86	\$51.78	\$52.80	\$53.85	\$54.93

**May 1, 2018 - 3.5% Across-the-Board Increase**

<b>Title</b>	<b>Start</b>	<b>1 Year</b>	<b>3 Yrs.</b>	<b>5 Yrs.</b>	<b>7 Yrs.</b>	<b>10 Yrs.</b>	<b>15 Yrs.</b>	<b>20 Yrs.</b>	<b>25 Yrs.</b>
Registered Nurse	\$47.52	\$50.60	\$57.69	\$60.05	\$61.55	\$63.05	\$65.58	\$67.53	\$68.89
LVN/LPT	\$31.15	\$33.17	\$37.84	\$39.37	\$40.37	\$41.35	\$43.00	\$44.29	\$45.18
Physician Assistant / Nurse Practitioner	\$67.20	\$68.55	\$69.91	\$71.31	\$72.74	\$74.19	\$75.68	\$77.19	\$78.73
Health Info. Clerk	\$20.49	\$21.82	\$24.88	\$25.90	\$26.95	\$27.96	\$28.80	\$29.39	\$29.98
Medical Assistant /Lab Technician	\$23.12	\$24.63	\$28.09	\$29.24	\$30.38	\$31.56	\$32.51	\$33.16	\$33.82
Dental Assistant	\$24.25	\$25.83	\$29.45	\$30.66	\$31.89	\$33.11	\$34.43	\$35.13	\$35.83
Case Worker	\$23.58	\$25.11	\$28.63	\$29.80	\$31.00	\$32.18	\$32.82	\$33.47	\$34.14
Perinatal Coordinator	\$34.94	\$37.22	\$42.42	\$44.17	\$45.93	\$47.70	\$49.61	\$50.61	\$51.62
Family Planning Coordinator	\$20.49	\$21.82	\$24.88	\$25.90	\$26.95	\$27.96	\$28.53	\$29.09	\$29.68
Occupational Therapist	\$54.53	\$58.08	\$66.22	\$68.93	\$71.68	\$74.44	\$75.94	\$77.44	\$78.99
Dental Hygienist	\$39.26	\$41.80	\$47.67	\$49.61	\$51.61	\$53.59	\$54.65	\$55.73	\$56.85

**ARTICLE 9. DISCRIMINATION/HARASSMENT**

9.1 **Discrimination.** The Employer’s policy on Harassment, Discrimination, and Retaliation in effect at the time of ratification shall be treated as part of the Agreement; provided, however, that if the Employer wishes to make changes to the policy during the life of the Agreement the

parties agree to bargain those changes as applied to the bargaining unit. The policy shall be available to Employees upon request.

- 9.2 **No Discrimination on Account of Union Activity.** Neither the Employer nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in or refrain from engaging in Union activity.

## **ARTICLE 10. UNION BUSINESS**

- 10.1 **Union Access.** A representative of the Union, after informing the Employer of his or her intention to visit the facility and after having determined a mutually agreed upon time, shall have reasonable access to the Employer's premises for the purposes of conferring with the Employer, Union stewards, or bargaining unit members regarding the administration of this Agreement, for the purpose of ascertaining whether or not the Employer is in compliance with this Agreement, or to process/investigate grievances, or to observe the conditions of work, or to distribute Union literature on a reasonable basis, providing there is no interference with the work of any employee and no interruption in inmate care.

Operational considerations permitting, this shall not prevent a Union representative from conferring with an employee and his or her supervisor or a steward on Employer time in connection with a complaint or problem concerning the employee. The Union will try to inform the Employer at least a full day in advance, if possible, of the intent to visit the site. In any event the representative of the Union shall, upon arrival at the Employer's premises, clear through the regular channels for receiving visitors and may be escorted by a representative of the Employer when visiting the premises. The Employer will not unreasonably restrict the movement of Union representatives within the administrative/clinic area or monitor their interaction with employees.

- 10.2 **Union Stewards.** There will be a maximum of nine (9) stewards for the bargaining unit.

Only one (1) Union steward will be the designated representative of the Union regarding any one (1) grievance or work-related issue. In the event that a change of a steward assigned to a particular matter becomes necessary for any reason, the Union will provide immediate notice of the change to the Employer, including the name of the steward's replacement.

- 10.3 **No Super Seniority.** Union stewards shall have no super-seniority with regard to layoff and recall from layoff, or any other preference with regard to terms or conditions of employment.

- 10.4 **Time Spent Investigating or Adjusting Grievances.** The Union steward may act as the representative of the Union in the investigation and adjustment of grievances. The designated steward shall be given a reasonable opportunity to investigate grievances and otherwise carry out Union business provided that the designated steward makes arrangements by mutual agreement with his/her supervisor and the supervisor of the employee(s) with whom the steward intends to confer. The Union agrees and acknowledges that the steward's primary responsibility is to carry out his/her normal duties and that working time spent on Union business will be kept to an absolute minimum. Thus, this steward's privilege must not be abused.

- 10.5 **Bulletin Boards.** The Employer shall provide reasonable bulletin board space, which shall be the sole means of posting all Union notices.
- 10.6 **Union Activities.** Employees are prohibited from soliciting other employees or distributing literature to other employees for any cause during their assigned working time. For this purpose, working time means time during which either the soliciting or distributing employees or the employees who are the object of the solicitation or distribution are expected to be actively engaged in their assigned work. Notwithstanding the foregoing, solicitations or distributions may be conducted by employees during their lunch period, coffee breaks or other authorized non-work periods, in non-patient care areas.
- 10.7 **Time Off for Effects Bargaining.** The Employer will make good faith efforts, in cooperation with the Union and individuals involved, to schedule employee representatives off work as reasonably necessary to conduct effects bargaining as may be required under the terms of this Agreement.
- 10.8 **New Employee Orientation.** The Union representative or designated Union steward shall be given one half (1/2) hour to provide a new member orientation during the Employer's normal orientation program for new hires or at a mutually agreed time, as arranged between the Union steward and the new employees, up to thirty (30) minutes on paid time and shall not interfere with the employees' work. The Union shall supply the Employer with a complete set of the Union's orientation materials at least annually and whenever there is a change in the materials.
- 10.9 **Names of Stewards Supplied to the Employer.** The Union shall supply the Employer with a complete and accurate list of Union stewards including their full names and worksite(s). The Union shall supply a complete updated list in the event of any change in the identity of a Union steward. The Employer shall have no obligation to recognize anyone not on the official list.
- 10.10 **Union Educational Program.** Operational considerations permitting, the Employer shall provide up to three (3) days of leave without pay for Union stewards to participate in Union educational programs for up to four (4) employees at any given time, with at least two (2) weeks' notice and ideally ten (10) days in advance of the date the schedule is posted and will be approved on a first-come, first-served basis, provided further that the leave does not conflict with a holiday or employees' scheduled vacations.

## **ARTICLE 11. EMPLOYMENT CATEGORIES**

- 11.1 **Full-Time 40-Hour Employee.** An employee regularly scheduled to work forty (40) hours per week is considered a full-time 40-hour employee.
- 11.2 **Full-Time 32-Hour Employee.** An employee regularly scheduled to work thirty-two (32) hours per week is considered a full-time 32-hour employee.
- 11.3 **Part-Time Employee.** An employee regularly scheduled to work between twenty-four (24) and thirty-one (31) hours per week is considered a part-time employee.

- 11.4 **PRN.** A pro re nata (“PRN”) employee is hired to work as an intermittent, “as needed” or relief employee.
- 11.5 **Temporary Employee.** An employee who is hired for a specific period of time, not to exceed three (3) months or to cover the length of a leave of absence, whichever is greater. In the event that the Employer changes a temporary position to a full-time or a part-time position, it shall be posted in accordance with Subsection 12.5(a), Posting of Vacancies. If a temporary employee obtains the newly created full-time or a part-time position through the bidding process, the employee’s seniority will be computed from the initial date of temporary employment.
- 11.6 **Employee Status.** At the time of hire, and thereafter at any change in status, employees will be given a written notice of their status (e.g., PRN, .6, .8, 1.0, etc.) receipt of which the employee will acknowledge by counter-signing the document. Employees disputing the status shown in the notice shall immediately notify the Employer. An employee’s status shall be the status shown in such notice unless and until the employee and Employer, or if the employee appeals to the Union, the Employer, employee and the Union, agree upon a change in the status.
- 11.7 **Pro-rated Benefits for Full-Time 32-Hour and Part-Time Employees.** Full-time 32-hour and part-time employees scheduled to work 24-hours or more per week shall 1) receive pro-rated PTO and extended sick leave, and pro-rated educational benefits, and 2) be eligible to be covered by the Employer’s employee benefit plans, including by way of example but not limitation the Medical Plan, Dental Plan and Vision Plan negotiated for the bargaining unit, the Retirement Plan, the Life Insurance Plan, and the Accidental Death and Dismemberment Insurance Plan on the same basis as full-time 40-hour employees.
- 11.8 **Reclassification of Part-Time Employees.** A part-time employee who is regularly scheduled to work or works an average of thirty-two (32) or forty (40) hours per week for a period of nine (9) consecutive pay periods may be reclassified as a full-time 32-hour or 40-hour employee provided the eligible part-time employee has notified the Employer in writing of his/her election. Such reclassification shall be made effective at the beginning of the pay period following the Employer’s receipt of the request.

An eligible employee may be reclassified to a regular position under this Section only where there is an existing, open regular position. A position is not open if another employee is entitled to claim the position under the provisions of the Agreement; if a regular employee is on leave and entitled to return to his/her position; or if a regular employee is otherwise entitled to claim the position pursuant to the requirements of law.

- 11.9 **Reclassification of PRN Employees.** A PRN employee who is regularly scheduled to work or works an average of twenty-four (24) or more hours per week for a period of nine (9) consecutive pay periods may be reclassified as a full-time or part-time employee based on average weekly hours worked during the nine (9) consecutive pay periods, provided the eligible PRN employee has notified the Employer in writing of his/her election. Such reclassification shall be made effective at the beginning of the pay period following the Employer’s receipt of the request.

An eligible employee may be reclassified to a regular position under this Section only where there is an existing, open regular position. A position is not open if another employee is entitled to claim the position under the provisions of the Agreement; if a regular employee is on leave and entitled to return to his/her position; or if a regular employee is otherwise entitled to claim the position pursuant to the requirements of law.

- 11.10 **Exclusions Related to 11.8 and 11.9.** In calculating the average hours worked in 11.8 and 11.9, hours worked by an employee, pursuant to an award of a temporary, part-time, or PRN position to fill the hours of an employee on leave, shall be excluded.

As long as at least eighty percent (80%) of the full time equivalents (FTEs) are filled with regular employees, the provisions of Article 11.8 and 11.9 shall not apply.

## **ARTICLE 12. SENIORITY**

- 12.1 **Definition of Seniority.** Seniority is defined as the length of time an employee is continuously employed in any capacity by the Employer. Seniority shall have no applicability during the probationary period.

(a) **Definition of Seniority for Continuing Members of the Union.** Employees employed by CFMG effective October 1, 2016 who were either 1) members of the Union immediately prior to their employment with CFMG, or 2) were laid off by Corizon in December 2015 or later, shall retain their seniority status with respect to wages, benefits, and all other matters covered by this CBA. This definition of "continuing members of the Union" only applies for purposes of seniority.

(b) **Impact of Unpaid Leaves on Seniority.** Continuously employed is defined as the length of time from the last date of hire, excluding the length of time an employee is on unpaid leave, except where applicable law prohibits exclusion of leave for determining any benefit of employment.

- 12.2 **Calculation of Service for PRN Employees Changing to Regular Status.** If a PRN becomes a full-time 40-hour, full-time 32-hour, or part-time employee, her/his length of service for the purpose of calculating paid time off benefits shall be retroactive thirty-six (36) months or from the date the PRN employee first performed services for the Employer, whichever is less.

- 12.3 **Loss of Seniority.** Seniority shall be lost and employment terminated when:

(a) **Discharge for Just Cause.** The employee is discharged for just cause;

(b) **Voluntary Termination.** The employee terminates voluntarily without rehire within ninety (90) days;

(c) **Absence without Notification.** The employee is absent for three (3) consecutive working days without notifying the Employer, except in a validated emergency;

(d) **Failure to Return after Recall.** The employee fails to return to work after a layoff within five (5) days from the date the notice of the employee's recall from layoff is mailed. Such notice shall be in the form of a certified letter sent to the last known address indicated on the Employer's records;

- (e) **Layoff for One (1) Year.** The employee is laid off for a period of one (1) year;
- (f) **Exceeding Leave of Absence without Extension.** The employee exceeds an authorized leave of absence or fails to obtain an extension; or
- (g) **Leave in Excess of One (1) Year.** The employee is on an unpaid leave of absence for sickness or injury, whatever the cause, in excess of one (1) year, unless otherwise required by law.

For purposes of this Section a laid off employee, who is recalled into any category of employment (i.e., full-time, part-time, temporary, PRN, etc.) shall have satisfied the recall requirement irrespective of the employment category the employee occupied at the time of his/her layoff. Should the employee be subsequently laid off, the period for determining loss of seniority will commence again.

12.4 **Layoff.** The Employer will make every effort to avoid a layoff. If a layoff is necessary it shall be conducted as set forth below. It is the intent of the following provisions to protect the most senior employees in case of reductions, and to preserve their shift and hours as is practicable under the circumstances.

- (a) **Process for Layoff.** In the event a layoff becomes necessary, employees within a job classification shall be laid off in reverse order of seniority as follows, skill and ability being approximately equal: first, volunteers among an affected classification, then temporary employees, then probationary employees, then PRN employees, then part-time employees, and then full-time employees.
- (b) **Reduction of Hours.** If there is a reduction of hours affecting the remaining positions as a result of the layoff, such reduction of hours shall be done by classification in reverse order of seniority, skill and ability being approximately equal.
- (c) **Work Availability for Employees on Layoff.** Employees on layoff who have indicated in writing their availability to work on an "as needed" basis shall be offered available work by seniority in the following order: full-time employees, part-time employees, PRN employees, probationary employees and temporary employees.
- (d) **Notice of Layoff.** In the event of a layoff, the Employer shall notify the affected employees at least twenty-five (25) days prior to implementing the layoff, provided that the Employer has foreknowledge of the financial or other necessity to layoff. Where possible, additional notice shall be given. If either the Warn Act or California Warn Act apply, 60 days' notice shall be given.
- (e) **Discussion with the Union Regarding the Impact of a Layoff.** The Employer shall provide prompt notice to the Union, and, upon request by the Union, shall meet to discuss alternatives. The Employer shall meet and confer with the Union over the impact of proposed layoffs.
- (f) **Pay and Benefits for Employees Subject to Layoff.** Full-time employees who are laid off and have two (2) or more years of service shall receive one (1) week's pay for each year of service up to a maximum of four (4) weeks. Part-time employees shall receive the prorated equivalent of one (1) week of pay for each year of service up to a maximum of four (4) prorated weeks' pay. In addition, the Employer shall reimburse employees who elect insurance continuation benefits under COBRA for the cost of their COBRA insurance premiums for a period of two (2) months following the date of layoff.

If the Employer loses its contract with the Alameda County Sheriff's Office and an employee is laid off as a result, the provision of this Subsection shall not be applicable to such employee.

- (g) **Recall.** In the event a vacancy(ies) occurs within the job classification from which employees were laid off, employees will be recalled in the order of their seniority in the following order, skill and ability being approximately equal: full-time employees first; then part-time employees; then PRN employees; and, finally, temporary employees.
  - i. **No Right to Recall.** Probationary employees and those who lose their seniority shall have no right to recall.
  - ii. **No New Probationary Period.** Recalled employees shall not be required to serve a new probationary period.
  - iii. **Reinstatement of Sick Leave.** An employee's unused sick leave will be reinstated if the employee resumes work during the recall period.
- (h) **Notice of Vacancies to Employees on Layoff.** For a period of one (1) year from the layoff, employees on layoff will receive copies of all internal job postings in the bargaining unit. At the time of layoff the employee will notify the Employer if she/he wishes to receive such notices by certified mail or e-mail.

12.5 **Job Vacancies.** In the case of a vacancy the most senior, qualified employee shall be given the position, upon written request, skill and ability being approximately equal. Qualifications for vacant positions shall appear on position postings. Postings shall include job classification, hours, shift, days off (if fixed) and whether the days off are fixed or variable, work site, etc.

- (a) **Posting of Vacancies.** Permanent vacancies for full-time, part-time, and PRN employee positions will be posted for ten (10) calendar days in a location or locations accessible to all employees in order to allow employees to apply. This does not prevent the Employer from filling the vacancy on a temporary basis during the ten (10) day posting period. Such postings will be dated as of the first (1st) day they are posted, and a copy shall be sent to the Union (but any unintentional failure to send the posting to the Union shall not impact the validity of the posting).
- (b) **Trial Period.** Employees selected to fill a permanent vacancy in a different classification shall serve a trial period of ninety (90) days. If during the trial period the employee is found not to be able to perform in a satisfactory manner or chooses to voluntarily abandon the new position, the employee will be returned to his/her former position and, in turn, employees who have filled vacancies created by this process shall be returned to their positions and/or laid off pursuant to this Agreement.

12.6 **Scheduling and Additional Hours.** The Employer will prepare the schedule as follows:

- (a) **Regular Employees Scheduled According to Status.** The Employer will schedule all full-time and part-time employees according to their status;
- (b) **Non-Overtime Hours Offered to Part-Time Employees First.** The Employer will offer by seniority and classification, all non-overtime shifts, first to part-time employees who are qualified and have made themselves available for additional shifts.
- (c) **Non-Overtime Hours Offered to PRN Employees Next.** The Employer will schedule qualified, PRN employees by classification, for the remaining non-overtime shifts according to their availability, by seniority. Where multiple requests (“availability”) for the same hours cannot be met, scheduling preference shall be given to the more senior PRN staff, skills and abilities being equal.
- (d) **Order of Additional Hours to Volunteers.** Except in cases where specialized skills are needed or special circumstances exist, the Employer shall assign hours/shifts that become available, after the final schedule is posted, to employees who have volunteered in writing for additional hours. Such work shall be assigned in the following order on a seniority basis:
  - iv. All full time and part time employees for whom such work shall not result in overtime.
  - v. All PRN employees for whom such work shall not result in overtime.
  - vi. All other employees in the department for whom work would not result in overtime.
  - vii. All full time and part-time employees for whom work would result in overtime.
  - viii. All PRN employees for whom such work would result in overtime.

An employee has no right under this Section to be considered for a shift that overlaps his or her scheduled hours on the same date.

- (e) **Avoiding the Use of Overtime.** Before the Employer offers such shifts to employees on the list for whom the work would result in overtime, the Employer may choose to offer the shifts to employees who are not on the list and for whom the work would not result in overtime.
- (f) **When Overtime Would Result for All Available Employees.** If the work would result in overtime for all available employees, the Employer may assign the work to the available employee who is currently on duty without regard to seniority, provided that in such cases the Employer will first offer the overtime to full-time or part-time employees on duty who have indicated an availability for the shift before offering it to PRN employees who have indicated an availability.
- (g) **Determination of Hours to Be Given.** Nothing in this Agreement will affect the Employer’s right to decide in a given case how many, if any, hours it will attempt to cover/replace in the event scheduled staff become unavailable.
- (h) **Obligations of Volunteers for Additional Hours.** If an employee who has volunteered to be available for a shift fails or refuses to report to work when called for

that shift, the employee will not be eligible for additional hours for a period of ninety (90) days. Employees may not withdraw their availability within the forty-eight (48) hours prior to the commencement of the shift for which they have indicated availability.

- (i) **If No Employees Have Indicated Availability.** The Employer may decide to whom it will offer additional hours for which no employees have indicated availability.
- (j) **Twenty-Four (24) Hour Availability List.** Notwithstanding the above, the Employer will establish a twenty-four (24) hour availability list to fill shift vacancies on a first-come, first-served basis without regard to an employee's seniority or status, all skills and abilities being equal. The Employer may elect not to use someone for whom the work would result in overtime.
- (k) **Preference for Home Assignment.** Notwithstanding the above procedure, employees regularly assigned to Santa Rita shall have no right to claim additional hours at Glenn Dyer. Employees regularly assigned to Glenn Dyer shall have no right to claim additional hours at Santa Rita. Furthermore, no employee will be entitled to claim more than three (3) overtime shifts in a two (2) week pay period.
- (l) **Additional Hours on a First-Come, First-Served Basis.** Once the schedule is posted, employees may request to work shifts left unfilled by the process outlined above on a first-come, first-served basis.
- (m) **Exception to the Use of Volunteers.** In filling shifts made available because of a sick leave call off, the Employer may ask someone from the previous shift if she/he wants to work the available hours before calling employees who have made themselves available for additional/overtime hours.
- (n) **Roster of Employees for Purposes of This Article/Use of Bargaining Unit Employees to Avoid Overtime.** The Employer will maintain a current roster of employees by classification and seniority for the purpose of this Subsection. In no case will the Employer be required to fill a shift vacancy with an employee resulting in the payment of overtime when the filling of said vacancy can be done utilizing a bargaining unit employee which would not result in the payment of overtime as per Article 13, Hours of Work and Overtime, Section 13.3, Overtime at Time and a Half, and Subsection 13.3(a), Overtime at Double Time.
- (o) **Special Scheduling Terms.**
  - i. Assignment of Additional Duties to a Charge Nurse Only in an Emergency. Except in emergencies, a Charge Nurse will not be assigned additional duties when a supervisor is not on duty.
  - ii. Out Patient Housing Unit (OPHU) Nurse. The designated OPHU nurse will not have any additional housing assignments in accordance with accreditation requirements.
  - iii. Assignment of Nurses in the Out Patient Housing Unit. The intent of the Employer is to staff the OPHU in such a way as to enable employees to provide care that addresses the need of the patients. Such staffing will take into account acuity, census, and any other relevant criteria. Assignments will be at the Employer's discretion, based on acuity.

- iv. Intake, Transfer and Receiving Nurse. When there is only one (1) ITR nurse, the ITR nurse will have no additional housing assignments.

### **ARTICLE 13. HOURS OF WORK AND OVERTIME**

- 13.1 **Workweek.** The regularly scheduled workweek for all full-time employees shall consist of forty (40) hours per week. Each workweek commences at 12:00 a.m. Sunday and concludes at 11:59 p.m. Saturday. The Employer will not schedule on a regular basis a workweek of more than forty (40) hours, but employees may be required to perform work on an overtime basis.
- 13.2 **Workday.** The regular workday shall consist of eight (8) consecutive hours, not including a meal period of one-half (1/2) hour. Each workday shall consist of one (1) full calendar day, 12:00 a.m. to 11:59 p.m. The parties acknowledge that the parameters of a regularly scheduled workweek and workday are only intended to be definitional.
- 13.3 **Overtime at Time and a Half.** One and one-half (1-1/2) times the regular hourly rate shall be paid for time worked in excess of eight (8) hours and up to and including twelve (12) hours in a consecutive twenty-four (24) hour period, or forty (40) hours in a work week.
- (a) **Overtime at Double Time.** Two (2) times the regular hourly rate shall be paid for all hours worked in excess of twelve (12) hours in a consecutive twenty-four (24) hour period.
  - (b) **Process for Requiring Overtime and No Pyramiding of Overtime.** The Employer retains the right to require an employee(s) to work overtime which will not be done in an arbitrary or capricious manner. Where overtime is required, the Employer will ask for volunteers in the job classification at the facility where overtime is needed. An overtime roster will be maintained by job classification within each facility. If there are not the requisite number of volunteers, the Employer will require qualified person(s) on duty to work overtime, such selections to be made from the overtime roster in inverse order of seniority on a rotating basis. There shall be no pyramiding of overtime by reason of the application of any provisions of this Agreement relating to payment of wages.
  - (c) **Returning to Work Within Twelve (12) Hours of Prior Shift.** The Employer may request employees to return to work less than twelve (12) hours after the end of their prior shift, but no employee shall be required to return to work less than twelve (12) hours after the end of their prior shift, except in case of an emergency.
- 13.4 **Establishment of Schedules.** The Employer has the right to establish work schedules and starting times and to change such schedules as reasonably necessary for efficient operations, none of which will be done in an arbitrary or capricious manner. Without limitation to the Employer's exclusive right to establish work schedules, it is the intent of the Employer to give scheduling priority to full-time and part-time employees and the Employer will make its best effort to accommodate employee's scheduling requests.
- (a) **Normal Schedule Defined.** While no employee has a set schedule, it is the intent of the Employer to 1) make a reasonable effort to give full-time and part-time employees

a normal schedule, defined as having consistent days off each pay period and the same start time for each scheduled workday, and 2) to give two (2) consecutive days off, if requested, in any workweek to full-time and part-time employees.

- (b) **Process for Changing Posted Schedule by Employer.** Posted schedules may be changed by mutual agreement between the Employer and the affected employee, or changed when it is necessary to cover unexpected and urgent patient care needs. In such cases, management shall first seek volunteers to fill the unexpected schedule need or change. If there are no volunteers, then the additional shift(s) shall be assigned by reverse order of seniority, e.g., to the least senior qualified employee. If after the schedule is posted, a schedule change is necessary, the affected employee will be given notice orally or in writing as far in advance as possible including the reasons for the proposed change. Reasonable efforts will be made to minimize any inconvenience.
- (c) **Process for Changing Posted Schedule by Employee.** If, after the schedule is posted, an employee requests a schedule change, the employee will give as much written or oral notice as is possible, inform the Employer of the reasons and attempt to arrange for a substitute within the same classification, subject to the Employer's approval, without incurring overtime. The Employer will make a reasonable effort to accommodate the request. If the request cannot be accommodated, the employee will be required to work as scheduled.

For vacation requests made by an employee in accordance with Subsection 13.4(d) below, and after the ten (10) calendar day window in advance of the date for posting the hours of work schedule, the employee requesting the day off is to provide a completed and approved switch form documenting the employee replacing him/her. Regardless of the employee's finding the replacement (employee or supervisor), a switch form is to be submitted to the HSA, or other CFMG designated person or department, with the vacation request in order for that vacation to be paid. Switch shifts are not to incur overtime. If the requested day off arrangement will incur overtime, then the requested day off will be automatically denied.

- (d) **Work Schedules for a Twenty-Eight (28) Day Period.** The Employer will post hours of work schedules for a 28-day period. The hours of work schedules will be posted at least fourteen (14) calendar days in advance of the scheduled implementation date. All full and part-time employees must give their supervisors, or in the supervisor's absence, the Director of Nursing (DON), their special requested days off (other than their normal schedule) in writing and requested vacation days in writing ten (10) calendar days in advance of the date for posting the hours of work schedules whenever possible. As a general rule, work schedules shall coincide with payroll periods. Twenty-eight (28) day schedules shall start on the first (1<sup>st</sup>) day of a pay period and end on the last day of a pay period.
- (e) **When scheduling PRNs, the following criteria will be considered (in no particular order):** seniority, skill mix, availability, and approximate equity of work. In the event the Employer intends to implement electronic PRN scheduling, it will notify the Union and meet and confer upon request of the Union.
- (f) **Availability Requirements for PRN Employees.** All PRNs must give dates and shifts available in writing fourteen (14) calendar days in advance of the posting of the hours of work schedules. Once PRNs have submitted requested days off or dates and shifts of

availability, as applicable, they may not make any change without the approval of the supervisor.

PRNs must provide at least three shifts of availability per 30-day period, of which two must be evening, night or weekend shifts.

- i. **Holiday Work.** PRNs may be required to work two (2) holidays per calendar year, the first (1<sup>st</sup>) of which will occur between January 1 and June 30 and the second, between July 1 and December 30.
  - ii. **Shifts Outside the Regular PRN's stated Availability.** A PRN is not precluded from making him/herself available for additional weekend or weekday shifts.
- (g) **Requests for Time Off.** It is the responsibility of the employee to submit work schedule requests for time off or availability as required above. Employees who fail to do so may be scheduled as the Employer's needs dictate and the employee and Union waive grievances of any such persons regarding scheduling for that period.
- (h) **Employee Initiated Call Off.** For purposes of calling off, employees shall call in at least two (2) hours prior to the shift to facilitate staff replacement, except in a validated emergency where phoning would have been impossible. Absent an emergency when calling in, the employee must speak with the immediate supervisor, supervisor's previously identified designee, or the Charge Nurse if available. The relevant phone numbers are provided by the Employer.
- (i) **PRN Removal from Roster.** A PRN may be removed from the employee roster if the PRN fails to comply with the Subsection 13.4(e), When scheduling PRNs, or fails to report to work as scheduled without calling at least two (2) hours prior to the shift, except in a validated emergency where phoning would have been impossible.

Except as otherwise required by law, PRN employees who have not fulfilled their availability to work six (6) times within a two-month period or who have not provided the Employer with their work availability for two or more consecutive month-long periods may be removed from the employee roster by the Employer. PRNs may also be removed from the roster if they fail to work any shifts for a two-month period. Those PRN employees who would otherwise fall into the aforementioned categories who provided appropriate call off notice within the two-month period will not be subject to removal. Further, those employees who can demonstrate that their failure to comply with the above requirements is due to an injury or illness shall not be subject to removal from the roster for failure to comply with Subsection 13.4(f), Availability Requirements for PRN Employees.

The foregoing is in addition to any other right of the Employer to discharge an employee under this Agreement.

- 13.5 **Rest Periods.** Employees working a regular workday shall be entitled to two (2) rest periods, one fifteen-minute period in the first (1<sup>st</sup>) four (4) hours of their shift, and one fifteen-minute period in the remainder of their shift. The Employer retains the right to assign rest periods.
- 13.6 **Reporting Pay.** PRNs shall receive a minimum of two (2) hours' notice prior to cancellation of a previously scheduled shift, unless the cancellation results from the accommodation of a

full-time or part-time employee or an emergency situation. Where the two (2) hours of notice is not given where required, the PRN shall be entitled to two (2) hours of pay.

- (a) **Reporting to Work After Being Called In.** Any employee who is called in within one (1) hour of the beginning of a shift, and arrives within thirty (30) minutes after the start of that shift shall be compensated from the beginning of the shift.

13.7 **Mandatory Overtime.** If an employee is required to do mandatory overtime for four (4) hours or more, she/he shall receive eighty dollars (\$80) in addition to the appropriate overtime rate of pay. It is understood that this provision is a holdover from the previous contract and that it may not be applicable in a CFMG facility. If the parties determine it is no longer applicable it may be removed by mutual agreement.

- (a) **No Concerted Effort By Employees to Force the Employer to Pay Premiums.** There will not be a concerted effort on the part of employees to avoid overtime for the purpose of forcing the Employer to pay the above referenced mandatory overtime premiums.
- (b) **Every Reasonable Effort By the Employer to Avoid Mandatory Overtime.** The Employer shall make every reasonable effort to avoid mandatory overtime. Except as provided for in this Subsection, overtime shall be voluntary and in accordance with applicable laws and regulations, except in emergency situations where patient care or physical facility operations would be seriously impacted. For purposes of this Subsection, "emergency situation" is defined as an unexpected situation and sudden occurrence of a serious and urgent nature that demands immediate attention including but not limited to call-offs by other employees.

13.8 **Additional Sick Call/Pill Call.** If an RN or LVN, including a Charge Nurse or a Booking Nurse, is required to do sick call and/or pill call that is not part of his/her regular assignment as a result of unfilled shift vacancies, he/she shall receive a sixty dollars (\$60.00) premium for each additional sick and/or pill call. It is understood that this provision is not applicable when such requirement is due to unanticipated changes in inmate population, housing assignments or other factors not due to unfilled shift vacancies.

Before assigning him/herself to an additional sick call/pill call, a Charge Nurse shall check with the Director of Nursing or other nurse manager, designated for this purpose, to attempt to find alternative coverage.

It is understood that this provision is a holdover from the previous contract and that it may not be applicable in a CFMG facility. If the parties determine it is no longer applicable it may be removed by mutual agreement.

13.9 **Meal Voucher for Additional Shift.** Upon request, any RN or LVN required to work more than four (4) hours of a second consecutive shift will receive a voucher entitling him/her to one (1) meal in the facility cafeteria to be used by him/her on that day. The Employer will make a reasonable effort to furnish the voucher to the nurse toward the beginning of said second consecutive shift and such voucher must be used during said second shift or must be returned to the Employer.

## **ARTICLE 14. PROBATIONARY PERIOD**

- 14.1 **Probationary Period.** All newly hired non-PRN employees shall serve a probationary period of ninety (90) calendar days, excluding paid time off and unpaid leave. Newly hired PRN employees shall serve a probationary period of one hundred twenty (120) calendar days.

This provision will not apply to employees who were members of the Union prior to being hired by CFMG.

- 14.2 **Seniority Upon Completion of Probationary Period.**

Upon satisfactory completion of the probationary period, any seniority will be computed from the date of hire or rehire. Seniority for employees who were members of the Union prior to their employment with CFMG shall be defined as described in Subsection 12.1(a), Definition of Seniority for Continuing Members of the Union.

- 14.3 **Discipline/Discharge During Probationary Period.** An employee may be disciplined or discharged during the probationary period without recourse to the grievance procedure, except where there is an allegation of discrimination under Article 9, Discrimination/Harassment. In a grievance processed for a probationary employee under this Article, the grievant will have the burden of proving that the discipline or termination was for a discriminatory reason, rather than the employer having to establish just cause.

## **ARTICLE 15. PAYCHECKS**

- 15.1 **Notice of Change In Pay Rate.** An employee shall be notified in writing of a change in his or her regular rate of pay; i.e., by copy of the relevant personnel action form or notice (PAF a.k.a. PAN).
- 15.2 **Employer Errors in Pay.** Verified Employer errors resulting in underpayments to employees shall be corrected and an additional check for the underpayment amount shall be issued to the employee within three (3) business days.
- 15.3 **Correction of Errors in Accrued Benefits.** Verified errors in accrued benefits as a result of errors of the type contemplated in Section 15.2, Employer Errors in Pay, above shall be corrected in the following pay period. It is understood and agreed that employees shall suffer no loss of benefits due to Employer errors that are verified and presented in a timely manner.
- 15.4 **Employee Reporting Errors.** Upon notification from the employee or discovery by the Employer of an employee reporting error; e.g., failure to report charge pay before the close of the pay period, the error will be corrected in the next full pay period.
- 15.5 **Other Errors.** Unless otherwise mutually agreed, other payment errors resulting in improper payments (e.g., overpayments, etc.) shall be corrected by the same amount and over the same number of pay periods as they occurred, or may be deducted in a lump sum payment, at the employee's option, except in the case of voluntary or involuntary termination in which case the overpayment may be recouped in a lump sum from the employee's final paycheck.

## **ARTICLE 16. PERFORMANCE EVALUATION**

- 16.1 **Evaluations Signed by Employee.** All written evaluations placed in an employee's personnel file shall be signed and dated at the time of the evaluation by the employee to indicate that the employee has read the document. The document will have a line indicating agreement and a line indicating disagreement but acknowledgment of receipt. The employee may sign either.
- 16.2 **Right of Rebuttal.** Every employee has the right to rebut a performance evaluation in writing. Within ten (10) days of the receipt of the written evaluation, the employee must submit his or her rebuttal in writing.
- 16.3 **Meeting with Management.** The employee may request a meeting with the appropriate management personnel to consider the rebuttal and revision of the evaluation. In lieu of revision of the evaluation, the rebuttal shall become part of the evaluation in the personnel file.
- 16.4 **Evaluations and the Grievance Procedure.** Only procedural aspects of the evaluation process and not the content of the evaluation are subject to the grievance procedure; however, if the Employer uses an employee's evaluation to substantiate any disciplinary action, the Employer's relevant factual representations in the evaluation may be disputed in the grievance and arbitration procedure, provided the employee has disputed the factual representations at the time the evaluation is delivered.
- 16.5 **Peer Evaluation Comment Added to Evaluation.** At the employee's option, an employee can have a Peer Evaluation Comment added to his/her performance evaluation by a co-worker working within his/her unit.

## **ARTICLE 17. DISCIPLINE AND DISCHARGE**

- 17.1 **Discipline/Discharge for Just Cause and Maintenance of Security Clearance.** Non-probationary employees shall only be disciplined or discharged for just cause.

To maintain his/her employment, each employee must retain his/her own security clearance from the Alameda County Sheriff's Office. If the County Sheriff's Office directs the Employer to replace or remove an employee for loss of security clearance or for any other lawful reason, such reason shall be deemed just cause for termination. The Employer will have no further obligations under this Agreement to the employee regardless of the reason for the loss of the security clearance or the reason given by the County Sheriff's Office.

Except as otherwise stated herein, the operation of this Section, 17.1, shall not be used as a means to circumvent this Discipline and Discharge Article and/or the grievance procedure of this Agreement.

It is the intent of the foregoing to describe generally security clearance revocation by the Sheriff's Office itself, which is and shall remain the province of the Sheriff's Office and not the Employer. It is understood and agreed that the Employer may not initiate a security clearance revocation as a means to abrogate the terms of this Agreement; however, nothing herein shall be construed to prevent good faith cooperation in any lawful investigation or proceeding

initiated by the Sheriff's Office, nor shall it be construed to prevent the Employer from bringing facts to the attention of the Sheriff's Office in good faith, even if such information ultimately results in a security clearance investigation. Discipline or discharge of non-probationary employees shall be subject to the grievance and arbitration procedure.

- 17.2 **Appropriate Discipline.** The Employer shall determine the appropriate discipline to administer. In so doing the Employer will consider the seriousness of the offense, the intent, attitude and record of the employee and the conditions under which the offense took place. Unless circumstances warrant more severe actions, the Employer will use a system of progressive discipline.
- (a) **Forms of Progressive Disciplinary Action.** Progressive disciplinary action may take several forms, for example, verbal counseling (documented), demotion and/or probation, written counseling and/or warnings, disciplinary suspensions with or without pay, and/or termination of employment. All disciplinary actions may become a permanent part of the employee's personnel file.
- 17.3 **Discipline for Performance and/or Attendance.** Where the cause of discipline is poor performance and/or poor attendance, the disciplinary notice may but is not required to advise the employee in writing of the general time period during which the employee must evidence sustained improvement and, if warranted in the judgment of the Employer, the date on which termination will occur if sustained improvement is not made. The Employer may accelerate the termination date if performance declines during this period or if other intervening events occur that warrant discipline in the Employer's judgment.
- 17.4 **Written Notice of Discipline.** When an employee is terminated, suspended with or without pay or demoted, the Employer will notify the employee by written notice setting forth the effective date of the discipline, the form of the discipline (e.g., termination, suspension, or demotion) and the reason for the discipline or in lieu thereof the Employer shall send the employee the notice by certified mail.
- 17.5 **Weingarten Rights of Employees.** Employees shall be entitled to Union representation, in accordance with the requirements of the law, during investigations that could possibly lead to disciplinary actions.
- 17.6 **Issue, Enforcement, and Change of Work Rules.** The Employer has the right to issue, enforce and change working rules. A copy of the written changes in such rules will be forwarded to the Union but any accidental failure to do so will not impact the validity of the rules.
- 17.7 **Written Rebuttals.** Employees shall have the right to submit a written rebuttal to any written warning or reprimand or other documentation of a negative nature. All rebuttals shall be placed in the employee's personnel file.
- 17.8 **Instances Where Former Discipline Is Not Used for Progressive Discipline.** Prior disciplinary actions and documentation of a negative nature and written warnings of reprimand shall not be used as a basis for progressive discipline where there has been no reoccurrence of a similar offense in a one (1) year period.

## **ARTICLE 18. ACCESS TO PERSONNEL RECORDS**

- 18.1 **Reviewing One's Personnel File.** An employee, upon request and at reasonable times and intervals, shall be permitted to review the contents of his or her personnel file, excluding letters of reference and information relating to the investigation of a possible criminal offense.
- 18.2 **Union Representative's Review of an Employee's Personnel File.** Union representatives shall be permitted to review employee records when accompanied by the employee, or upon presentation of a written authorization signed by the employee, a Union representative may request a copy of the employee's personnel record. The Employer shall provide one copy of the record without charge.

## **ARTICLE 19. GRIEVANCE – ARBITRATION PROCEDURE**

- 19.1 **Grievance Defined.** A grievance shall be defined as any dispute or complaint arising between the Union and the Employer over the interpretation, application, or any alleged breach of this Agreement. Grievances shall be processed promptly, and both parties thereto shall make a reasonable effort to adjust or settle such disputes by the following steps:
- 19.2 **Avoiding the Formal Grievance Process.** Employees, shop stewards and members of management are encouraged to work together informally to resolve workplace issues so that it will not be necessary to file a formal grievance.
- 19.3 **Step 1.** The Union shop steward or the Union representative shall have the right to file a formal written grievance with the Health Services Administrator or designee. The grievance shall be considered null and void unless all of the following requirements are met.
- (a) **Signature of Steward or Union Representative Required.** The grievance must be signed by a Union shop steward or an authorized Union representative.
  - (b) **Twenty (20) Calendar Day Time Limit for Filing a Grievance.** The grievance must be received by the responding party no later than twenty (20) calendar days of the event giving rise to the grievance.
  - (c) **Basis for and Facts of the Grievance.** The grievance must specify in detail the facts upon which the grievance is based, including the date of alleged violation as well as the specific provisions of the Agreement violated.
  - (d) **Affected Employee(s) Set Forth in Grievance.** In the case of grievances filed by the Union, the grievance must state the name(s) of the employee(s) who have been impacted by the violations alleged in the grievance, unless such grievance is a "class action/all affected" grievance, provided that nothing herein shall affect or restrict the Employer's right to obtain information regarding the grievance from the Union.

The responding party shall give its answer in writing to the employee and/or Union representative within ten (10) calendar days of its receipt.

- 19.4 **Step 2.** If the grievance is not satisfactorily settled in Step 1, the grieving party (the Union or the Employer) may, within ten (10) calendar days after the answer in Step 1 is received or was due, whichever is earlier, appeal the matter in writing to the Director of Operations or

designee or to the assigned Union representative as the case may be. In the case of grievances filed by the Union, in order to be valid, the appeal must be signed and dated by a designated shop steward or Union representative. The responding party shall give its answer in writing to the other party within ten (10) calendar days of its receipt.

- 19.5 **Step 3. Deferring Grievance to Arbitration and Selection of Arbitrator.** Subject to the limitations set forth in Section 19.4 above, if the grievance is not satisfactorily resolved in Step 2, the grievance may be deferred by the grieving party to arbitration, within eight (8) working days after the answer in Step 2 is received or was due. In the case of grievances filed by the Union, in order to be valid, the deferral to arbitration must be signed and dated by a Union representative (the signature by a shop steward shall not satisfy this latter requirement). A single arbitrator mutually satisfactory to both parties may be designated to settle the dispute. If the parties fail to agree to an arbitrator, they shall request the California State Mediation and Conciliation Service ("SMCS") to send a list of seven (7) arbitrators to both the Union and the Employer. If the parties cannot then agree, each party shall alternately strike one (1) name from the list, the first (1<sup>st</sup>) strike being selected by lot, and the person remaining shall be the arbitrator.
- 19.6 **Costs of Arbitration and Restrictions on Arbitrator's Award.** The arbitrator shall decide the matter within the scope of this Agreement and shall have no power to make a determination inconsistent with the terms or provisions thereunder, or to add to, subtract from, alter or modify said provisions. The arbitrator shall not have the power to issue an award inconsistent with any applicable law. The decision of the arbitrator issued within the limits on the arbitrator's authority as set forth herein shall be final and binding on all parties. Nothing herein shall be construed to expand upon, detract from, or alter the generally recognized scope of judicial review of arbitration awards. Any fees and expenses of the arbitrator including the cost of the court reporter shall be shared equally by both parties. The individual parties shall be responsible for purchasing copies of the transcript, if they order a copy. Each party shall bear its own costs of representation and witnesses.
- 19.7 **Time Limits.** Time limits may be extended or waived only by mutual agreement of the parties in writing, except that the failure to file the Step 1 grievance may not be extended or waived. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto. If no answer is given when due, the Union shall have the right to take the grievance to the next step or to the arbitration within the time limitations set forth herein, time being of the essence.

## **ARTICLE 20. PAID TIME OFF (PTO)**

- 20.1 **Paid Time Off.** CFMG provides full-time Employees with paid time off ("PTO") from work. PTO combines vacation, sick leave, and holidays into a single policy. PTO may be taken for vacation, sick leave, holidays, or any other purpose. Full-time and part-time Employees accrue PTO in accordance with the accrual schedule set forth below. Per diem and temporary Employees do not accrue PTO.

PTO shall accrue on all hours paid out (hours worked, educational leave, PTO, etc.) excluding overtime and up to a limit of forty (40) hours per week. PTO hours are not considered hours worked for the purposes of calculating overtime.

Employees are encouraged to take their accrued PTO each year. Employees must request paid time off from their Program Manager or Supervisor as far in advance as possible. Paid time off will be scheduled so as to provide adequate coverage of job and staff requirements and subject to the requirements set forth below.

It is the responsibility of the Employee to apply for any disability benefits for which he/she may be eligible as a result of illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which the Employee may qualify. CFMG will facilitate Employees' applications for the above-mentioned benefits whenever possible.

PTO benefits will be fully integrated with other benefits available such that at no time will Employees be paid more than their regular compensation including applicable differentials. Employees will not accrue PTO during unpaid leaves of absence.

Employees wishing to utilize their PTO should record the time requested and label as such on the time card.

20.2 **PTO Carryover.** Employees cannot carry-over more than 360 hours from one calendar year to the next. At the end of the calendar year, unused PTO at or below the maximum accrual amount will carry-over to the following year.

20.3 **PTO Payout.** PTO pay will be based on an employee's regular hourly rate.

Once per year, employees may elect to be paid out for any amount of PTO, provided they do not drop below eighty (80) accrued hours.

20.4 **Scheduled PTO Use.**

(a) **Calendar for Awarding PTO.** All requests for PTO shall be awarded by seniority based on the following: from January 1 through January 31, Employees shall submit their written PTO requests for the period March 1 through February 28 of the following year. These requests for PTO will be awarded by February 15.

(b) **Requests for PTO Submitted After February 15.** After February 15, any new requests for PTO and any changes in granted/scheduled PTO must be submitted in writing at least ten (10) days in advance of the date the schedule is posted. The granting of such requests will be on a first-come, first-served basis and will also be based on current policy allowing for a set number of Employees to be scheduled off at any given time in a specific assignment/classification and worksite, e.g., 3 RNs/LVNs on day shift at Santa Rita worksite.

If the set number of Employees has already been granted for a specific time period that is being requested, the Employee requesting the new PTO or the change in PTO shall be responsible for finding a qualified substitute to fill his/her schedule as a condition of the granting of the PTO.

Any such request or change must be mutually agreeable to the Employer and Employee.

The scheduling of the substitute must not require the payment of overtime or any other premium or differential that would not otherwise have been payable to the Employee originally scheduled for the shift. The Employee shall submit the name of the Employee he/she has arranged as a substitute on a form provided by the Employer with the signatures of the Employee and his/her substitute.

PTO shall be granted in accordance with the preceding Sections. In unusual or unforeseen circumstances, it may be granted with the prior approval of the Employee's Program Manager or supervisor.

- 20.5 **Unscheduled PTO Use.** Unscheduled paid time off may be taken only for an Employee's own illness or injury or with approval of the HSA or designee. Certification by a health care provider may be required for absences due to illness or injury of four (4) or more consecutive work days or for intermittent absences due to the same reason.

Unscheduled paid time off may also be taken pursuant to California's Kin Care law. Employees are encouraged to and responsible for citing Kin Care when appropriate.

- 20.6 **PTO Accrual Schedule.** Regular Employees begin accrual of PTO upon hire. New Employees are discouraged from taking PTO during the first three (3) months of employment so that new hire orientation will be uninterrupted; however, it is understood by the parties that the time period October 1-December 31, 2016 are special circumstances for the purposes of PTO scheduling.

Accrued, available PTO is used for any hours that are scheduled and not worked. Combined work hours and PTO may not exceed full-time employment for that period. PTO is paid at 100% once employment is terminated.

PTO will be accrued based on the following schedule:

<b>Completed Years of Service</b>	<b>Total Accrued PTO Days</b>
During first year of employment	27
1	27
2	27
3	32
4	32
5	34
6	34
7	34
8	34
9	35

20.7 **PTO Holidays.** PTO use shall be automatic for the following days unless the Employees works on the holiday:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

20.8 **Holiday Premium.** An employee working any holiday shall be paid time and one half (1½) the straight time pay plus appropriate differentials.

20.9 **Donation of PTO.** Employees may donate up to forty (40) hours of accumulated PTO to other Employees who have exhausted their PTO balance due to catastrophic illness. The transfer shall be in hours of PTO regardless of any wage differences between donor and recipient.

20.10 **Extended Paid Sick Leave.** CFMG also provides an Extended Paid Sick Leave (ESL) Benefit for full-time and part-time Employees.

Employees will accumulate ESL according to the following schedule; the days listed are granted on their anniversary date or date of hire. Part-time Employees will be granted a prorated amount of ESL based on their FTE status, e.g. .6, .8 etc.

<b>Completed Years of Service</b>	<b>Annual ESL Accrual Days</b>
During first year of employment	2
1	4
2	7
3	7
4	7
5	7
6	7
7	7
8	7
9	7

A maximum of five hundred (500) hours of ESL may be accrued. If an Employee has five hundred (500) hours accrued, accrual will stop until there are fewer than five hundred (500) hours.

Employees are eligible to use ESL when the Employee is unable to work due to illness or disability beginning on the fifth consecutive missed day of work or immediately upon hospitalization.

The total number of hours used from ESL, PTO, and available short-term disability benefits shall not exceed 100% of Employee's normal daily pay.

ESL is not an accrued benefit that is paid out upon termination of employment, and is only available to current full-time and part-time employees.

## **ARTICLE 21. BEREAVEMENT LEAVE**

- 21.1 **Benefit and Immediate Family Defined.** Employees shall be entitled to up to three (3) working days paid bereavement leave when there is a death in their immediate family. Full-time and part-time and probationary employees shall be entitled to up to three (3) working days paid bereavement leave if the death and/or funeral/memorial service occurs on days the employee was scheduled to work. Immediate family shall be defined as the employee's spouse, domestic partner (as defined in California law), child, step-child, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, parent, step-parent, grandparent, grandchildren, legal guardian, legal ward, current father-in-law or current mother-in-law.
- 21.2 **Pay for Bereavement Leave.** An employee shall be paid for such days off if any such days off occur during the employee's regularly scheduled workweek. Pay for compensable bereavement leave shall be for the employee's regular schedule and regular rate of pay. Under no circumstances shall this provision result in an increase of an employee's normal earnings.
- 21.3 **Additional Days for Travel of Three Hundred (300) Miles.** An additional two (2) working days without pay shall be granted for use in conjunction with paid bereavement leave if the employee must travel three hundred (300) miles or more each way; i.e., 300 miles to and 300 miles from the location of the funeral or memorial services.
- 21.4 **Use of Paid Leave for Bereavement Leave.** In lieu of unpaid leave for bereavement, the employee may use Paid Leave remaining in the employee's Paid Leave account.
- 21.5 **Reasonable Proof.** The Employer may require reasonable proof of death satisfactory to the Employer; e.g., a funeral home letter, in order to be eligible for paid bereavement leave.

## **ARTICLE 22. JURY/WITNESS DUTY**

- 22.1 **Pay While on Jury Duty.** Any full-time or part-time, non-probationary employee required to serve jury duty is eligible for jury duty pay up to a maximum of four (4) workdays in each instance he/she is called. The Employer shall pay an eligible employee the employee's regular hourly rate for the number of hours in the employee's normal scheduled workweek subject to a maximum of eight (8) hours a day, with a maximum of thirty-two (32) hours, less the amount of compensation that the employee is eligible to receive for service as a juror. Any employee subpoenaed to appear as a witness in a judicial procedure related to CFMG shall be paid his/her normal hourly rate. No deduction in leave time or break in service shall occur.

- 22.2 **Notice to Employer of Jury Duty.** The receipt of a subpoena or the notice to report for jury duty must be reported as soon as possible to the Health Services Administrator or the employee's supervisor.
- 22.3 **Seeking Postponement of Jury Duty.** The Employer may require that the employee seek to postpone jury duty if, in the opinion of the Employer, the employee's services are essential at the time of the proposed jury service.
- 22.4 **Proof of Service and Reporting to Work.** The Employee will be required to submit to the Employer proof of service and the amount of payment received therefore and the Employer shall have no obligation to pay any jury duty pay until such documentation is received. If an employee scheduled for day shift is permanently or temporarily excused from jury service, the employee shall immediately notify the Employer and report to work for the remainder of his/her shift if so directed.
- 22.5 **Evening or Night Shift Employees.** An employee on jury duty who is scheduled to work the evening or night shift shall not be required to work. When permanently excused from jury service, the employee shall immediately notify the Employer and report to her/his next scheduled shift.
- 22.6 **If Courts Are Closed.** If the Courts are closed on a given day and, as a result, the employee will not be required to report for jury service on that day, he/she shall notify his/her supervisor in order to report for work on that day.

### **ARTICLE 23. MILITARY LEAVE**

- 23.1 **Benefit.** The Employer will provide for three (3) weeks annual reserve training and reimburse the employee at the employee's regular hourly rate for the number of hours for the employee's normal work week subject to a maximum of eight (8) hours a day, forty (40) hours a week, less the compensation received by the employee for military service for a maximum of fifteen (15) days. The granting of a military leave and/or payment of any wage differential is contingent upon the employee's giving the employer timely written notice as required by law. Additional unpaid leave for military duty shall be granted as required by law.

### **ARTICLE 24. FAMILY AND MEDICAL LEAVE AND DISABILITY LEAVE OF ABSENCE**

- 24.1 **Six Months' Leave.** Subject to the requirements set forth below, in cases where an employee's physical condition prevents the employee from performing the normal duties of his/her job, the Employer will grant an unpaid Leave of Absence (LOA) for disability of up to six (6) months in a (12) month period. The disability may be caused by a non-occupational illness or injury, including pregnancy, which requires medical treatment.
- 24.2 **Use of Sick Leave and Vacation Before a Leave.** Employees will be required to use all of their accrued and unused sick leave and vacation before an injury, illness or disability LOA is granted.

24.3 **Leave in Accordance with Law.** With the exception of the length of time for the LOA provided in Section 24.1, Six Months' Leave, all eligibility requirements and other administrative procedures for family leaves, pregnancy disability leaves and other leaves related to an employee's injury, illness or disability will be in accordance with the Family and Medical Leave Act of 1993, the California Family Rights Act, pregnancy-related disability leaves under California Government Code Section 12945 and other statutorily mandated leaves. The provisions of the unpaid LOA provided for in this Article shall apply only to the extent the time for this LOA exceeds other statutorily mandated leaves.

24.4 **Return to Original Job Classification.** Employees will be restored to their original job classification if they return at or before the expiration of the LOA.

24.5 **No Accrual of Benefits or Seniority During Leave.** During an authorized LOA, an employee shall not accrue additional benefits, shall retain his/her seniority but shall not accrue additional seniority.

The Employer will continue to pay the employer's share of the employee's (and dependents', if applicable) medical, dental and life insurance premiums, provided he/she is enrolled in the group prior to the start of the LOA. It is the employee's responsibility to make the monthly premium payments for any benefit plans in which the employee or his/her dependents are enrolled in accordance with the Employer's procedures and the requirements of this Agreement.

24.6 **Not Covered By Malpractice During Leave.** During an authorized LOA, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance.

24.7 **Acceptance of Other Employment During Leave Cause for Termination.** If an employee accepts other regular employment during a LOA, the leave will be canceled and employment will be terminated.

24.8 **Physician's Statement Required Upon Return from Leave.** As a condition of reinstatement from a disability LOA, the employee must furnish a written statement from a physician verifying that he/she is physically able to perform his/her job functions. Securing this physician statement is at the employee's expense.

## **ARTICLE 25. PARENTAL LEAVE**

25.1 **Six (6) Months' Parental Leave.** Employees shall be granted up to a total of six (6) months parental leave for adoption of a child or to care for a newborn child, inclusive of any leave an employee may be entitled to for such purposes under the Family and Medical Leave Act of 1993 and the California Family Rights Act. Such six (6) months of parental leave will include any pregnancy disability leave granted pursuant to California's pregnancy disability leave law, California Government Code Section 12945, unless the pregnancy-related disability extends up to four (4) months, in which event the employee may take one additional month for the adoption of a child or to care for a newborn. With the exception of the length of time for the parental leave, all other eligibility requirements and administrative procedures will be in accordance with the Family and Medical Leave Act of 1993, the California Family Rights Act and California Government Code Section 12945.

- 25.2 **Adoption.** In the event of an adoption the parental leave will begin on the date the child is brought to the employee's home.
- 25.3 **Birth.** In the event of a birth, the parental leave will begin on the date of the cessation of the medical disability associated with the birth for a female employee and on the date of birth of the child for a male employee.

## **ARTICLE 26. INDUSTRIAL LEAVE**

- 26.1 In the case of a leave of absence attributable to an industrial injury or illness, in accordance with existing practices the employee will continue to be covered by the health, dental and insurance plans during the period of leave, not to exceed six (6) months, provided the employee continues to make the monthly premium payments for his or her own and any dependent coverage in any benefit plans in which the employee or his or her dependents are enrolled in accordance with the Employer's procedures and the requirements of this Agreement. During an authorized Industrial leave, employees are not covered by the Employer's professional liability (malpractice) or general liability insurance. During the leave the employee will continue to accrue seniority. Vacation and Sick leave will continue to accrue during a leave of absence due to industrial injury or illness.
- 26.2 **Concurrent Leave.** Except as otherwise required by law, if a condition or reason for a leave entitles an employee to more than one (1) type of leave under Articles 27, 28, and 29, such leaves shall run concurrently.

## **ARTICLE 27. PERSONAL LEAVE**

- 27.1 **Unpaid Personal Leave Up to Fourteen (14) Days.** Employees may request an unpaid personal leave of absence of up to fourteen (14) days subject to the requirements of efficient operation and the approval of such leave shall not be unreasonably denied. Such requests shall be directed to the Health Services Administrator or her/his designee.
- 27.2 **Unpaid Personal Leave Not to Exceed Thirty (30) Days.** Employees may request an unpaid personal leave of more than fourteen (14) days not to exceed thirty (30) days and such leave may be granted subject to the discretion of the Health Services Administrator or his/her designee.

## **ARTICLE 28. LEAVE FOR EMPLOYMENT WITH THE UNION**

- 28.1 **Up to Two (2) Employees Granted Leave.** Upon notification from the Union and subject to the agreement of CFMG, up to two (2) employees at any one time may be granted a leave of absence without pay for a period of up to six (6) months in a twelve (12) month period to work for the Union. During the leave of absence, the employee will not be eligible for employee benefits and will not accrue seniority.
- 28.2 **Return from Leave.** Upon completion of the leave, the employee will be returned to the same position and shift as the employee occupied immediately before the leave commenced, provided the position is still available/vacant. In the event the position is not

available/vacant, the employee may apply for any available position for which the employee is competent/qualified, irrespective of shift. Nothing herein shall be construed to require a rebid, displacement or bumping of co-workers.

**ARTICLE 29. TRAVEL ALLOWANCES**

- 29.1 **Mileage, Tolls, and Parking.** When requested by management, employees who use their personal autos for business travel shall receive reimbursement at the current IRS reimbursement rate per mile for each mile traveled. Employees shall receive reimbursement for tolls and parking charges that are incurred. Employees shall receive the reimbursement when temporarily assigned to a site other than their primary workplace.
- 29.2 **Travel Time.** When requested to travel by management employees shall receive their regular rate of pay for all required travel time, excluding travel to and from their permanent or temporary worksite.

**ARTICLE 30. ACCESS TO THE SITE**

- 30.1 **Access Subject to Sheriff's Regulations and Policies.** Union, Employer, and visitor access to the worksite shall be governed at the discretion of the Sheriff's Office in accordance with the rules, regulations, and policies of the Sheriff's Office.

**ARTICLE 31. HEALTH, DENTAL & VISION BENEFITS**

The parties agree that the intent of the parties is to keep employee health insurance costs the same in aggregate for the life of the Agreement subject to agreed-upon annual premium increases.

- 31.1 **Plan Options.** The Employer will make available to all eligible employees and their dependents (as defined by the Employer's insurance carrier) Kaiser plan 1069L. The employer may offer additional Kaiser or non-Kaiser plans at the Employer's discretion.

For the Kaiser 1069L plan, employees shall pay the following at the time of ratification:

Coverage Level	Plan 1069L				
	Total Premiums (2016 Monthly)	Employee Share (2016 Monthly)	Employer Share (2016 Monthly)	Employee Percentage	Employer Percentage
Subscriber	\$654.86	\$155.43	\$499.43	24%	76%
Subscriber & Spouse	\$1,316.26	\$373.08	\$943.18	28%	72%
Subscriber & Child(ren)	\$1,093.61	\$373.08	\$720.53	34%	66%
Subscriber & Family	\$1,872.89	\$515.21	\$1,357.68	28%	72%

In the event the Employer offers additional plans, the Employer will contribute the same amount to those plans as it contributes to plan 1069L.

In the event medical premiums increase, the parties shall maintain the same percentage split as listed above.

- 31.2 **Employer's Notification to the Union of Changes in the Premiums.** Upon receiving notice of changes in the premium costs, the Employer will notify the Union as soon as reasonably possible.
- 31.3 **Payment of Premiums Through Payroll Deduction.** The employee will pay, via payroll deduction, authorized by the employee in writing, the balance of the premiums that they are obliged to pay. If, for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the Employer, not later than the employee's normal payday, the amount of the premium owed by the employee.
- 31.4 **Dental Insurance.** The Employer will make available to all eligible employees and their dependents (as defined by the Employer's insurance carrier) the same dental insurance plans as are available to non-union employees. The premium sharing for 2016 shall be as listed below.

Coverage Level	Total Premiums (2016 Monthly)	Employee Contribution (2016 Monthly)	Employer Contribution (2016 Monthly)	Employee Percentage	Employer Percentage
Employee	\$44.68	\$22.34	22.34	50%	50%
Employee + Spouse	\$101.85	\$81.48	20.37	80%	20%
Employee + Child(ren)	\$85.81	\$68.64	17.16	80%	20%
Employee + Family	\$144.75	\$115.80	28.95	80%	20%

In the event dental premiums increase, the parties shall maintain the same percentage split as listed above.

- 31.5 **Premiums Owed.** The employee will pay, via payroll deductions, authorized by the employee in writing, the balance of the premiums for his/her single and dependent coverage. If, for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the Employer, not later than the employee's normal payday, the amount of the premium owed by the employee.
- 31.6 **Vision Insurance.** The Employer will make available a vision insurance benefit under the terms and conditions described in the applicable insurance contract and/or plan document.
- 31.7 **Plan Changes.** During the term of this Agreement the level of benefits will, in the event that CFMG changes a carrier or carriers, remain essentially the same in the aggregate.

## **ARTICLE 32. EMPLOYEE ASSISTANCE PROGRAM**

- 32.1 The Employer will make available to all employees an Employee Assistance Program at such time and on the same terms as it is offered to Employer's other employees.

### **ARTICLE 33. RETIREMENT SAVINGS**

- 33.1 **401(k).** Employees shall be eligible to participate in the Company 401(k) Plan in accordance with the Plan Provisions. If the Employer contemplates a change in the Plan Provisions during the life of the Agreement, it shall notify the Union and bargain upon request.

### **ARTICLE 34. EMPLOYEE HEALTH & SAFETY**

- 34.1 **Applicable Laws and Cooperation.** The Employer and the Union recognize the applicability of federal and state laws regarding health and safety in the workplace. The Employer shall continue to make reasonable efforts to protect the safety and health of its employees during the hours of their employment. Both parties pledge themselves by this Agreement to cooperate fully with each other in the furtherance of the safety and health program.
- 34.2 **Clothing/Equipment/Devices.** The Employer shall provide gloves, masks, gowns, and any other clothing, equipment, or devices required by law for the health and safety of its employees.
- 34.3 **Training in Universal Precautions.** Employees will be trained in Universal Precautions and Infection Control and advised of the Employer's policy on "Exposure to Blood and Body Fluids."
- 34.4 **Hepatitis B Vaccine When Appropriate.** The parties agree to work jointly to prevent possible workplace exposure to Hepatitis B. Upon request by an employee who has suffered a possible occupational exposure to Hepatitis B, the Employer will provide screening, and if positive, will provide the employee, where appropriate, with a series of Hepatitis B vaccine, so long as the employee is still employed.
- 34.5 **Employer's Providing of PPD/Chest X-Ray.** At the time of hire, the Employer will provide employees with a PPD test. In the event of a positive result, the newly hired employee must provide a chest x-ray to establish that there is no active presence of the disease. If the x-ray is positive, the employee will be placed on an immediate medical leave of absence until such time as the employee provides appropriate proof of treatment.

The Employer will provide annual PPD tests to all active employees, or upon request, to any employee who may have suffered an occupational exposure. If an x-ray is positive, the affected employee will be placed on an immediate medical leave of absence until such time as the employee provides appropriate proof of treatment. In the event of a negative x-ray, an affected employee will thereafter be annually reviewed by the Employer for symptoms of TB. If the employee exhibits symptoms of TB in such a review, the employee will be placed on an immediate medical leave of absence until such time as the employee provides appropriate proof of treatment.

The parties agree to work jointly to prevent possible workplace exposure. In the event of a known workplace exposure, the Employer will work in conjunction with the local health agency to ensure appropriate medical assessment and care.

- 34.6 **Employee Compliance with Safety and Health Rules/Regulations.** Employees shall comply with the Employer's safety and health rules and regulations and infection control guidelines, and use Employer-supplied safety and health clothing, equipment and devices. If able to do so immediately, employees shall report any on-the-job injuries and inform their supervisor or the Health Services Administrator of any unsafe working conditions or events. If an immediate report of the foregoing is not possible, employees will report such injuries, unsafe working conditions or events as soon as possible. Failure to comply with the Employer's safety and health rules and regulations may subject an employee to discipline and/or discharge, as provided by this Agreement.

### **ARTICLE 35. EDUCATIONAL BENEFITS**

- 35.1 The Employer agrees to offer tuition reimbursement according to its current "Tuition Assistance Program."

- 35.2 **Educational Stipend.** The Employer shall maintain an education stipend fund to reimburse employees for attendance at conferences, seminars or conventions related to skill enhancement for the employees' current job and maintenance of license.

- (a) **Reimbursement for Employees.** Each full time and part-time employee shall be eligible for reimbursement for 100% of registration fees up to \$800 per calendar year upon pre-approval by the Health Services Administrator.
- (b) **Reimbursement for Nurse Practitioners and Physician's Assistants.** Nurse Practitioners and Physician's Assistants will be eligible for reimbursement up to \$1,500 or the amount allotted the Physicians, whichever is greater.
- (c) **Hardship.** In hardship cases, the Health Services Administrator may approve an advance of 100% of the registration fee up to the \$800 cap.

- 35.3 **Continuing Education Leave.**

- (a) **Home Study.** The Employer will pay 100% of the cost of a pre-approved home study course upon proof of completion of the course. Employees shall submit a certificate of completion to Human Resources.
- (b) **Sherriff's Training Programs.** In addition, it shall be the responsibility of all employees to attend the eight (8) hour Sherriff's training programs given per year.
- (c) **"All Staff" Meetings.** Also it is the responsibility of all employees to attend all "All Staff" meetings, which shall include at least twelve (12) hours of continuing education classes for nursing staff. In the event an employee is not on duty when the "All Staff" meeting is conducted, the employee must review the minutes of the meeting, and complete and return the CEU package to Human Resources.
- (d) **Educational Leave Hours Provided.** The Employer will provide Physician's Assistants, and Nurse Practitioners forty (40) hours, per the Employer's practice, for paid education leave per year and the Employer will provide, Registered Nurses, Licensed Vocational Nurses, and Dental Assistants twenty-four (24) hours of paid educational leave per year to attend conferences, seminars or conventions related to skill enhancement for the employee's current job and maintenance of license or

certificate required by law, after reasonable pre-approval by the Health Services Administrator or designee and proof of satisfactory completion of the course. Paid education leave may be used for home study courses with pre-approval from the Employer.

- (e) **Working Without a Valid License.** Any member of the nursing staff discovered to be working without a valid license, in addition to possible other discipline, will be suspended without pay until they receive a license. An indication on the appropriate government website that the employee does not have the required valid license shall be conclusive of the employee's licensure status, unless the employee provides actual proof that she/he does possess the required license. If the employee fails to provide a valid license within seven (7) calendar days of the commencement of the suspension, he or she may be terminated by the Employer.

- 35.4 **CPR Certification.** The Employer on a recurring basis will provide for CPR training for all applicable employees with no cost to those employees. Otherwise, it is the responsibility of the employee to obtain and maintain a current CPR certification as a condition of employment. Verification of CPR certification must be provided to the Employer. Any employees discovered to be working while their CPR Certificate is not valid will be suspended without pay until they receive a valid CPR Certificate. If the employee fails to provide a CPR certificate within seven (7) calendar days of the commencement of the suspension, he or she may be terminated by the Employer.

### **ARTICLE 36. MALPRACTICE INSURANCE**

- 36.1 **Malpractice Insurance.** The Employer shall provide liability (malpractice) insurance.
- 36.2 **Proof of Malpractice Insurance.** The Employer shall provide proof of liability (malpractice) coverage to the Union.

### **ARTICLE 37. LIFE AND AD&D INSURANCE**

- 37.1 The Employer shall provide life insurance and accidental death and dismemberment insurance coverage under the same terms as the other similarly situated employees of the Employer.

### **ARTICLE 38. WHISTLEBLOWER PROTECTION**

- 38.1 **Reporting Wrongdoing.** Any employee who believes he or she has information that may indicate wrongdoing by a manager or supervisor may report such information in writing to the appropriate level of management and the appropriate Union representative before contacting a regulatory agency.
- 38.2 **No Discipline.** No employee shall be disciplined or otherwise intimidated, restrained, coerced or discriminated against for having provided such information.
- 38.3 **Investigation.** The Employer will conduct a thorough investigation of all allegations of wrongdoing by management, supervisors or other employees. If proven after a thorough

investigation that an employee willfully reported false allegations, the reporting employee will be subject to immediate discharge.

### **ARTICLE 39. SEPARABILITY**

- 39.1 **All Agreements Subject to Applicable Laws.** It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States of America or of the State of California or of any municipality or the Employer's contract with the County of Alameda, such provision shall be superseded by the appropriate provision of such law, regulation or contract, so long as the same is enforced and in effect unless upon demand of either of the parties negotiations are requested to replace the provision; but all other provisions of this Agreement shall continue in full force and effect.

### **ARTICLE 40. SCOPE OF AGREEMENT**

- 40.1 **Complete Agreement.** The Employer and the Union acknowledge that this Agreement shall constitute the complete agreement between the parties.
- 40.2 **Headings.** Headings contained in the various Sections of the Articles of this Agreement are for purposes of reference and organization only, and are not intended to alter or affect the substantive terms of this Agreement.
- 40.3 **Obligations Regarding Bargaining.** The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which was the subject of negotiations.

### **ARTICLE 41. IMPROVED PATIENT CARE**

- 41.1 **Quality Care Committee.** If an issue arises either the Union or the Employer may convene a meeting of the Quality Care Committee at a mutually agreeable time and place. It shall consist of two (2) bargaining unit employees selected by the Union and two (2) representatives of Management. This committee shall schedule meetings by mutual consent at Santa Rita Jail of three (3) hours duration, not more often than once per quarter. The Employer will provide paid release time to attend said meetings when such meetings occur during the employees' work time.

In addition, the parties will hold monthly labor/management meetings to discuss issues of mutual concern.

## **ARTICLE 42. LABOR MANAGEMENT COMMITTEE**

The LMC will be comprised of up to three members each from the union and the employer. Should either party wish to bring additional representatives as guests or to address a specific topic, they will notify the other party of the additional representatives as part of the exchange of proposed agendas.

The LMC shall meet quarterly at the request of either party at a mutually agreed time and location. The parties may schedule additional meetings by mutual agreement.

The parties are encouraged to adopt a standing agenda and to exchange specific agenda items in advance of any LMC meeting such that the other party has adequate time to prepare.

Union representatives shall suffer no loss of pay for attending the LMC. Up to two additional representatives per meeting shall not suffer a loss of pay due to their participation in the LMC.

The Union will provide reasonable notice to the Employer of the names of Union representatives so as to minimize operational disruption.

**ARTICLE 43. TERM OF AGREEMENT**

This Agreement shall be effective as of September 16, 2016 and shall remain in full force and effect without change, addition or amendment (except as provided herein) from that date through April 30, 2019, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days' written notice to the other party prior to April 30, 2019, or any anniversary date thereafter.

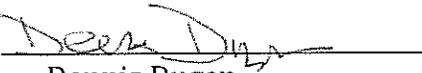
IN WITNESS WHEREOF, the duly authorized undersigned parties have thereto fixed their signatures this 3-14-17.

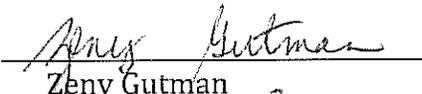
**CALIFORNIA FORENSIC  
MEDICAL GROUP, INC.**

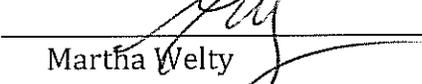
By:   
Raymond Herr, MD  
President

**NATIONAL UNION OF  
HEALTHCARE WORKERS**

By:   
Sal Rosselli  
President

By:   
Dennis Dugan

By:   
Zeny Gutman

By:   
Martha Welty

By:   
Maria Sadri

By:   
Kim Tovar

By:   
Maxine Persky

## **APPENDIX A. PAY FOR BARGAINING COMMITTEE**

The Employer will release up to four (4) members of the Union bargaining team from work and pay them at their regular rates of pay for time actually spent away from scheduled work shifts in the negotiations. It is expected that the bargaining team members will be the same individuals and that the Union will provide the Employer notice as soon as possible of who those employee bargaining team members will be.

When negotiations are scheduled on a day when one (1) or more of the individuals is not scheduled to work, those individuals will not be eligible for pay. This provision is only intended to replace income the negotiators will lose as a result of their being required to miss work to attend negotiations. Where the absence of one (1) or more designated individual employee negotiators from their shifts for any session would make it impractical or unreasonably costly for the Employer to staff a shift, the Employer may decline to release one (1) or more of such individuals. The parties, however, will work together in an attempt to insure that the designated employee negotiators can be released, and will attempt to schedule negotiations far enough in advance to allow for such release and any required rescheduling to accommodate their release.

Time spent in negotiations, whether paid or unpaid, will not count as time worked for purposes of overtime. If negotiations conclude on a given day before the end of an employee's shift, the employee should be available to return to work duties, at the election of the Employer, to provide whatever assistance the Employer and the employee's colleagues might require for the balance of the shift. Time spent actually working after the end of negotiations on a given day would count as time worked for purposes of overtime.

The Employer retains the right to discontinue paid release time at its discretion, upon notice to the Union. If the Employer elects to discontinue granting paid release time for bargaining, the parties will modify the scheduling of bargaining to accommodate such change.

## **Appendix B. Initial Hiring and Probationary Period Letter of Agreement**

### **1. Limitation of Scope.**

This letter of agreement (LOA) only addresses the question of initial hiring as part of California Forensic Medical Group's (CFMG) assumption of responsibility for Santa Rita and Glenn Dyer jails (hereafter "jails"). Hiring and probation beginning after the initial hiring process shall be handled in accordance with the Collective Bargaining Agreement (CBA).

### **2. Group One: Those Extended an Initial Offer of Employment.**

Those employees who have been extended offers of employment from CFMG shall have the following:

(a) Full-time or part-time employees in Group One will have a probationary period of sixty (60) days, and PRN employees will have a probationary period of ninety (90) days;

(b) In the event a full-time or part-time employee (but not a PRN employee) with three or more completed years of experience working in the jails is terminated during the probationary period, CFMG agrees to pay them one week of severance for each completed year of service, up to a maximum of ten (10) weeks, at their regular rate of pay. This provision shall not apply to any employee who loses their security clearance or license during the probationary period.

### **3. Group Two: Those Not Extended an Initial Offer of Employment.**

For those employees who were initially sent rejection letters, the Employer agrees to extend an offer of employment. The offer the Employer extends may be PRN or benefitted at the Employer's discretion.

The employees in this group shall have the following:

(a) A probationary period as defined in the CBA (90-days for full-time and part-time employees, and 120-days for PRN employees); and

(b) No severance in the case they do not pass probation; and

(c) No right to apply for vacancies during their probationary period; however, the Employer may allow them to apply at the Employer's discretion.

### **4. Group Three.**

Those LVNs who were employed by the former employer in calendar year 2016 and applied for a position with the Employer prior to September 1, 2016, but for whom no position was available, shall be treated as laid off for the purpose of filling of vacancies through the end of calendar year 2016. The provision of Article 12.1(a), Definition of Seniority for Continuing Members of the Union, shall apply to this group until December 31, 2016.

### **5. Filling of Vacancies.**

In the event a benefitted position opens up prior to October 1, 2016, the Employer agrees to give hiring preference on the basis of seniority to those Employees who held benefitted positions with the prior employer but were offered PRN employment by the current Employer. On October 1, 2016, and going forward, vacancies shall be filled according to the Collective Bargaining Agreement. This provision shall not apply to members of Group Two, either before October 1<sup>st</sup> or during their probationary period.

This letter will go in to effect immediately upon being signed by both parties.

## **THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE**

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

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