



NATIONAL UNION OF HEALTHCARE WORKERS

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Collective Bargaining Agreement

with

Compass Group USA

at

**Fountain Valley Regional Hospital
Los Alamitos Medical Center
Lakewood Regional Medical Center**

August 21, 2021 – April 30 2024

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AGREEMENT

This AGREEMENT made and entered into by and between **the Compass Group USA**, for three (3) separate bargaining units comprising Food and Nutritional Services (FANS) and Environmental Services (EVS), at each of the following facilities:

1. Fountain Valley Regional Hospital located at 17100 Euclid Street, Fountain Valley, CA 92708,
2. Los Alamitos Medical Center located at 3751 Katella Ave., Los Alamitos, CA 90720, and
3. Lakewood Regional Medical Center 3700 E. South St. Lakewood, CA 90712,

hereinafter referred to as “Employer” or “Company” and the National Union of Healthcare Workers hereinafter referred to as the “Union,” is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act. Each facility shall maintain separate bargaining units.

PREAMBLE

The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high-quality services to the Employer’s clients and customers at competitive costs, by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is in the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of these Agreements fairly in accordance with their intent and meaning and consistent with the Union’s status as exclusive bargaining representative of the employees defined in Article 1 and the Employer’s right to manage the business profitably.

ARTICLE 1 – RESPECT AND DIGNITY

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

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to salaries, hours of employment, and other conditions of employment for all Full-time and regular Part-time employees at the Compass Group in three separate bargaining units: Fountain Valley Regional Hospital and Medical Center, Los Alamitos Medical Center, and Lakewood Regional Medical Center.

2.2 INCLUDED AT FOUNTAIN VALLEY REGIONAL HOSPITAL

All Full-time, Part-time, and Casual employees employed by the Employer in its environmental services and food services operations including Environmental Services Attendant, Floor Technician, Laundry Worker, Lead Worker-Facilities, Supervisor-Facilities, Cashier/Food Service Worker, Catering Service Worker, Cook-Grill, Cook I, Cook II, Driver, Food Prep Helper, Lead Worker-Food, Stock Worker/Receiver, Patient Dining Associate, and Utility Worker.

2.3 EXCLUDED AT FOUNTAIN VALLEY REGIONAL HOSPITAL

All other employees, including confidential employees, professional employees, managerial employees, office clerical employees, registered or licensed dietitians, guards, and supervisors as defined by the Act.

2.4 INCLUDED AT LOS ALAMITOS MEDICAL CENTER

All Full-time, Part-time, and Casual EVS Attendants, Floor Techs, EVS Leads, Cooks, Prep Cooks, Food Service Workers, Patient Dining Employees, Catering Attendants, Cashiers, and Utility Employees.

2.5 EXCLUDED AT LOS ALAMITOS MEDICAL CENTER

All other employees, managers, supervisors, chefs, confidential and professional employees, dietitians, nutritionists, students, already-represented employees clerical and administrative personnel, guards and supervisors as defined in the Act. No other positions are to be included in the bargaining unit.

2.6 INCLUDED AT LAKEWOOD REGIONAL MEDICAL CENTER

All Full-time, Part-time and Casual food service employees, including Sous Chefs, Catering Employees, Cooks, Food Service Workers, Cashier, Utility Workers, EVS Attendant, Floor Tech, and EVS Lead classifications.

2.7 EXCLUDED AT LAKEWOOD REGIONAL MEDICAL CENTER

All other managers, confidential and clerical employees, unit controllers, receptionists, nutritionists or registered or licensed dietitians, dietetic technicians, casual employees, on-call employees, students, supervisors, and guards as defined in the National Labor Relations Act.

2.8 BARGAINING UNIT WORK

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

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

2.9 ESTABLISHMENT OF NEW CLASSIFICATIONS AND CHANGES IN EXISTING CLASSIFICATIONS

The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven (7) calendar days' notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

ARTICLE 3 – UNION MEMBERSHIP

3.1 MEMBERSHIP

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

3.2 GOOD STANDING

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

3.3 JOINT STATEMENT

In the event that the first paragraph of this Article may not be lawfully applied, all employees shall be informed by the Employer of the existence of this Agreement. The parties agree that the following Joint Statement shall be read or provided to employees at new employee orientation and posted in the workplace: "All employees of the Employer

are covered under a collective bargaining agreement between Compass Group USA and the National Union of Healthcare Workers (NUHW).” The Employer is neutral on the subject of employees’ decision to join or not join the Union. No employee shall be discriminated against for either joining or not joining the Union. More information and a copy of the Union Contract can be obtained by calling the Union representative.

3.4 FORMS

To simplify the Employer’s and the Union’s administration of this Article, the Employer shall upon the hiring of new employees provide each employee with an application for union membership and dues checkoff authorization form. The Employer shall remit the completed forms to the Union monthly. All new employees shall be entitled to receive a paid twenty (20) minute orientation provided by the Union shop steward.

ARTICLE 4 – DEDUCTION OF UNION DUES

4.1 REGULAR DEDUCTIONS

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

4.2 DUES REMITTED TO THE UNION

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

4.3 EMPLOYER’S OBLIGATION

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

4.4 INDEMNIFICATION OF EMPLOYER

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

4.5 COMMITTEE ON POLITICAL EDUCATION (COPE)

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

ARTICLE 5 – LABOR-MANAGEMENT COMMITTEE

There shall be a separate Labor-Management Committee for the Food and Nutritional Services and EVS departments consisting of employees from the designated department and representatives of the Employer. Each side shall have no more than four (4) individuals. Committee members shall be designated, in writing, by each party to the other prior to their meeting. Meetings will be held at mutually agreeable times and places so as to apprise each other of problems, concerns, and suggestions related to operations and the workforce, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month unless additional meetings are scheduled by mutual agreement. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meeting constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

ARTICLE 6 – MANAGEMENT RIGHTS

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

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

ARTICLE 7 – IMMIGRATION RIGHTS

7.1 WORKING WITH LEGAL IMMIGRANTS

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

7.2 CHANGES IN SOCIAL SECURITY NUMBER

No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the social security number is valid and the employee is authorized to work in the United States.

7.3 NOTICE TO THE UNION

In the event that an employee has a problem with his/her right to work in the United States after completing his/her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

7.4 “NO MATCH” LETTER

A “no match” letter from the Social Security Administration (SSA) shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with a copy of the letter (provided that the letter contains no social security or other confidential information about other employees, and if so, such information shall be redacted) and inform the employee that he/she should contact SSA. It is expected that the employee will have at least sixty (60) calendar days to correct the problem. If the problem is not corrected within sixty (60) calendar days, the Employer shall send a notice to the Union and the employee notifying them that the problem remains unresolved. If the problem has not been resolved within thirty (30) calendar days of this notice, the Employer will meet with the Union and the employee concerning next steps.

7.5 EMPLOYEE REINSTATEMENT

In the event that an employee is not authorized to work in the United States following his/her probationary period and his/her employment is terminated for this reason, and the employee subsequently corrects the problem within thirty (30) calendar days, the employee shall be rehired into the next available position with seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee corrects the problem within one (1) year, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified company documents.

7.6 EMPLOYEE PRIVACY AND EMPLOYER COMPLIANCE WITH APPLICABLE LAW

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

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

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

ARTICLE 8 – NON-DISCRIMINATION

8.1 NON-DISCRIMINATION

The Employer and the Union agree that neither will discriminate against or harass any of the Employer’s employees because of the employee’s race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree

that neither will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises.

8.2 PRONOUNS AND SUFFIXES REGARDING GENDER

The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

8.3 AMERICANS WITH DISABILITIES ACT

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

8.4 ETHNIC DIVERSITY AND CULTURAL INCLUSION

The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth below.

- a. The parties recognize that many recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
- b. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.
- c. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon

- request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.
- d. If the primary language for more than twenty-five (25) employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and the non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

ARTICLE 9 – DEFINITIONS

9.1 FULL-TIME EMPLOYEE

A “Full-time employee” is one who is regularly works thirty (30) or more hours per week.

9.2 PART-TIME EMPLOYEE

A “Part-time employee” is one who regularly works fewer than thirty (30) hours per week.

9.3 CASUAL EMPLOYEE

A “casual employee” is one who is scheduled to work on an as needed, non-regular basis.

9.4 “WORKING DAY/DAYS” FOR NOTICES, MEETINGS, POSTINGS, AND GRIEVANCES

When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, “working day” means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the operation is closed.

9.5 MEASUREMENT PERIOD FOR EMPLOYEES’ STATUS AS FULL-TIME OR PART-TIME

An employee’s status as Full-time or Part-time shall be determined on the basis of the employee’s average weekly hours during the fifty-two-week measurement period ending on the date in October of that year and in each succeeding year as specified by the Employer’s Corporate Benefits Department. No employee shall fail to be classified as Full-time due to time spent on FMLA, or Military (USERRA). Employees who have been employed for less than one year as of the measurement date shall be classified as Full-time or Part-time in accordance with the procedures used by the Company to classify partial-year employees under the Standard Benefits Plans.

9.6 TEMPORARY AGENCY EMPLOYEES

It shall be the intent of the Employer to utilize a temporary agency as a recruiting tool. It is also the intent of the Employer to transition temporary agency employees to the Employer's payroll as soon as practical provided the employee has demonstrated satisfactory performance. The aforementioned intents are consistent with Article 2.8 Bargaining Unit Work, which continues to be in effect.

The parties agree that the following shall apply to employees hired by the Employer who have been recruited by a temporary agency:

- a. The seniority date of said employees shall be the date of hire with the Employer.
- b. The completion of said employee's probationary period shall be calculated based on the employee's date of placement at the operation by the temporary agency.
- c. Individual temporary employees shall be limited to five hundred twenty (520) hours before becoming permanent employees unless otherwise mutually agreed by the parties.
- d. The Employer may request extensions of the five hundred twenty (520) hour limitation from the Union for legitimate business reasons. The Union will not unreasonably deny such requests.

ARTICLE 10 – PROBATION AND TRAINING

10.1 PROBATIONARY PERIOD OF SIXTY DAYS

Newly hired employees shall be deemed to be probationary during their first sixty (60) calendar days. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to this Agreement. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

10.2 TRAINING

- a. New Hire Training. The Employer shall provide all new hires with on-the-job training for up to one (1) work week in addition to the existing "virtual orientation". In the event that an employee needs additional training, the employer shall provide such training.
- b. Compensation for Training Another Employee. Employees who train other employees shall receive training pay; in the amount of two dollars (\$2) per hour for the hours spent conducting such training, provided management has directed the employee to provide training. If the Employer requires an hourly employee to train another employee, the Employer shall assign the senior qualified employee to perform the training.

- c. Additional Training Requirements. Employees who are awarded positions in an area that requires substantially different cleaning requirements shall be required to undergo training as needed.
- d. Training for a Cook Position. For the Cook position in the FNS Department, employees will be available to get trained if they are interested in such position. The intent of the Employer is to provide the employee the skills needed to be qualified if a job posting is available in the future. The employee must demonstrate competency before being awarded a higher paid position.

ARTICLE 11 – SENIORITY

11.1 CONTINUOUS SERVICE WITH EMPLOYER

“Employer Seniority” shall be defined as the employee’s length of continuous service with the Employer or its predecessors in the operation covered by this Agreement.

11.2 APPLICATION OF EMPLOYER SENIORITY

Employer seniority will be used for determining vacation eligibility, layoff, recall, vacation scheduling, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 12), Lay Off and Recall (Article 13), Hours of Work and Overtime (Article 15), and Vacations (Article 19).

11.3 BREAKING A TIE IN SENIORITY

In the event that two or more employees are hired on the same day, their seniority shall be decided by a mutually agreed lottery of those employees.

11.4 SENIORITY LIST

The Employer shall furnish to the Union, upon its request, a copy of an up-to-date seniority list at the start of every contract year which shall include the name and address of each employee along with their most recent job title, noting any who have quit and any who are on leave of absence. In addition, the Employer will post and send the Union an updated seniority list on a quarterly basis.

11.5 BREAK IN CONTINUOUS EMPLOYMENT

Continuous employment shall be broken for any of the following reasons. If continuous service is broken, the employees shall be considered a new employee for all purposes, if and when rehired:

- a. Resignation or other voluntary termination of employment.
- b. Discharge for just cause.

- c. Absence of three consecutive days without notice to the Employer.
- d. Failure to return to work within 10 working days after the Employer give the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by reliable, documented, means to the last address furnished by the employee to management.
- e. Layoff without recall after a period of one year from the date of layoff.
- f. Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g. Any absence beyond an authorized leave of absence.

ARTICLE 12 – JOB POSTING

12.1 POSTING OF VACANCIES OR NEW POSITIONS

Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read, for no fewer than five (5) consecutive working days. Employees shall apply for the posted vacancies by writing their name on the job posting. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

12.2 INFORMATION REGARDING POSTED POSITION

The posting shall contain the minimum qualifications, skill requirements, work area, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief steward on site or emailed to the Union representative. Copies of completed postings shall be given to the Chief steward or emailed to the Union representative within ten (10) working days of the bid award.

12.3 AWARDING OF POSITIONS

All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this Article, “seniority” shall mean Employer Seniority accrued at this unit.

12.4 TIMELINE FOR TRANSFER/PROMOTION

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of four (4) weeks. If necessary, the Employer may request additional time which the Union shall not unreasonably deny. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings. Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to ten (10) working days.

12.5 IN CASE OF NO QUALIFIED BIDDERS

If there are no qualified bidders in accordance with the preceding paragraphs of this Article, the Employer shall open the bidding to employees who have been awarded a position within the last six (6) months, provided they are qualified as stated in the third paragraph of this Article. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

12.6 TRIAL PERIOD

Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first thirty (30) calendar days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee his/her former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to his/her former position shall not be subject to any progressive discipline procedure.

12.7 PAY UPON TRANSFER TO A LOWER PAID CLASSIFICATION

There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for his/her convenience (e.g., in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately.

ARTICLE 13 – LAYOFF AND RECALL

13.1 LAYOFF BY CLASSIFICATION SENIORITY

In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

13.2 NOTICE OF LAYOFF

Employees shall be given 14 calendar days' notice, in cases of layoff, except for circumstances that are unforeseeable by management.

13.3 RECALL

Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

13.4 OPTIONS OF AFFECTED EMPLOYEES

The affected employee(s) may exercise one of the following options:

- a. Bumping. The employee may bump a less senior employee in the same or lower classification, or the employee may bump a less senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification. The employee so displaced may bump the least senior employee in the same or lower classification, or that employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.
- b. Filling a Vacancy. The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.
- c. Rights to Recall to Former or Other Classification. Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or a lower paying job classification.
- d. Available Work in the Employee's Classification. When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.
- e. Recall Notification. For the purposes of recall-notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five (5) working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three working days after indicating their willingness to be reinstated, unless there are mitigating circumstances and a mutual agreement has been reached by the Employer and employee and/or the Union.

13.5 CALL OFFS AND DAILY CANCELLATIONS

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

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

- a. Temporary
- b. Employees receiving overtime or premium pay
- c. Volunteers
- d. Employees scheduled to work shifts in excess of their regular schedule
- e. Part-time
- f. Full-time employees working their regular schedule

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

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

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

ARTICLE 14 – WAGES

14.1 WAGE SCHEDULES

Employees shall receive wages as indicated in Appendix A.

14.2 WORK IN A HIGHER OR LOWER PAID CLASSIFICATION

Any employee who works in a higher paid classification for a minimum of two (2) hours shall receive a differential of one dollar (\$1.00) for hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain their rate. Such work will be assigned as determined by management.

14.3 PAY FOR REQUIRED TRAINING AND TRAVEL REIMBURSEMENT

All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

14.4 PAY DAY

If the Employer's payroll system permits, employees shall be paid on a weekly basis on Fridays before the end of their regular shift.

14.5 METHOD OF PAYROLL PAYMENT

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

14.6 NOTICE OF CHANGES IN PAYROLL SYSTEM

Employees shall be paid in accordance with the Employer's payroll system. The Employer will notify the Union at least thirty (30) days before any change is made.

14.7 DIFFERENTIALS

- a. Shift 2 Differential. For EVS workers, there will be a one dollar (\$1.00) per hour shift differential for all hours worked on shift 2.
- b. Shift 3 Differential. For EVS workers, there will be a one dollar fifty cents (\$1.50) per hour shift differential for all hours worked on shift 3.
- c. Temporary Lead Differential. Assignment in a lead position on a temporary basis will result in a one dollar (\$1.00) increase to the employee's rate of pay for each full hour the employee functions in that assignment. This does not apply to any individual who is working as a lead on a permanent basis.
- d. Operating Room Differential. Employees assigned to clean operating room(s) shall be paid a differential of one dollar (\$1.00) per hour for the shift assigned.
- e. Cath Lab Differential. Employees assigned to clean the Cath Lab shall be paid a differential of one dollar (\$1.00) per hour for the shift assigned.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.1 WORKWEEK

- a. Food and Nutritional Services. The "workweek" for Food and Nutritional Services employees shall consist of a seven (7) day payroll period beginning at 12:00a.m. Friday and ending at Thursday 11:59 pm.
- b. Environmental Services. For EVS employees, the workweek shall consist of a seven (7) day payroll period beginning at 12:00 am Sunday and ending at Saturday 11:59 pm.
- c. Notice of Changes in Pay Cycle. The Employer will provide the Union with thirty (30) days' notice in the event of changes to the pay cycle.

15.2 PREMIUM PAY

- a. Daily Overtime. Work in excess of eight (8) hours per day or shift, (but less than twelve [12] hours per day or shift) shall be paid at one and one-half (1½) times the employee's straight time hourly rate. Work in excess of twelve (12) hours per day or shift shall be paid at two (2) times the employee's straight time hourly rate. A day is defined as that twenty-four (24) hour period commencing at midnight.

- b. Weekly Overtime. All hours worked in excess of forty (40) hours per work week shall be compensated at the rate of time and one-half (1½) the employee's straight time hourly rate. Holiday, vacation, sick and other paid time off hours do not count toward the calculation of overtime.
- c. No Pyramiding. There shall be no pyramiding or duplication of premium pay.
- d. Holiday Pay. An employee who works on a contractual holiday will be paid time one and one-half (1½) the employee's straight time hourly rate for all hours worked on the holiday plus payment for the holiday.
- e. Schedule Change Pay. The Employer will provide Full-time and Part-time employees with a minimum of two (2) hours advance notice of a modification to the regular work schedule including requests to return to work at a time other than their regular scheduled work hours. In the event of the Employer's failure to provide two (2) hours advance notice, the employee will receive one and one-half (1½) times their base rate for all hours worked and a minimum of two (2) hours pay.
- f. Work on a full-time employee's sixth (6th) consecutive day of work will be paid at the rate of time and one-half (1½). Work on a full-time employee's seventh (7th) consecutive day of work in a work week and each day thereafter shall be paid at the rate of double time (2x) the employee's regular hourly rate of pay.

15.3 UNSCHEDULED OVERTIME

- a. Offered by Seniority. Unscheduled overtime will be offered in order of seniority to employees currently on the clock at the time of the overtime arises in the classification in which overtime is available.
- b. Mandatory Overtime. If insufficient employees accept offered overtime, the Employer will require employees in the classification on the clock at the time the overtime arises to work the overtime, in inverse order of seniority provided they have been notified at least four (4) hours in advance.
- c. Discipline. Employees who fail to work required overtime as provided in Subsection (b) may be subject to progressive disciplinary action up to and including discharge.
- d. After 15.3 (a) and (b) are completed, the Employer is free to fill the position from any available source.
- e. Soliciting Volunteers. Prior to requiring employees to work, the Employer will solicit volunteers from other classifications by seniority that has the current qualification(s) and skill(s) to perform the work.

15.4 SCHEDULING

- a. Posting of Schedule and Changes. The weekly work schedule specifying start and ending times and days off will be posted no less than thirteen (13) days in advance of

the schedule start date. After the schedule has been posted, an employee's schedule will not be changed unless by mutual consent or in the case of an emergency. Schedule changes made due to an emergency, including maintaining adequate staffing levels required to ensure patient safety, will be made in reverse bargaining unit seniority. In the event that sufficient staff does not consent to the schedule change during a non-emergency situation, the Employer reserves the right to utilize outside temporary agency help.

- b. Offer of Additional Shifts. The Employer may offer additional shifts after the schedule has been posted on a voluntary basis. The additional shifts will be offered to qualified employees in order of seniority. Nothing in this provision shall obligate the Employer to schedule an employee in a manner that will result in premium pay. In the event that sufficient staff does not consent to the schedule change, the Employer reserves the right to utilize outside temporary agency help.
- c. Efforts to Grant Every Other Weekend Off to Full-time Employees. The Employer will make every reasonable effort to grant each Full-time employee every other weekend off. For the purpose of this provision, a weekend is defined as two (2) days, Saturday and Sunday for the day and evening shifts, and Friday and Saturday for the night shift. This provision does not apply to employees who hold positions which normally include every weekend scheduling or to employees who elect to work weekend shifts.
- d. Consecutive Days Off. The Employer shall make every effort to schedule the employee off on two (2) consecutive days each week, provided that the days off may be split or rotated as needed because of weekend scheduling.
- e. Not a Guarantee of Hours. The weekly work schedule shall not be construed as a guarantee of the hours of work per day or any other period of time, or as a guarantee of starting or ending times. Subject to the other provisions of this Agreement, employees will only be paid for hours actually worked.

15.5 REST AND MEAL PERIODS

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

- c. The Employer shall provide a free, wholesome meal for FANS Department employees. EVS employees will have access to a meal the cost of which will not exceed eight dollars (\$8.00) per employee per day.

15.6 REPORTING PAY

Any employee who appears for work at the request of the Employer and is not provided with work, or any employee who works less than a full day and is displaced through no fault of the employee, shall be paid for not less than four (4) hours' work, provided that an employee regularly working fewer hours shall be paid no less than one-half (1/2) their scheduled hours for that day.

15.7 CALL-IN EMERGENCY AT FOUNTAIN VALLEY AND LAKEWOOD

When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call-in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call-in emergency.

Payment for time worked on a call-in emergency shall not be less than one-half (1/2) the employee's regularly scheduled hours at the employee's regular rate of pay. Employees shall perform any tasks as assigned.

15.8 TRAVEL ALLOWANCE AT FOUNTAIN VALLEY AND LAKEWOOD

Any employees who are required to utilize their own vehicle, or are required to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or to be reimbursed the appropriate fee for use of public transportation, if necessary.

15.9 PHYSICAL EXAMINATIONS

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

ARTICLE 16 – UNIFORMS

16.1 UNIFORM TOPS

The Employer shall supply all regularly scheduled employees with the required uniform tops, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer.

16.2 LAUNDERING/MAINTENANCE OF UNIFORMS

If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

16.3 UNIFORMS REQUIRED

Employees must wear the uniform as directed by the Employer. A uniform shall consist of Employer approved one (1) top, one (1) pair of pants and a pair of slip resistant shoes.

- a. Shirts. The Employer will provide employees at each of the facilities with shirts March 1st of each calendar year of the contract as follows:

Fountain Valley		Lakewood		Los Alamitos	
Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-time
6 Shirts	5 Shirts	6 Shirts	5 Shirts	5 Shirts	3 Shirts

- b. Pants. The Employer shall reimburse employees at each of the facilities up to the following amounts per calendar year (January-December) for pants. The Employer will only provide reimbursement for pants that comply with the brand, style, and color pre-approved by the Employer. Employees may submit receipts for reimbursement for individual pants, for up to thirty-two dollars (\$32) with the following yearly maximums. Upon submission of reimbursement receipts the employer will provide reimbursement within thirty (30) calendar days:

Fountain Valley		Lakewood		Los Alamitos	
Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-time
\$150	\$90	\$160	\$110	\$160	\$110

- c. Shoes. Each employee may select black, slip resistant shoes from an Employer approved vendor, however the employee may have the option to purchase from a vendor of his/her choice and will provide receipt, up to the following amounts per calendar year. Upon submission of reimbursement the employer will provide reimbursement within 30 calendar days.

Fountain Valley		Lakewood		Los Alamitos	
Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-time
\$100	\$100	\$120	\$120	\$100	\$100

16.4 BUTTONS

Except for a one-inch button as provided by this Agreement, no non-uniform apparel shall be worn.

Employees shall be permitted to wear a one-inch Union button while performing their duties, provided the button is not derogatory to the Employer or the Employer's client.

ARTICLE 17 – INSURANCE

Employer shall offer Bronze, Gold and Silver plans to employees, subject to the terms of those plans. One of the plan options will include a Kaiser plan.

Employer shall offer dental, vision, Life Insurance, Disability, and AD&D plans to employees, subject to the terms of those plans.

ARTICLE 18 – 401K

The Employer will provide a 401(k) and, according to current practice, the Employer reserves the right to change the terms and conditions of this Plan. In the event the Employer decides to eliminate or modify the Plan, the Employer and the Union shall meet to negotiate the effects.

ARTICLE 19 – VACATIONS

19.1 VACATION ELIGIBILITY

All full-time employees shall be eligible for vacation. A full-time employee is defined as working at least thirty (30) hours per week for seven (7) weeks out of the quarter.

Vacation shall be determined based on length of service as follows:

- a. Employees with one (1) - five (5) years of service shall be entitled to ten (10) days of vacation with pay.
- b. Employees with six (6) - fifteen (15) years of service shall be entitled to fifteen (15) days of vacation with pay.
- c. Employees with sixteen (16) or more years of service shall be entitled to twenty (20) days of vacation with pay.

19.2 VACATION ON ANNIVERSARY DATE

Employees shall receive their full allotment of vacation days on their anniversary date of each year.

19.3 CARRY OVER OF VACATION

Vacations earned may be carried over from year to year to a maximum of thirty (30) days.

19.4 RATE OF VACATION PAY

Payment for vacation shall be paid at a rate of the individual employee's regular rate of

pay multiplied by their regularly scheduled hours.

19.5 VACATION UPON TERMINATION

Employees whose employment terminates shall be paid all current year vacation on a pro-rated basis.

19.6 VACATION USE WHEN CANCELLED PRIOR TO THE END OF A SHIFT

Upon an employee's request, the Employer will permit earned vacation to be used to make up for hours lost when an employee is sent home before the end of his/her scheduled shift. Under these circumstances, an employee will be paid a minimum of one-quarter (1/4) of a vacation day, even if the hours lost are less than one-quarter (1/4) of a day.

19.7 REPORT OF ACCRUED HOURS

If employees' available vacation is not reported on the standard pay stub, the Employer shall provide upon request by the Employee the hours available. The Employer shall provide this information no later than five (5) days after the Employee's request has been made. In addition, the Employer shall provide all employees on a quarterly basis a report indicating accrued vacation hours.

ARTICLE 20 – HOLIDAYS

20.1 ELIGIBILITY AND PAID HOLIDAYS

All non-probationary employees shall be entitled to the following paid holidays each year:

New Year's Day
Martin Luther King, Jr. Day or Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
One additional Holiday to be scheduled at the employee's discretion

20.2 HOLIDAY PAY BASED ON REGULARLY SCHEDULED HOURS

- a. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive an additional day's pay.
- b. Full-time and Part-time employees who work on a holiday shall be paid holiday pay plus time and one-half their hourly rate for hours worked for a total of two and one half times (2½) pay.

20.3 HOLIDAYS DURING A VACATION

Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

20.4 ADDITIONAL ELIGIBILITY REQUIREMENTS FOR HOLIDAY PAY

Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

ARTICLE 21 – BEREAVEMENT LEAVE

21.1 ELIGIBILITY

This benefit is available to employees who have completed probation prior to the death of a covered family member.

21.2 DAYS FOR BEREAVEMENT

In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. If the funeral or other memorial services takes place more than 500 miles from the worksite associates are entitled up to five (5) consecutive working days of paid bereavement. Employees shall be paid at their regular rate of pay times their regular hours worked.

21.3 IMMEDIATE FAMILY

For the purposes of this Article, the term “immediate family” shall be defined as husband, wife, domestic partner, children or stepchildren, children of the employee’s domestic partner, parents or legal guardian, step parents, brother, sister, step-brothers, step-sisters, grandparents, grandchild, mother-in-law, father-in-law, parents of the employee’s domestic partner, aunt and uncle.

21.4 EXTENDED FAMILY

Extended family members. In the event of the death of member of an employee’s extended family, all Full-time and Part-time employees are entitled to paid bereavement of one (1) working day. If the funeral or other memorial services takes place more than 500 miles from the worksite, employees are entitled to up to three (3) consecutive working days of paid bereavement. Extended family is defined as an employee’s brother-

in-law, sister-in-law, daughter-in-law, son-in-law, sister-in-law, daughter in-law, son-in-law, niece, nephew, cousin and siblings of the employee's domestic partner.

21.5 ADDITIONAL TIME OFF

Additional time off may be granted to an employee, without pay, to attend the funeral of those mentioned above. If an employee wants to get paid for this additional time off, the employee can use his/her vacation.

Time off may be granted to an employee, without pay, to attend a funeral of a family member not mentioned in the third paragraph of this Article. Such requests will not be unreasonable denied.

21.6 DOCUMENTATION

The Employer reserves the right to request documentation establishing an employee's attendance at a funeral or other memorial service and/or documentation of the employee's relationship to the deceased.

ARTICLE 22 – SICK LEAVE

22.1 HOURS OF SICK LEAVE

The Employer will provide each employee with forty-eight (48) hours of paid sick leave annually, accrued on a monthly basis. New hires will start receiving paid sick leave on their sixtieth (60th) day of employment.

22.2 CARRY OVER OF SICK LEAVE

Unused sick leave may be carried over to the following year, up to a maximum balance of forty-eight (48) hours per year, up to a maximum of three hundred and twenty (320) hours.

22.3 REASONS FOR THE USE OF SICK LEAVE

The qualifying reasons for taking paid sick leave are to allow eligible employees to take paid sick leave for diagnosis, care, or treatment of an existing health condition or preventative care for themselves, and the following family members: a child (regardless of age or dependency status, including a biological, adoptive or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a parent (including a biological, adoptive or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling, and for the following purposes for an employee who is a victim of domestic violence, sexual assault or stalking: to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an

experience of domestic violence, sexual assault, or stalking; to participate in safety planning and take other actions to increase safety from further domestic violence, sexual assault, or stalking; and to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, permanent restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

22.4 SICK LEAVE PAY

Sick days shall be paid at the employee's regularly scheduled daily hours times their regular hourly rate at the time of the absence.

22.5 NOTICE OF SICK LEAVE

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is not foreseeable, the employee must provide notice of the need for leave as soon as practicable.

22.6 DOCTOR'S NOTE

The Employer may request a doctor's note or other documentation from the employee upon the employee's return to work after three (3) consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before or after a holiday, or on a holiday that the employee was scheduled to work.

22.7 REPORT OF AVAILABLE SICK HOURS

On or shortly after an employee's anniversary date, the Employer shall provide to the employee a report showing the employee's available sick days for the next year. If employees' available sick leave is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available sick time.

22.8 INCREMENTAL USE OF SICK LEAVE

Employee's will be required to utilize sick leave in two (2) hour increments.

ARTICLE 23 – JURY DUTY AND WITNESS TESTIMONY

23.1 ELIGIBILITY

This benefit is available to employees who have completed probation prior to receipt of notice for jury duty.

23.2 MAXIMUM TIME PAID AND PROOF

All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be

submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

23.3 CONTINUATION OF BENEFITS WHILE ON JURY DUTY

In the event that an employee's juror service exceeds twenty (20) workdays in any calendar year, the Employer will provide the employee with unpaid time away from work. During this time, an employee's existing benefits will continue subject to the employee's premium contributions. Upon the completion of the required jury service, the employee will be reinstated to his/her same or similar position.

23.4 WITNESS TESTIMONY

Any employee called to provide witness testimony will be granted unpaid time away from work to provide testimony or as otherwise required by federal, state or local laws. Employees may elect to use any accrued paid time off during their time away from work to provide witness testimony for non-work-related matters. The Employer may request documentation verifying that witness testimony was compelled by subpoena.

23.5 NO RETALIATION

No employee will be retaliated against for fulfilling his/her obligations of jury duty or witness testimony.

ARTICLE 24 – LEAVES OF ABSENCE

24.1 APPLICATION FOR A LEAVE OF ABSENCE

Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to ninety (90) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer but shall not be unreasonably denied and must include a return to work date.

24.2 UNION LEAVE

In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of fourteen (14) calendar days' notice of such request. Such leave shall not exceed ninety (90) calendar days in a year. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave.

provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority. If an employee wishes to return from leave early, he/she must give the Employer at least fourteen (14) days' notice prior to reinstatement.

24.3 MILITARY LEAVE

An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

24.4 COMPLIANCE WITH THE LAW

The Employer will comply with its obligations under federal and state law regarding leaves of absence, including but not limited to leaves of absence under the Pregnancy Leave Act, California Family Rights Act, California Paid Family Leave Act, the federal Family and Medical Leave Act of 1993, California Workers' Compensation laws, and the federal Uniform Services Employment and Reemployment Act (29 U.S.C. §§ 84301).

24.5 RETURN FROM LEAVE

An employee returning from FMLA/Union leave, or a personal leave of ninety (90) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use his/her seniority as provided for in Article 13 Layoff and Recall. Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than ninety (90) days. Employees returning from personal leaves of more than ninety (90) days shall be entitled to fill an existing vacancy that is consistent with his/her seniority and qualifications.

24.6 BENEFITS WHILE ON LEAVE

Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and the second paragraph of this Article.

24.7 TEMPORARY TRANSITIONAL DUTY PROGRAM (SOMETIMES CALLED LIGHT/MODIFIED DUTY)

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

- b. Assignment of Temporary Transitional Duty and Notice to Union. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.
- c. Potential Consequences of Rejection of Temporary Transitional Duty. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.
- d. Offer of Temporary Transitional Duty not a Requirement. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.
- e. Americans with Disabilities Act. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

ARTICLE 25 – VISITATION

25.1 VISITATION PURPOSES

This Article provides a Union visitation process that will ensure the proper balance between operations and the accredited representatives' visitation to the Employer's public and private business areas for purposes of conferring with the Employer and the Union steward and monitoring the administration of this Agreement. Management can withhold access to the premises for legitimate reasons. However, access will not be unreasonably withheld.

25.2 NOTICE

An authorized representative of the Union will make reasonable attempts to notify the General Manager or authorized designee in advance of arriving at the Employer's or client's premises of his/her desire to visit. Upon arrival at the Employer's or client's premises, the Union's accredited representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or the service to the

customers of the Employer and will follow the client's security regulations.

25.3 MEETING SPACE AVAILABILITY

Management will respect the right of Union member(s) to meet privately with their Union Representative(s) and will provide a meeting room or similar meeting space if requested, based on client room availability.

ARTICLE 26 – UNION STEWARDS

26.1 NUMBER OF STEWARDS

There shall be six (6) Union stewards and six (6) alternates, three (3) EVS employees and three (3) Food and Nutritional Services employees and their alternates.

If the overall number of bargaining unit employees – either in the total department, on a specific shift, or in a specific work area changes significantly, the parties will meet to discuss the number of stewards.

26.2 DESIGNATION OF CHIEF STEWARD

The Union shall designate one of the stewards as a “Chief” steward.

26.3 LIST OF UNION STEWARDS AND PARTICIPATION IN GRIEVANCES

The Union shall advise the Employer in writing of the names of Union stewards. One (1) Union Steward shall participate in each grievance. Union stewards, unless the steward is the grievant, shall be recognized by the Employer as the representative of employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

26.4 REQUEST FOR RELEASE TO INVESTIGATE A GRIEVANCE

A Steward may request to be released from his or her regular duties to investigate grievances on Employer time. Request to conduct such investigations shall not be unreasonably withheld. The steward shall contact his or her supervisor in advance to determine a time when such investigation will not interfere with the steward's work and the work of the person with whom the steward wants to meet.

26.5 LIMIT ON STEWARD AUTHORITY

No steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the steward shall not interfere with the manager in his/her running of the department.

26.6 The chief steward will be considered the most senior employee for the purposes of layoff and recall only.

26.7 STEWARD TRAINING

Upon the Union's request, Union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the Union. Such leaves will be unpaid and not adversely affect the employee's seniority or benefits. The Union shall provide at least ten (10) day notice of any such training.

26.8 RELEASE TIME FOR STEWARD DUTIES

Union stewards shall be released from duties with no loss of pay for no more than two (2) hours each month in order to speak with or meet with a Union representative for purposes of training and contract administration. Scheduling of such time must be approved by management in advance and shall not be unreasonably denied.

ARTICLE 27 – BULLETIN BOARDS

Each Facility shall provide one (1) glass-enclosed locked bulletin board in a mutually agreed location for the purpose of posting Union related materials. No materials which are derogatory of the Employer or the Employer's client shall be posted.

ARTICLE 28 – DISCIPLINE & DISCHARGE/JUST CAUSE

28.1 JUST CAUSE

The Employer agrees that discipline shall be for just cause only. Any discipline or discharge may be subject to the grievance procedure in Article 30.

28.2 TIMING OF DISCIPLINARY ACTION

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) business days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's representative or designee within seven (7) calendar days of such disciplinary action.

28.3 METHOD OF ADMINISTERING PROGRESSIVE DISCIPLINE

The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a. First written warning.
- b. Second written warning.

- c. A final warning and unpaid disciplinary suspension no more than three (3) scheduled workdays.
- d. Suspension pending investigation and decision to discharge.

28.4 EMPLOYEE CONDUCT FOR WHICH PROGRESSIVE DISCIPLINE WILL NOT BE APPLIED

The progressive disciplinary steps described in the third paragraph of this Article will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence, while at work, of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

28.5 DISCIPLINE OLDER THAN TWELVE (12) MONTHS

In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

28.6 WEINGARTEN MEETING

An employee shall be permitted to have a Shop steward or Union representative at any meeting with the Employer, or its agents, when such meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

28.7 ABSENCE AND TARDINESS ISSUES

Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues. Absences and tardiness issues shall be considered on a separate track (Appendix G).

28.8 PERSONNEL FILE

There shall be only one (1) official department personnel file. Information in an employee's official department personnel file shall be confidential and available for inspection to appropriate members of the management team. An employee's official

department personnel file shall be maintained at a location identified by each department or designee. Nothing shall be placed in the employee's official department personnel file without the knowledge of the employee. An employee shall have the right to insert in his/her official department personnel file reasonable supplementary material and a written response to any item in the file. Responses shall remain attached to the material that it supplements for as long as the material remains in the file. An employee may request to review his/her official department personnel file and request copies of any signed document contained in the file.

ARTICLE 29 – ALCOHOL AND DRUG ABUSE POLICY

29.1 PERFORMANCE OF WORK NOT UNDER THE INFLUENCE OF DRUGS OR ALCOHOL

The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

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

ARTICLE 30 – GRIEVANCE PROCEDURE AND ARBITRATION

30.1 DEFINITION OF A GRIEVANCE

A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

30.2 PROCESSING OF GRIEVANCES

All grievances shall be processed in the following manner:

- a. **Step 1. Informal and Prompt Addressing of Issues/Time Limits for Filing a Grievance.** The parties share a common goal of attempting to resolve most matters informally without resorting to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the Unit Director within twenty-five (25) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance.

A meeting shall be held to resolve the grievance during the fourteen (14) calendar day period following the receipt of the written grievance. The Unit Director or his/her

designee, shall provide a documented response within fourteen (14) calendar days after receipt of the grievance.

- b. **Step 2. Content of Grievances and Meetings.** If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the Regional Director of Operations (or the equivalent position depending upon the titles used at the unit) or designee by the Union's Representative or designee within fourteen (14) calendar days after receipt of the response at Step 1. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought. Either the Regional Director of Operations or designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within fourteen (14) calendar days of being requested and will never exceed two (2) paid employees. Within fourteen (14) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.
- c. **Step 3. Meeting with Labor Relations.** If the grievance is not settled to the satisfaction of the Union at Step 2, the Union Representative or designee, within fifteen (15) calendar days after receiving the Regional Director of Operation's or designee's reply, shall submit the grievance to the Labor Relations Director or their designee in writing setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in this matter. Either the Labor Relations Director or their designee or the Union shall request a meeting for the purpose of resolving the grievance prior to the Employer's decision. The meeting shall be held within ten (10) calendar days of being requested. Within fourteen (14) calendar days of the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide for a decision in the matter and the reasons for the decision.
- d. **Step 4. Grievance Mediation or Arbitration**
 - i. **Grievance Mediation.** If the grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may defer the matter to non-binding mediation. Such referrals shall occur within five (5) calendar days after the union receives the written response from the Human Resources Director. The Grievance Mediation procedure is set forth at Appendix B.
 - ii. **Arbitration.** If the grievance cannot be satisfactorily adjusted at Step 3, the matter may be deferred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify disciplinary cases but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

30.3 TIME LIMITS

The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

30.4 SUSPENSIONS/DISCHARGES MAY BE SUBMITTED AT STEP 3

Grievances concerning disciplinary suspensions or discharges may be submitted at the third step of the grievance procedure. If the grievance is not settled at Step 3, it may be directly submitted to arbitration except as limited in the above paragraph.

30.5 PAY FOR EMPLOYEES WHILE ATTENDING GRIEVANCE MEETINGS

The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

30.6 MOVING THROUGH THE STEPS OF THE GRIEVANCE PROCEDURE

Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be moved to the next step.

30.7 STEWARDS ACCESS TO EMPLOYER'S TELEPHONES AND FAX MACHINES

To facilitate the efficient and timely administration of this Article, Union Representatives may participate in grievance investigations and meetings via telephone, and union stewards will have access to telephones and facsimile machines for the sole purpose of communicating with union representatives regarding a pending grievance. Such access shall be limited to reasonable times so as to properly balance the Employer's concern for maintaining efficient operations and the union's ability to address necessary aspects of a pending grievance.

ARTICLE 31 – STANDARDS PRESERVED

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

ARTICLE 32 – SAFETY

32.1 A SAFE WORKING ENVIRONMENT

The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

32.2 SAFETY AND HEALTH COMMITTEE

joint Safety and Health Committee (“Committee”) will be established. The Committee will be composed of a minimum of four (4) members of the bargaining unit selected by the Union and a minimum of four (4) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet monthly during the year. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

32.3 PROTECTIVE EQUIPMENT

The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee, or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of the replacement to the extent permitted by law.

Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee’s control.

ARTICLE 33 – SUCCESSORS

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer’s facilities are sold or assigned, as soon as the client notifies the Employer, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

ARTICLE 34 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently found by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force

and effect for the duration of this Agreement, and the parties agree immediately to negotiate over the invalidated portion thereof.

ARTICLE 35 – NO STRIKE/NO LOCKOUT

35.1 NO STRIKES OR OTHER INTERFERENCE

The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities, operations, or client relationships of the Employer during the life of this Agreement.

35.2 LOCKOUTS

The Employer agrees not to conduct a lockout during the life of this Agreement.

35.3 UNION’S BEST EFFORTS

The Union agrees that, in the event of any violation of Section 34.1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

35.4 REMEDIES

The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 34.1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

ARTICLE 36 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of August 21, 2021 and shall be in effect up to and including April 30, 2024. This Agreement shall be automatically renewed and extended from year to year without addition, change, or amendment, unless either party serves notice in writing to the other party not less than ninety (90) days before the end of the term of its desire to terminate, change, amend, amend, or add to this Agreement.

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed by their duly authorized representatives as of this 28th day of June, 2022.

For the Compass Group USA
Fountain Valley Regional Hospital
Lakewood Regional Medical Center
Los Alamitos Medical Center

Joseph Sargimatt

For National Union of Healthcare Workers

Sal Rosselli 6/28/22
Sal Rosselli, President NUHW

Antonio Orea
Luis Vega
Ralph R. Cornejo

National Union of Healthcare Workers Bargaining Committee:

Los Alamitos

Rosa Almazán
Mercedes Cornejo
Edith Gutiérrez
Lucía Ventura
Daniel Aguayo
Elizabeth Mora
Andrea Piccirilli
Fredrick Bantegui

Fountain Valley

Lanelle Anderson
Dinora Benavides
María Canales
Amy Cornelius
Miguel Gómez
Salvadora Serrano Iraheta
Isidro Sánchez
Eunice Zamorano

Lakewood

Mayra González
María Ruiz
Brenda Salvatierra
Cynthia Aguiniga
Patricia Passmore
María Loya

APPENDIX A – WAGES

1. Effective the first pay period following August 21, 2021, all employees will receive the minimum wages set forth below or a five percent (5%) wage increase, whichever is greater.

In addition, all employees will receive a \$400 ratification bonus.

Classification	Wage Rate*
EVS Attendant	\$18.20
Catering Service Worker	\$18.20
Cashier/Food Service Worker (FSW)	\$18.20
Food Prep Helper	\$18.20
Driver	\$18.20
Patient Ambassador	\$18.20
Stock Worker/Receiver	\$18.20
Utility Worker	\$18.20
Lead Worker/ Food	\$19.20
Lead Worker/Facilities	\$19.20
Floor Tech	\$19.20
Cook Grill Cook	\$19.20

2. Effective May 1, 2022 the scale will be increased by three percent (3%) and all employees will receive a three percent (3%) increase.

In addition, all employees will receive a \$200 bonus.

Classification	Wage Rate*
EVS Attendant	\$18.75
Catering Service Worker	\$18.75
Cashier/Food Service Worker (FSW)	\$18.75
Food Prep Helper	\$18.75
Driver	\$18.75
Patient Ambassador	\$18.75
Stock Worker/Receiver	\$18.75
Utility Worker	\$18.75
Lead Worker/ Food	\$19.78
Lead Worker/Facilities	\$19.78
Floor Tech	\$19.78
Cook Grill Cook	\$19.78

3. Effective May 1, 2023, the scale will be increased by three percent (3%) and all employees will receive a three percent (3%) increase.

In addition, all employees will receive a \$200 bonus.

Classification	Wage Rate*
EVS Attendant	\$19.31
Catering Service Worker	\$19.31
Cashier/Food Service Worker (FSW)	\$19.31
Food Prep Helper	\$19.31
Driver	\$19.31
Patient Ambassador	\$19.31
Stock Worker/Receiver	\$19.31
Utility Worker	\$19.31
Lead Worker/ Food	\$20.37
Lead Worker/Facilities	\$20.37
Floor Tech	\$20.37
Cook Grill Cook	\$20.37

*For the duration of the Agreement anyone hired after August 21, 2021, will receive fifty cents (\$0.50) less than minimum wage rates listed in Appendix A for the first ninety (90) days of his/her employment.

4. Employees employed at seven and one-half (7.5) hours will be reclassified to a seven and three-quarters (7.75) hours shift.
5. Adjustments

The following employees will receive the total of all increases of this Agreement for which they are eligible at the beginning of the Contract in lieu of any other increase during the term of the Agreement:

- Lakewood: Marlon Dimas, Patricia Passmore, María Loya, Ana Mendoza, Brenda Salvatierra, Caesar Genovisa, Mayra González, Martha Rodríguez, Dina Sánchez, María Reyes.
- Fountain Valley: Gabriel Esquivel, Dinora Benavidas, Tiffany Nguyen, Mailén Collado, Jocelyn Collado, Isidro Sánchez, María Canales, Edith Salazar Aguilar.
- Los Alamitos: Rosa Almazán, María Guyrrola, Violeta Peña, Lucía Ventura, Yolanda Bramasco, Mercedes Cornejo Alas.

APPENDIX B – GRIEVANCE MEDIATION

The process below is intended to give effect to the Grievance Mediation process set forth in Article 30.2 Step 4 of the Agreement. The Parties agree that this Appendix is not intended to modify any terms of the Agreement, and the Agreement shall prevail in the event any terms of the Agreement may conflict with the terms of this Appendix.

1. Attendance at Mediation

The Grievance Mediation may be attended by up to two (2) representatives of the Employer and up to two (2) representatives of the Union, with one representative of each party designated as the principal spokesperson. In addition to the Employer and Union representatives, the grievant shall also have the right to be present. It is expected that at least one of the Employer and Union representatives will be from the local unit from which the grievance arose. The Employer, the Union, and the grievant will not be represented by outside counsel at the Grievance Mediation, unless mutually agreed otherwise by the Employer and the Union.

2. Selection of Mediator; Cost

A neutral mediator selected by the parties shall be present and mediate the dispute in an attempt to help the Parties settle the grievance. The Parties will identify a panel of acceptable mediators and attempt to select a mediator from that panel. If the Parties cannot agree upon a mediator immediately upon deciding to proceed to mediation, they may apply to the Federal Mediation and Conciliation Service (FMCS) to submit a list of five names. Each party shall alternate in striking the list, beginning with the Employer on the first occurrence. The person whose name is not stricken shall be the mediator. If a grievance that has been mediated subsequently goes to arbitration, the mediator of such grievance may not serve as the Arbitrator for the grievance. The cost of the mediator, if any, shall be shared equally by the Parties.

3. Authority of Mediator

The mediator may conduct the mediation conference using all of the customary techniques associated with mediation including the use of separate caucuses. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation. FMCS and the mediator will be held harmless of any claim of damages arising from the mediation process. The mediator shall have no authority to compel resolution of the grievance, or to recommend altering, amending, or modifying any provisions of this Agreement; or to actually alter, amend or modify any provisions of this Agreement.

4. Evidence, Statements, and Documents

The purpose of the Grievance Mediation is to assist with the resolution of the grievance. Proceedings before the mediator will be informal and rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made and no person at the Grievance Mediation will be placed under oath. The mediator's notes will be

confidential and their content shall not be revealed. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing. The Grievance Mediation and any statement or action by the mediator or the Parties or the Grievant in connection with the Grievance Mediation may not be referred to or used against any Party at arbitration and shall not constitute an admission for any other purpose.

5. Advisory Opinion/Recommendation

If no settlement is reached and if requested, the mediator shall provide one or both Parties, either jointly or separately, as mutually agreed, an advisory opinion or written recommendations for settlement. Any written recommendation or opinion shall be provided within five days of the mediation session.

6. Termination of Mediation

The Grievance Mediation shall terminate upon the receipt of the writing from the mediator, the fifth day after the mediation session, or mutual agreement of the Parties, whichever is sooner.

APPENDIX C – COVID-19 PANDEMIC

In order to respond to the COVID pandemic facing the community, and to provide the safest possible environment for employees, the parties agree to the following:

1. The Employer will make all reasonable efforts to make available required Personal Protective Equipment (PPE) for use by employees. The Employer will adhere to guidelines promulgated by relevant local, state and federal authorities.

The Employer will also make all reasonable efforts to adhere to social distancing, screening, and masking guidelines promulgated by relevant local, state, and federal authorities

2. The Employer will notify the designated Union representative within twenty-four (24) hours of learning that an employee has been diagnosed with COVID, and the Union may request a meeting to discuss same. The privacy rights of all involved shall be honored at all times. The Employer shall meet with the Union no more than three (3) days after the Employer receives a request to meet, though the parties will earnestly attempt to meet as soon as is possible within those three (3) days. Either party may raise hazard pay as one of the subjects of such meeting, although it is understood that no express or implied commitments regarding same are being made via this Agreement.
3. The Union may request a meeting with the Employer to discuss COVID-related concerns other than those detailed in paragraph 2 above. The parties shall meet within a reasonable period of time after such request is received, not to exceed ten (10) business days, to discuss such concerns unless both parties agree otherwise, and generally no more than three (3) representatives from either party may participate in such a meeting unless both parties agree otherwise.
4. The parties agree to establish a Covid-19 committee comprising up to three (3) representatives from each party, and this committee shall in general be the participants in COVID-related meetings between the parties described above unless it is impracticable for them to do so. The members of this committee, to the extent possible, shall be the same as those who are members of the Safety Committee.
5. Should a disagreement arise concerning the interpretation and/or implementation of this Side Letter, such a disagreement shall be referred by either party to the above-mentioned Covid-19 committee. Subject to availability, the parties will make every effort to arrange a meeting of the Committee within five (5) business days after the request has been made. Either party may also request assistance from the Federal Mediation and Conciliation Service (FMCS) if matters cannot be resolved by the Committee. No grievances may be made related to the terms of this Side Letter set forth in paragraph 1 above, however, alleged violations of the other paragraphs are subject to the grievance procedure.

APPENDIX D – DRUG AND ALCOHOL POLICIES

- Drug and Alcohol-Free Workplace
- Post-Incident Drug & Alcohol Testing
- Acknowledgement of Receipt of the Drug & Alcohol Testing Policy and Consent to Testing

SUBJECT: DRUG AND ALCOHOL FREE WORKPLACE	ORIGINATING DEPT: HUMAN RESOURCES	SECTION: WORK ENVIRONMENT
DATE ISSUED: 06-01-19	SUPERSEDES: 04-01-17	
APPROVED BY: Human Resources	PAGES: 2	

I. POLICY/PURPOSE

The Company is committed to take all reasonable steps to establish and maintain a safe, healthy and efficient working environment for all Associates. Recognizing that alcohol and drug abuse affect approximately ten percent of the working population and that the state of an Associate's health affects his/her work performance, the intent of these guidelines is to:

1. Establish Company-wide guidelines for the consistent handling of Associate abuse of alcohol and drugs in the workplace.
2. Ensure maximum safety of all Associates through the promotion of a drug-free work environment; reduce the risk of injury on the job caused by alcohol or drug abuse; encourage the reduction of absenteeism, tardiness, and indifferent job performance.
3. Support and encourage a work environment conducive to early recognition and treatment of chemical or alcohol dependency.

II. ASSOCIATES COVERED BY THE POLICY

All Associates of the Company are covered by this Policy.

III. RESPONSIBILITY FOR ADMINISTRATION

The Human Resources Department and all levels of management are responsible for the administration of this Policy.

IV. PROHIBITED ACTIVITY

- A. Drugs:** The unlawful manufacture, distribution, dispensation, sale, possession, or use of any illegal drug or controlled substance during working hours, while

on Company business, or while on client or Company property (including while operating Company owned, or Company leased vehicles) is prohibited. Additionally, no person shall work or report to work under the influence of an illegal drug. Violation of this rule will result in disciplinary action, up to and including termination of the Associate or Associates involved.

- B. Alcohol:** No alcoholic beverage will be brought onto or consumed on client or Company premises (including while operating Company owned, or Company leased vehicles) except as may be authorized by the Company. An Associate may not work or report to work under the influence of alcohol. Violation of this rule will result in disciplinary action up to and including termination of the Associate or Associates involved.

V. EDUCATION, TRAINING AND ASSISTANCE

The Company may provide education and training to assist with the compliance with and enforcement of this Policy. Such education and training may include informing Associates about the dangers of drugs and alcohol, what to do if an Associate is suspected of drug and/or alcohol use, appropriate counseling of Associates suspected of drug and/or alcohol use and providing information regarding employee assistance programs and names of other drug and alcohol counseling and rehabilitation programs.

VI. DRUG & ALCOHOL TESTING PROCEDURES

For information regarding drug and/or alcohol testing procedures for Associates who will not be operating a Company vehicle, please see the *Drug and Alcohol Testing for Associates Policy*.

SUBJECT: POST-INCIDENT DRUG & ALCOHOL TESTING	ORIGINATING DEPT: RISK MANAGEMENT	SECTION: SAFETY
DATE ISSUED: March 2018	SUPERSEDES: October 2017	
APPROVED BY: Human Resources, Risk Mgmt., Legal	PAGES: 8	

I. POLICY/PURPOSE

The Company is committed to establishing and maintaining a drug and alcohol-free work environment that promotes safety, good health, and efficient work behaviors. In support of this commitment, the Company seeks to prevent Associate drug and alcohol use at the workplace to protect its Associates, clients, customers, and the general public.

Accordingly, the purpose of this Policy is to implement consistent application of Associate drug and alcohol testing requirements, testing procedures, and protocol for various scenarios that may arise when performing and receiving results of various drug tests.

Where state laws differ, they will be followed. State-specific Addenda have been provided along with this Policy.

II. DEFINITIONS

- A. **Chain-of-Custody Form:** The document used during drug testing handling and storage to track the location and handling of the specimen/sample from the time it is collected until the time it is disposed. It links an individual to his or her sample and is written proof of all that happens to the specimen while at the collection site and the laboratory.
- B. **Collection Site:** An approved facility assigned by the Company or its agent where the drug or alcohol testing is performed.
- C. **Cut-Off Level:** This reflects the minimum measurement applied to a drug or alcohol test so that only traces of a drug or alcohol above a specified level are reported as a “positive” test result.
- D. **First Advantage:** The Company’s approved vendor for administering and managing Post Incident drug and alcohol testing programs is First Advantage Enterprise Screening Corporation (“First Advantage”). The only time a different vendor may be used is if it is required by law or client contract.

- E. Medical Attention:** Medical care provided by a healthcare professional or emergency responder to treat a condition that if left untreated would cause potential harm. Notably, Medical Attention does not include superficial or topical first aid treatment that is not administered by a healthcare professional, such as an ice pack or band aid.
- F. Medical Review Officer “MRO”:** A licensed medical doctor who has special training in the area of substance abuse, reviews the results of any Post-Incident alcohol or drug testing, makes sure the chain-of-custody procedures were followed, and contacts the individual to make sure there are no medical or other reasons for the test result.
- G. NAVEX Global:** The Company’s approved vendor for Claim Reporting (Worker’s Compensation, Auto Liability, and General Liability).

III. ASSOCIATES COVERED BY THE POLICY

All Associates are covered by this Policy. Exclusion: Associates who operate Commercial Driver’s License “CDL” vehicles are governed by the Department of Transportation and are to follow a separate policy entitled *Drug & Alcohol Testing for Commercial (CDL) Drivers*. A CDL vehicle is a heavy duty truck with a gross vehicle weight rating of 26,001 pounds (11,794 kg) or more.

The Company also utilizes separate Drug and Alcohol testing policies for Pre-Employment, Random, and Reasonable Suspicion testing for Associates not governed by the Department of Transportation. These separate policies can be found on the My Compass portal under HR Policies and Procedures.

IV. ASSOCIATES WORKING IN UNIONIZED ACCOUNTS AND SUBJECT TO A COLLECTIVE BARGAINING AGREEMENT (“CBA”)

This Policy may or may not apply to Associates covered by a bona fide CBA. Managers should consult with their Labor Relations Manager to determine applicable Union Associate testing policies.

V. RESPONSIBILITY FOR ADMINISTRATION

All levels of Management, Human Resources, and the Risk Management Department are responsible for the administration of this Policy.

VI. CLIENT CONTRACT REQUIREMENTS

As a contract food and support service company, Associates generally work on client premises. Clients may contractually require the Company to follow certain drug and alcohol testing standards as a prerequisite for Associates working at their account.

Accordingly, Managers must know and comply with the client contract when those requirements are different or greater than the provisions in this Policy.

VII. POST-INCIDENT DRUG AND ALOCHOL TESTING

1. **What is it?** This is a drug and alcohol test that must be completed following certain types of accidents/incidents that occur while an Associate was performing work on the Company's behalf.
2. **Who does it apply to?** Associates will be subject to Post-Incident drug and alcohol testing under any of the following circumstances:
 - a. **Hazardous Functions:** An Associate with job functions that any inattention can cause injury to themselves or others will be tested if an Associate requires *Medical Attention* away from the scene of the incident.
 - b. **Non-Hazardous Functions:** An Associate that is performing non-hazardous functions, but the Associate's possible drug or alcohol use is a likely contributor to the cause of the incident.
3. **When is it required?** The Associate is required to submit to drug and alcohol testing within the two (2) timelines below. Any injury incurred as a result of an incident must be treated first before submitting to testing. Thereafter, an Associate who is required to submit to Post-Incident drug/alcohol testing must remain readily available for testing. Except in medical emergencies, failure to remain available will be deemed as a refusal to submit to testing and may result in termination.
 - a. **Alcohol Testing:** Associates are required to submit to alcohol testing within eight (8) hours of an incident. At no time should an alcohol test be performed eight (8) hours after an incident. The Associate may not use alcohol for at least eight (8) hours following an incident, or until he or she is alcohol tested, whichever is first.
 - b. **Drug Testing:** Associates are required to submit to drug testing within thirty-two (32) hours of an incident.
4. **Other Considerations:** The requirement in the preceding paragraph is not meant to delay and shall not delay the necessary *Medical Attention* of individuals injured in the accident. Also, it is not meant to prohibit a covered Associate from leaving the scene of an accident for the period of time necessary to obtain assistance or emergency medical care for injured individuals.

VIII. SUBSTANCES TESTED FOR AND CUT-OFF LEVELS

- A. **Drug Screening:** It is Company policy to test for drugs when conducting Post-Incident testing. A 7-Panel drug test will be performed unless otherwise required by

client contract or law. A 7- Panel screens for the presence of amphetamines/methamphetamines, cocaine, marijuana, opiates, phencyclidine (PCP), hydrocodone, and oxycodone. The opiates category will include heroin and pain medications such as codeine and morphine. Testing for the presence of drugs will be conducted by analysis of urine. The *Cut-Off Levels* for each 7-Panel drug are outlined below. All *Cut-Off Levels* are expressed in nanograms per milliliter (ng/mL). The certifying scientist of the laboratory selected will establish compounds and their *Cut-Off Levels* not specified below.

	Type of Drug	Initial Test <i>Cut-Off Level</i>	Confirmatory Test <i>Cut-Off Level</i>
1	Amphetamines/Methamphetamines	500 ng/mL	250 ng/mL
2	Cocaine	150 ng/mL	100 ng/mL
3	Marijuana	50 ng/mL	15 ng/mL
4	Opiates	Codeine/Morphine	2000 ng/mL
		6-Acetylmorphine	10 ng/mL
5	Phencyclidine (PCP)	25 ng/mL	25 ng/mL
6	Hydrocodone/Hydromorphone	300 ng/mL	100 ng/mL
7	Oxycodone/Oxymorphone	100 ng/mL	100 ng/mL

B. Alcohol Screening: It is Company policy to test for alcohol when conducting Post-Incident testing. The presence of alcohol will be conducted by analysis of breath or saliva. The results are given as a number, known as the Blood Alcohol Concentration (“BAC”), which shows the level of alcohol in the blood at the time the test was taken. The *Cut-Off Level* is a BAC of 0.04 or greater.

IX. DRUG AND ALCOHOL TESTING PROCEDURES

All testing will include an initial screening test; review by a *MRO*, including the opportunity for Associates who test positive to provide a legitimate medical explanation, such as a physician’s prescription, for the positive result; a retest if requested; and a documented *Chain-of-Custody Form*. *First Advantage* will perform quality control checks on all drug and alcohol tests before releasing test results on the *First Advantage* website. For confidentiality, results will reference the Associate’s last four digits of their social security number. Each step is described more thoroughly below.

Minor Requirement: Any Associate under the age of eighteen (18) years old must receive written consent from their parent or legal guardian before a drug or alcohol test will be conducted on that Associate.

A. Manager Instructions

1. Drug and alcohol testing orders will be completed at the time of the workplace incident reporting by calling *NAVEX Global (claim reporting administrators)*. Managers must call *NAVEX Global* at 866-678-1774 (for Compass claims) and at 800-373-7123 (for Levy claims). Managers must have the signed Drug & Alcohol Testing Acknowledgement and Consent Form available when calling *NAVEX Global* to confirm that the Associate signed this document.

Minor Requirement: Any Associate under the age of eighteen (18) years old must receive written consent from their parent or legal guardian before a drug or alcohol test will be conducted on that Associate. A separate Drug & Alcohol Testing Acknowledgement & Consent Form for Minors provided along with this Policy must be completed.

2. The Manager will be asked a series of questions related to the incident by *NAVEX Global* to determine if the Associate will be required to submit to testing. If testing is required, *NAVEX Global* will log onto the *First Advantage* website to order the drug and alcohol test. **Note:** *NAVEX Global* and *First Advantage* are aware of the State Specific Addenda and will order drug/alcohol tests and base testing decisions in accordance with unique state specific requirements.
3. Once the drug and alcohol test has been ordered by *NAVEX Global*, the Manager will receive an email from *NAVEX Global*.
 - a. **Digital:** If a digital *Collection Site* is located, then the email notification will provide the *Collection Site* based on the proximity of the Associate's company location or residential address and when the test must be completed by. It is then the Associate's responsibility to appear at the *Collection Site* within the allowed timeframe. The Associate will need to provide the *Collection Site* with the Confirmation Order Registration Number located at the top of the *First Advantage* email notification.
 - b. **Non-Digital:** If a non-digital *Collection Site* is only available or if there is a *Collection Site* scheduling issue, the manager will need to contact First Advantage to arrange for the test. First Advantage will help the Manager in scheduling the test. The manager will need a *Chain-of-Custody Form*. This *Chain-of-Custody Form* for non-digital *Collection Sites* is supplied to Managers by *First Advantage*. The Manager must have a copy of the *Chain-of-Custody Form* on hand when calling *First Advantage* in order to be able to provide the information needed to schedule their appointment. *First Advantage's* phone number is 800-939-4782. At the conclusion of the call with *First Advantage*, the Manager will provide the address of the *Collection Site* and the *Chain-of-Custody Form* to the Associate. The Associate should immediately

go to the *Collection Site* with the required *Chain-of-Custody Form* for the drug and alcohol test to be performed.

4. **Transportation to Collection Site:** Provide the Associate with transportation to the *Collection Site*. Transportation must be facilitated by the Manager to transport the Associate to and from the *Collection Site*. A taxi or an Uber/Lyft is acceptable transportation. The Manager does not need to accompany the Associate to the *Collection Site*. Under no circumstance should an Associate be allowed to drive themselves to the *Collection Site*. If the Associate decides not to take the test and insists on leaving the work site in their own vehicle, let the Associate know their action will constitute a refusal to test and will be treated just like a positive test. Tell the Associate that if they drive their own vehicle, you will be forced to call local authorities. If the Associate then proceeds to drive their own vehicle, immediately contact your local police department.
 5. The Associate will be required to show a valid Picture I.D. (Driver's License, Passport, State I.D.) before testing is implemented.
 6. Managers should not directly observe or be present in the same room with the Associate in the process of producing a urine specimen. A private room at the *Collection Site* will be provided during the specimen collection process.
 7. **Transportation from Collection Site:** Once the drug and alcohol test is complete, ensure the Associate is transported back to your worksite location or home from the *Collection Site*. The Manager must provide transportation or contact the Associate's emergency point of contact to transport the Associate home.
 8. Final test results will be sent to *First Advantage* by the *Collection Site*. A notification email will be sent by the Compass Claims team directly to the Manager confirming the result of the drug and/or alcohol test. The Compass Claims team's email address is pidat@compassusa.com.
- B. Emergency Testing After Hours:** Managers must contact *First Advantage*'s emergency drug and alcohol test line at 800-939-4782, option 1 if an Associate is subject to *Post-Incident* testing at a time when the assigned *Collection Site* is unable to be utilized, usually between the hours of 7:00pm to 7:00am or during weekends. *First Advantage* will locate a *Collection Site* and provide the Manager with the *Collection Site* details. Additional costs are associated with testing after hours that can range from \$150-1,000 or more.

C. Types of Test Results

1. **Negative:** The drug or alcohol test did not identify prohibited levels of drugs or alcohol in the Associate's system. This result means the Associate passed the

drug or alcohol test and is eligible to perform services on the Company's behalf (subject to other successful prescreen completion).

2. **Positive:** The drug or alcohol test identified prohibited levels of drugs or alcohol in the Associate's system. This means the Associate failed the screening test. An Associate that receives a positive test result is not authorized to work on behalf of the Company
3. **Negative Dilute:** The drug or alcohol test did not identify prohibited levels of drugs or alcohol in the Associate's system despite a greater concentration of water than a normal urine specimen. This result means the Associate passed the drug or alcohol test and is eligible to perform services on the Company's behalf.
4. **No Show:** The Associate failed to appear at the *Collection Site* within the allowable timeframe and did not complete a drug or alcohol test. This will constitute as a refusal to test and will be treated just like a positive test.
5. **Rule Violation w/ Completed:** The Associate completed a drug or alcohol test; however, the test was not completed within the allowable timeframe. The Company will assess the reason for late completion and determine handling on a case-by-case basis. Associates who fail to complete the required drug or alcohol test on time may be subject to progressive counseling, up to and including termination of employment.
6. **Adulterated or Otherwise Tampered:** In the event that a laboratory reports that an Associate attempted to or actually adulterated a sample or reports the sample to be "inconsistent with human urine" the Associate will be considered to have refused to submit to testing and are not authorized to work on behalf of the Company. In some states, adulterating or attempting to adulterate a sample is a crime.

D. Disqualifying Offenses Resulting in Termination

1. Use of any drug (including over-the-counter medication and prescriptions) which might affect the Associate's ability to safely work or perform the essential functions of his or her job, consistent with applicable federal law.
2. Use or possession of drugs.
3. Testing positive for drugs as outlined in the Company's 7-Panel drug test in Section VIII of this Policy. The Company recognizes that many states have authorized the medical and in some cases the personal use of marijuana. The Company reserves the right to take action consistent with applicable law.
4. Use of drugs or alcohol during work or being under the influence of drugs and/or alcohol during work.

5. Reporting for work or remaining at work with a BAC of 0.04 or greater.
6. Possession of alcohol while working (unless it is sealed and being transported as cargo).
7. Alcohol use following an accident/incident prior to the administration of a Post-Incident alcohol test; if no test is administered, alcohol use within eight (8) hours following an accident is prohibited.
8. Refusing to take a required test or sign the *Chain-of-Custody Form*, or engaging in any conduct that obstructs the testing process.

E. How to Handle a Positive Test Result

1. In the event that an Associate tests positive for a drug, the Company has contracted with a *MRO* to contact the Associate prior to reporting the results to the Company. The *MRO* will notify the Associate of the positive test and determine if medical reasons may have caused the positive test. Upon confirmation of the positive test by the *MRO*, the results will be reported to the Compass Claims team.

Note: The *MRO* may request assistance from the operation in contacting the Associate following a positive drug or alcohol test. Operation management may be asked to provide

the *MRO* with the Associate's home telephone number or provide the Associate with a tollfree phone number for contacting the *MRO*. The test results are not conclusive until the operation receives confirmation of results from the CompassClaims team.

2. Any Associate confirmed by the *MRO* to be positive for the presence of a prohibited substance will be notified in writing by *First Advantage*. The written notice shall advise the Associate of their options regarding the procedure for a retest. The retest is made from a portion of the Associate's original sample.

3. Retest Procedure:

- a. The Associate has seventy-two (72) hours from the time he or she is notified of the positive test result to request a retest of the original sample. The cost of the second test is the responsibility of the Associate. If the Associate requests a retest, the Company requires the Associate to pay the operation for the test, and he or she will be reimbursed if the retest is either negative or inconclusive. The payment must be made in the form of a certified check or money order, and payment must be received by the operation before the retest will be authorized.

- b. Upon receipt of payment, the operation shall fax a notice to the *MRO* which includes the following: printed Associate name, Associate signature, the last four digits of Associate's social security number, the date, and a request in writing from the Associate to "perform a retest of my sample at another certified laboratory".
- 4. Once a positive test is confirmed, the Associate shall be disqualified from employment with the Company.
- 5. Upon request, an Associate receiving a positive test shall be provided contact information for the Company's Employee Assistance Program. The Company will not pay for rehabilitation unless otherwise required by state law.
- 6. Questions regarding positive drug tests should be directed to the Compass Claims Team at atpidat@compass-usa.com.

X. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Drug and alcohol testing will be conducted in accordance with federal, state, and local requirements. Please reference the specific state supplements attached to this Policy.

XI. CONFIDENTIALITY

All Associate testing records are confidential and may only be released to authorized Company and vendor personnel and agents with a need to know.

XII. VIOLATIONS OF THIS POLICY

Violations of this Policy by any level of Associate may result in progressive counseling, up to and including termination of employment.

XIII. QUESTIONS

Managers with any questions regarding Post-Incident drug and alcohol testing procedures should contact their Compass Claims Manager or Regional Safety Manager for further guidance.

Acknowledgement of Receipt of the Drug & Alcohol Testing Policy and Consent to Testing

This will acknowledge that I have received, read, and understand the Drug & Alcohol Testing Policy (the “Policy”) of Compass Group USA, Inc., and its affiliated companies (the “Company”). I further recognize and acknowledge that I am required to follow the Policy and that compliance is a condition of my employment with the Company.

I agree to comply with the Policy and understand that the failure to comply with the Policy is grounds for disciplinary action, up to and including termination.

I understand and agree, that the Company’s Policy includes a drug and alcohol testing program and that during my employment, I may be asked to provide a specimen for testing. If an initial drug test is positive, a confirmatory drug test may be performed. The laboratory results of the drug test will be reviewed, reported, and maintained by a Medical Review Officer (“MRO”). I will be given an opportunity to discuss with the MRO, in confidence, possible legitimate medical explanations for a positive drug test result. I understand that employment at the Company is conditioned on a negative test result, and I will not start (or continue) working for the Company unless I pass the required drug and/or alcohol screen/test.

If employed by the Company I consent to submit to drug testing and/or alcohol testing whenever requested by the Company, as allowed by state and local law. I understand that the taking of such tests is a condition of my continued employment.

I understand and have been advised by the Company that my drug test results will be confidential. However, I further authorize and consent to the release of test results to the Company’s selected MRO, to the Company’s third-party administrator, to and within the Company on a need-to-know basis, to the Company’s workers’ compensation carrier following a post-accident test, to other parties permitted by law to receive the results and to additional parties in accordance with my written authorization, or as otherwise required by applicable federal or state law, rules, or regulations.

Associate’s Printed Name _____

Associate’s Signature _____

Date _____

Please complete this Acknowledgement and return it to your Manager as soon as possible for filing with your personnel record. Be sure to ask your Manager for a copy of this document for your personal records.

Post-Incident Drug & Alcohol Testing

****For Minors Below the Age of 18 years****

**Acknowledgement of Receipt of the Drug & Alcohol Testing Policy and
Consent to Testing**

As I am a minor below the age of 18, I consent to the participation of my parent or guardian in the test medical review/interview process as well as to the communication of my test results to my parent or guardian.

Conditional Offer/Associate's Printed Name _____

If Conditional Offer or Associate is a minor:

I am the parent/guardian of _____, and I hereby acknowledge that I have received a copy of the Drug & Alcohol Testing Policy of Compass Group USA, Inc., and its affiliated companies (the "Company"). I hereby consent to his/her participation in the Company's drug and alcohol testing program, which is a condition of consideration for employment or continued employment.

Parent or Guardian's Signature _____

Date _____

Please complete this Acknowledgement and return it to your Manager as soon as possible for filing with your personnel record. Be sure to ask your Manager for a copy of this document for your personal records.

APPENDIX E – PRINTING AND DISTRIBUTION COSTS

The parties agree that the Union shall print and distribute copies of this Agreement to covered employees. The Employer agrees to reimburse the Union for one-half (1/2) the cost of printing up to four hundred fifty (450) copies of this Agreement. The cost per copy of this Agreement to the Employer shall not exceed one dollar (\$1.00).

APPENDIX F – MEMBERSHIP APPLICATION



NATIONAL UNION OF HEALTHCARE WORKERS MEMBERSHIP APPLICATION / DUES & COPE DEDUCTION AUTHORIZATION

MEMBERSHIP APPLICATION

First Name	M.I.	Last Name
<hr/>		
Social Security Number	Birthdate (mm/dd/yy)	Gender
- -	- -	
<hr/>		
Street Address		
<hr/>		
City	Zip	
	-	
<hr/>		
Personal Cell Phone	Home Phone	
- -	- -	
<hr/>		
Home Email		
<hr/>		
Employer/Facility	Date of Hire	
	- -	
<hr/>		
Work Location/Campus/Department	Job Classification	
<hr/>		
Work Phone	Ext.	
- -		
<hr/>		
Work Email		
<hr/>		

I hereby request and accept membership in National Union of Healthcare Workers, and authorize National Union of Healthcare Workers as my union and exclusive representative with my Employer(s) concerning wages, hours, and other terms and conditions of employment. I agree to abide by the Constitution and Bylaws and all amendments thereto, and by any contracts that may be in existence at the time of this application or that may be negotiated by the Union.

I hereby authorize my employer to deduct from my wages and to pay to the National Union of Healthcare Workers the designated monthly dues necessary to secure and maintain Union membership as required by the Constitution and Bylaws of the Union and any applicable contracts. I understand that my Union dues rates will periodically increase or otherwise change in accordance with the Union's Constitution and Bylaws.

I agree to receiving text and email messages and to the terms at nuhw.org/privacy-policy, with the option to opt out at any time.

Signature _____ Date _____

COPE AUTHORIZATION - VOLUNTARY CAMPAIGN CONTRIBUTIONS

In order to build political power for healthcare workers by helping win on issues and elect candidates who are supportive of healthcare and workers' rights, I hereby authorize and direct my employer to deduct from my paycheck the following sum and remit that amount to NUHW COPE:

Please make a deduction from my paycheck in the amount of: ☐\$5 ☐\$10 ☐\$15 ☐\$20 ☐\$25 per month.

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

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

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

Signature _____ Date _____

Original: Employer or NUHW

Copy: Employee

for office use only
☐ dd ☐ cs

APPENDIX G – ATTENDANCE POLICY

Compass Group strives daily to provide quality services for its clients and customers. Every Compass Group Associate plays an important part in making this goal a reality. Unfortunately, when even one Associate is absent, late, or leaves early from his/her scheduled shift, the Company's ability to meet this goal is strained and fellow team members must work harder in order to try and achieve the quality services clients and customers deserve and have come to expect.

Policy Overview. The Company recognizes that there may be times when an Associate cannot attend his/her scheduled shift because of an illness, emergency, or other rare set of circumstances. That is why the Company has identified excused and unexcused guidelines, progressive counseling procedures for unexcused absences, call out procedures, and how incidents of no-call, no-show should be incorporated into this Policy.

This Policy is broken up into the following five (5) sections. Please refer to each section for more information.

1. Types of Absences
2. Progressive Counseling for Unexcused Time Away from Work
3. No Call, No Show
4. Call Out Procedures

A. Types of Absences

1.Excused Time Away from Work. There are times when an Associate's time away from a scheduled work shift (i.e. absence, lateness, breaks, or early out) will be "Excused" based on the situation and/or reason for the Associate's time away. The following is a non-exhaustive list of events that are considered "Excused Time Away":

- Any requested time off from work that is approved by the Associate's Manager at least one (1) day in advance; this includes use of Holiday, Vacation, or Paid Time Off;
- Time missed, excused by the Family Medical Leave Act ("FMLA");
- Time missed, excused by the Americans with Disabilities Act, as amended ("ADA");
- Time missed to attend court-mandated jury duty pursuant to the Jury Duty & Witness Testimony Policy;
- Time missed for funeral/bereavement leave pursuant to the Bereavement Policy;
- Time missed for military leave as excused by the Uniform Services Employment and Reemployment Rights Act ("USERRA") pursuant to the Military Leave of Absence Policy;
- Time missed from work due to inclement weather per the Inclement Weather Policy;
- Time missed pursuant to the Election Day Schedules Policy;
- Time missed, excused by any other federal, state, or local law; or
- Time missed expressly excused by any other Company, Sector, or account policy.

Points of Clarification about Excused Time Away from Work

• **Documentation.** The Company reserves the right to request medical or other documentation for an Associate's Excused Absence. Failure to provide documentation in a timely fashion may result in the missed time being deemed unexcused.

- If an Associate misses time away from work for any of the above Excused Absences, the Associate will not receive an Occurrence Point (definition of Occurrence Point is described below).
- **Follow Call-Out Procedure.** Even when an Associate's time away from work is Excused, regardless if the time away is an absence, lateness, Meal Period and Rest Break Policy violation, or early-out, the Associate **must** follow the account's Call-Out Procedure. Failure to follow the Call-Out Procedure will result in performance counseling for violation of the Company's Work Rules.
- **Inform Management the Time Missed May be "Excused."** If an Associate believes his/her absence, lateness, Meal Period and Rest Break Policy violation, or early-out may be an Excused Absence, the Associate is responsible for alerting his/her Manager.

2.Unexcused Time Away from Work. Unexcused Time Away is also commonly referred to. As an "Occurrence". Unexcused Time Away may result in progressive counseling under this Policy.

- An **Absence** that does not fall into one of the categories contained in the Excused Time Away Section of this Policy.
- **Not reporting to work** before the end of the Associate's second hour of work (e.g. if an Associate is scheduled to work at 8 am, the Associate is considered to be absent, not late, as of 10:01 am).
- **Lateness** that does not fall into the Excused Time Away Section of this Policy. **Lateness** is defined as clocking in or signing in past the scheduled shift's start time and defined Meal Period Grace Period.
- **Early-Out** that does not fall into the Excused Time Away Section of this Policy. **Early-Out** is defined as an Associate leaving before the end of his/her scheduled shift without Managerial approval.
- **Failure to follow Meal Period and Rest Break protocols.** This includes failing to take Meal Periods and/ or Rest Breaks on time (as scheduled by Management); taking short or extended Meal Periods and/or Rest Breaks; skipping Meal Periods and/or Rest Breaks without Manager consent; and not properly recording unpaid Meal Periods on time records.
- **No Call, No Show.** Failure to report the absence at any time before or within the first two (2) hours of the Associate's scheduled shift. This is considered a "No Call, No Show". See section on No Call, No Show below.

B. Progressive Counseling for Unexcused Time Away from Work.

Occurrence Points. Unexcused time away from work is monitored and may result in disciplinary action as outlined in the chart below. It is Company policy to count "Occurrences" not the number of tardies, early outs, and absences. A full day unexcused absence is one (1)

Occurrence Point. **If an Associate is absent for up to three (3) consecutive workdays for the same reason, it will count as one (1) occurrence.**

Event	Result
One to three consecutive unexcused absences (for same reason)	1 Occurrence Point
Lateness/Tardies and Early Out	½ Occurrence Point
Meal Period and Rest Break Policy Violations	½ Occurrence Point (based upon criteria below)

Example. If an Associate has car trouble and for three (3) consecutive days the Associate is unable to report to work due to car trouble (and has properly notified management), then this period will only count as one (1) Occurrence Point rather than three (3) Occurrence Points because the time away from work was for the *same* reason for each of the three (3) consecutive days missed. In this same example, if the Associate was absent for three (3) additional consecutive days, even due to car trouble (i.e. the *same* reason) the Associate would earn one (1) additional Occurrence Point.

Criteria for Issuing Occurrence points for Failure to Follow Meal Period and Rest Break Policy. Before an Associate may receive ½ an Occurrence Point under this Policy for failure to follow the Company’s Meal Period and Rest Break Policy, there must be: (1) documentation that the Associate was trained on the Company Meal Period and Rest Break Policy; and (2) the Associate must receive a documented verbal warning about the need for future compliance with the Meal Period and Rest Break Policy.

- If despite this notice and training an Associate fails to abide by the procedures outlined in this Policy, the Associate will be subject to ½ an Occurrence Point for each violation.
- A violation is considered each workday that the Associate fails to follow the Company Meal Period/ Rest Break Procedures. By way of example, if on a workday an Associate takes a short Meal Period outside the Meal Period Grace Period and, without Manager approval, fails to take his/her scheduled Rest Break, the Associate would only receive ½ an Occurrence Point despite there being two (2) separate incidents. In sum, regardless of the number of Meal Period and Rest Break Policy violations in a day, the maximum number of Occurrence Points an Associate can receive is ½ point.

Rolling 12 Month Schedule. Occurrence Points are based on a rolling twelve (12) month period. For example, if an Associate is absent from work on March 1, this attendance occurrence will remain on record and will count towards any disciplinary action for unexcused time away (absence, lateness, Meal Period and Rest Break Policy violations, and/or leaving early) until March 1 of the following year.

Disciplinary Action. The Occurrence Points an Associate receives due to Unexcused Time Away will be recorded. The progressive counseling steps outlined in this *Attendance Policy* are separate from the steps outlined in the *Progressive Counseling Policy*. For example, an Associate who has reached the final warning stage in the

Progressive Counseling Policy due to violations of the *Workplace Work Rules Policy* may not be terminated for violation of the *Attendance Policy* unless he/she has sufficient violations under the *Attendance Policy* to justify termination independently.

If an Associate receives a certain number of Occurrence Points, the Associate will be subject to disciplinary action based on the following schedule:

Introductory Period Associates (90 days or less of employment)

- 1 Occurrence Point – final warning
- 2 Occurrence Points – discharge

Full-Time and Part-Time Associates Employed for More than 90 days

- 5 Occurrence Points in a rolling twelve (12) month period – written warning (2nd progressive counseling)
- 6 Occurrence Points in a rolling twelve (12) month period – final warning (3rd progressive counseling)
- 7 Occurrence Points in a rolling twelve (12) month period – discharge

A. No Calls, No Shows.

A “No Call, No Show” is when an Associate fails to report for work and fails to report the absence to his/her Manager at any time before or within the first two (2) hours of the Associate’s scheduled shift.

- **One No Call, No Show.** The first incident of No Call, No Show in a twelve (12) month period will result in a final warning for the Associate. If an Associate is within his/her Introductory Period, one (1) No Call, No Show will result in termination.
- **Two Non-Consecutive No Call, No Shows in a Rolling 12 Month Period.** If an Associate has two (2) separate incidents of No Call, No Show in any twelve (12) month period, the Company will terminate the Associate’s employment.
- **Two Consecutive No Call, No Shows.** If an Associate No Call, No Shows for two (2) consecutive scheduled work shifts, the Company will deem that the Associate has chosen to resign his/her employment.

- B. Call-Out Procedures.** When an Associate is going to miss all or part of his/her scheduled shift, communication with management about the time away is of utmost importance. Advance notice provides the Company with at least an opportunity to try and find a substitute or otherwise plan on how to deal with being short staffed.

All Absences, Lateness, and Early-Outs Must be Communicated to Management.

Whether the absence or lateness is excused or unexcused, the Associate **must** call to report his/her absence or lateness unless he/she is physically unable to do so. If the Associate’s Manager is unavailable the Associate may leave a recorded message or a message with another person, though the Associate must call the Manager back the same day and discuss the absence with his/her Manager. This will ensure that the message has been received and

gives the Associate the opportunity to discuss with his/her Manager when he/she plans to return to work.

Failure to Follow Call-Out Procedures will be Considered a Work Rule Policy Violation (not an Attendance Policy violation) and will result in progressive counseling, up to and including termination. The Associate should also check with his/her Manager about account specific Call-Out Procedures.

Leave of Absence

If an Associate requests a leave of absence (“LOA”) from the Company, the Associate must still contact management to report his/her absences until management receives notification from the Leave of Absence Department (“LOA Department”) that an LOA has been requested. Failure to do so will result in the shift being coded as a “No Call, No Show.” When an Associate requests a leave of absence, any absences will be coded as conditional until the LOA Department approves or denies the request. If the Associate’s leave of absence request is approved, any absences during the approved leave dates will be considered excused.

If the leave of absence request is denied, or if the approved leave of absence does not cover all absences, absences outside of any approved leave dates will be considered unexcused and an Associate may accrue up to six (6) Occurrence Points in accordance with Section V.B of this Policy for the time missed from work after the leave of absence request and prior to the LOA Department’s decision on the leave of absence request. Occurrence Points accrued will be considered within the applicable rolling twelve (12) month period to determine if the Associate is subject to disciplinary action. However, in any situation where the leave of absence request is denied, or if the approved leave of absence does not cover all absences, no disciplinary action more severe than a final written warning for attendance will be issued for time missed after the leave of absence request and prior to the LOA Department’s decision on the request unless the Associate was on a final written warning for attendance at the time of the leave of absence request or the first day of absence, whichever occurs later. In the event that the Associate was on a final written warning for attendance at the time of the leave of absence request or the first day of absence, whichever occurs later, the Associate will escalate to the next level of discipline, i.e., termination. An Associate who continues to miss shifts after the notification of the denial, or after the last approved day of the leave of absence, will incur additional occurrences (and related disciplinary action(s)) unless the absences are otherwise excused.