



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**Morrison Living**

**at**

**The Sequoias-Portola Valley**

**May 11, 2021 – May 10, 2024**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between Morrison Living (hereinafter referred to as “Morrison Living” or the “Employer”), and NATIONAL UNION OF HEALTH CARE WORKERS (hereinafter referred to as “NUHW” or as the “Union”), respecting that certain retirement community known as The Sequoias-Portola Valley, located at 501 Portola Road, Portola Valley, California.

## **PREAMBLE**

The parties hereto recognize that it is to their mutual advantage and for the protection of the residents to have efficient and uninterrupted operation of The Sequoias-Portola Valley. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

The Union and Employer agree with the objectives of achieving the highest level of worker performance and production consistent with the safety and good health of the residents and workers covered by this Agreement.

It is mutually agreed that it is the duty and right of the Employer to manage itself and direct its employees, and the Employer reserves all of its rights, powers, and authorities in connection therewith, which includes, but is not limited to, the right to hire, schedule, transfer, promote, reclassify, have department managers perform work, layoff and discharge employees, except as specifically limited by the express provisions of this Agreement.

## **SECTION 1 – RECOGNITION**

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

## **SECTION 2 – HIRING AND PROBATIONARY PERIOD**

2.1 The Employer will notify the Union monthly of the names, addresses, and classifications of new employees.

### **2.2 PROBATIONARY PERIOD**

All new hires shall complete a ninety (90) calendar day probationary period. During this time, an employee may be discharged for any reason without recourse to the grievance

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

2.3 NEW HIRE ORIENTATION

One (1) Union Steward or designee will have up to thirty (30) minutes to address new hires who will be working in bargaining unit positions during the course of new hire orientation.

Union Stewards will coordinate their work schedules with their Supervisors but it is understood that one (1) Steward will be released for each orientation.

The Employer will pay one (1) employee up to fifteen (15) minutes pay to attend new hire orientation for new bargaining unit employees.

A Union Representative may be present in addition to or in place of a Union Steward.

**SECTION 3 – UNION MEMBERSHIP**

3.1 UNION MEMBERSHIP REQUIREMENTS

During the Life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31<sup>st</sup> day after employment or the:

- a. 31<sup>st</sup> day after the date of this Agreement, whichever is later.
- b. The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Section and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at her or his last known address, in which to comply. If said employee does not comply with the provisions of this Section within said fifteen (15) work days, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

3.2 DEDUCTIONS OF UNION DUES/FEEES

- a. The Employer will honor written assignments of wages to the Union for the payment of Union dues/fees.
- b. The Employer will remit the dues/fees deducted pursuant to such assignments within ten (10) days of the date of the payroll from which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a

spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name; employee id number; amount remitted in each category (i.e., dues, fees, COPE); employee status (e.g., full-time, part-time, temporary, per diem); wage rate; and number of hours worked in pay period.

- c. The Union will hold the Employer harmless against any claim(s) which may be made by any person by reason of the dues/fees deductions described herein, including attorney fees and the cost of defending such claim(s). The Union will have no monetary claim against the Employer by reason of failure to perform under this Section.

### 3.3 EMPLOYEE LISTS

The Employer will provide to the Union electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) the following information no later than the fifth (5<sup>th</sup>) of each month:

List of all members of the bargaining unit including full name, employee id number, home address, phone number, email address (if known), department, classification, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire.

### 3.4 COPE CHECK-OFF

- a. The Employer hereby agrees to honor voluntary contribution deduction authorizations from its employees who are Union members.
- b. The Employer will remit the COPE monies deducted pursuant to such assignments within ten (10) days of the date of the payroll from which they are deducted. This remittance will be in a check separate from dues. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means [e.g., placement on an FTP site]) supporting documentation for the funds remitted which shall include the employee's full name, employee id number, and amount remitted. If no payment is transmitted for an employee for whom payment was previously transmitted, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).
- c. The Union will hold the Employer harmless against any claim(s) which may be made by any person by reason of the COPE deductions described herein, including the cost of attorney fees and defending such claim(s). The Union will have no monetary claim against the Employer by reason of failure to perform under this Section.

## **SECTION 4 – UNION REPRESENTATIVE AND SHOP STEWARDS**

### **4.1 UNION REPRESENTATIVE**

A duly authorized representative of the Union shall be permitted to enter the premises of The Sequoias-Portola Valley at reasonable times for the purpose of observing whether or not this Agreement is being observed or to check upon complaints of employees, provided:

- a. This privilege is exercised reasonably;
- b. The Union representative in advance advises the Executive Director or the Administrator of the Employer, or his/her designee, as to which department(s) or area(s) he/she wishes to visit and confines his/her visit to such department(s) or area(s) as agreed upon. The Union may communicate with the Executive Director or Administrator by telephone or email. The Union representative may request use of a parlor, subject to advance notice and approval by the Executive Director or Administrator. Use of a parlor will not be unreasonably denied.
- c. Upon arrival at the Community, the Union representative will sign in at the main reception desk. If the Executive Director is not present, the Union representative will ask the receptionist to notify the Executive Director of his/her arrival;
- d. The Union representative confers with employees upon their own free time with meetings to be conducted in the Employees' Dining Room or with Food Service employees in the Dining Room provided no residents are present or will be present during the meeting;
- e. The Union representative does not interfere with the work of an employee;
- f. The Union advises the Employer, in writing beforehand, of the official Union representative; and
- g. Union representatives who fail to comply with Subsections 4.1(a-f) above may be denied access or asked to leave the premises. In cases involving a Union representative's repeated or chronic failure to comply, the Employer will contact the NUHW and seek the Union's assistance in obtaining the Union representative's compliance with Subsection 4.1.

### **4.2 SHOP STEWARD**

- a. The Union may appoint a maximum of six (6) shop stewards to consist of one (1) in housekeeping/laundry; one (1) in grounds; one (1) in maintenance; one (1) in transportation; and two (2) in food service. The Union may also appoint one (1) alternate steward. One steward may be designated as the Chief Steward. The appointment shall be made in such a manner as the Union determines, and the Employer will be notified in writing of such appointment.

- b. It is understood that the shop stewards designated in each department, as above, shall have at least twelve (12) months of full-time or part-time employment.
- c. The shop steward shall only deal with the representative of the Employer designated to handle grievances.
- d. The shop steward shall not direct any employee how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Employer or any other employee. His/her activities as a shop steward shall in no way interfere with his/her assigned duties as an employee.
- e. It is preferred that shop stewards handle grievances in their own department, provided, however, that shop steward may handle a grievance in another department if necessary. The Employer's designated representative is only required to meet with one (1) shop steward on any grievance.
- f. The Employer will release a shop steward from his/her work duties with no reduction in pay to present grievances at the first or second step of the grievance procedure, if such meetings are scheduled during said steward's work hours. In other situations (for example, to conduct investigations relevant to a grievance, or to participate in a Step 3 grievance meeting), the Union will make a request and the Employer will make its best efforts, given operational requirements, to release a shop steward from his/her work duties with no reduction in pay for a short period of time.

#### 4.3 BULLETIN BOARD

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

### **SECTION 5 – DISCHARGE**

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

### **SECTION 6 – MANAGEMENT RIGHTS CLAUSE**

It is mutually agreed that it is the right and duty of The Sequoias-Portola Valley to manage The Sequoias Community, to determine the manner, method and means of providing services to residents. These rights include, but are not limited to, establishing and enforcing employment policies and work standards, promulgating other policies and procedures for managing the operations of the Community, the right to determine the number and types of employees, the



right to hire, promote, demote, reclassify, layoff, furlough, discharge and otherwise discipline employees, subject only to specific restrictions set forth in this Agreement. The hours and scheduling of work, the introduction and use of new equipment or technology subject to any restrictions established by this Agreement, are the exclusive prerogative of the Employer. The management rights set forth herein and all other rights and prerogatives not expressly waived or limited by this Agreement are retained by The Sequoias-Portola Valley.

## **SECTION 7 – WAGES**

7.1 The Employer shall pay the minimum wage rates set forth in Appendix A.

### 7.2 CONTINUOUS SERVICE

- a. Upon the completion of one (1) year of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the one (1) year tenure step as specified in Appendix A.
- b. Upon completion of two (2) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the two (2) year tenure step as specified in Appendix A.
- c. Upon completion of three (3) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the three (3) year tenure step as specified in Appendix A.
- d. Upon completion of four (4) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the four (4) year tenure step as specified in Appendix A.
- e. Upon completion of five (5) years of continuous service, employees working twenty (20) or more hours per week shall be paid at the hourly rate for the five (5) year tenure step as specified in Appendix A.
- f. The Employer will pay the following one-time tenure bonus payments on 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> anniversary dates of each employee:

15 years	\$150.00
20 years	\$200.00
25 years	\$250.00
30 years	\$300.00

7.3 Any employee who is promoted to a higher classification will be placed in that step of the new classification which is next higher to his or her previous rate of pay.

7.4 MEALS

All covered employees shall be provided one (1) meal per shift.

7.5 UNIFORMS

Where uniforms, as defined by State law, are required by the Employer, they will be provided by the Employer as needed.

7.6 ADJUSTMENT OR ERROR

Any adjustment in pay due to an employee as a result of Employer error which is in excess of ten dollars (\$10.00) shall be due within seventy-two (72) hours after proper notification to management that an error has been made. In cases where the error is in an amount of ten dollars (\$10.00) or less or when the error is the result of employee fault, such error will be corrected on the next pay check.

7.7 OUT OF CLASSIFICATION ASSIGNMENTS

An employee who works outside of his/her normal classification is entitled to compensation as follows:

- a. If the employee accepts such a work assignment by bidding on an open/posted position, the employee will be compensated the wage rate, same step level, of the open position (i.e., if the position is a lower classification, the employee will be paid at the lower wage rate; if the position is a higher classification, the employee will be paid at the higher wage rate).
- b. If the Employer requests or requires that an employee work outside his/her classification, the employee will be compensated for such work at his/her normal rate of pay if the assignment is in a lower classification. If the assignment is in a higher classification, the employee will be compensated at the wage rate, same step, for the higher classification.

7.8 OTHER LUMP SUM PAYMENTS

The wage rate of employees whose wage rate exceeds the applicable rate set forth in Appendix A will be frozen until the employees' wage rate equals or is less than the rate set forth in Appendix A. During the term of the 2021-2024 Agreement, an employee whose wage rate exceeds the rate set forth in Appendix A will receive, on the dates listed below in subsections 7.10 through 7.12, lump sum payments in an amount equal to the annual wage increase received by the bargaining unit in that year of the Agreement.

7.9 FIRST YEAR OF AGREEMENT

Effective the first pay period after July 1, 2021, the Employer will increase the wage rates for all employees in the classifications listed in Appendix A by 4%.

Also, effective the first pay period after July 1, 2021, the Employer shall provide an additional market adjustment of 1% for all employees in the following classifications: Painter, Lead Housekeeper, Housekeeper or Laundry Person.

7.10 SECOND YEAR OF THE AGREEMENT

Effective the first pay period after July 1, 2022, the Employer will increase the wage rates for all employees in the classifications listed in Appendix A by 3%.

7.11 THIRD YEAR OF THE AGREEMENT

Effective the first pay period after July 1, 2023, the Employer will increase the wage rates for all employees in the classifications listed in Appendix A by 3%.

7.12 SAFETY BONUS

Any associate who has no preventable workplace injuries for 12 consecutive months shall receive a three hundred dollar (\$300) bonus, payable by August 31 each year this CBA remains in effect.

7.13 RATIFICATION BONUS

Within four (4) weeks of ratification of this agreement, the Employer shall provide each employee with a one-time bonus of two hundred dollars (\$200).

## **SECTION 8 – MEETINGS**

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

## **SECTION 9 – REPORTING AND CALL-BACK PAY**

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

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

9.3 An employee called back to work on a day he/she has worked a normal work schedule shall be guaranteed a minimum of four (4) hours work or pay at the rate of one and one-

half times the employee's regular hourly rate, provided that the employee has already worked eight (8) hours that day. An employee normally scheduled to work less than four (4) hours shall be guaranteed work or pay for his/her normal daily scheduled work hours.

## **SECTION 10 – HOURS OF WORK**

- 10.1 The regular operating hours are 24 hours a day, 365 days a year. The work day begins at 12:00 a.m. and ends at 11:59 p.m. The work week begins at 12:00 a.m. Monday (Sunday midnight) through 11:59 p.m. Sunday.
- 10.2 The normal work week for Regular Full-Time Employee is forty (40) hours, five (5) days per week, eight (8) hours per day, exclusive of the thirty-minute period for meals, which is not counted as working time. Employees who work an eight (8) hour work day will be provided two (2) ten-minute rest periods, one (1) rest period for each four (4) hours worked or major portion thereof. Meal periods and rest periods may not be combined.
- 10.3 Employees are responsible to adhere to the schedules and any changes must be approved by the employee's supervisor (including "switching" of work days or work shifts).
- 10.4 Each Part-time employee may receive up to two (2) consecutive days off each week. Part-time employees' shifts shall be guaranteed a minimum of four (4) hours per shift scheduled.
- 10.5 The Employer shall make its best efforts to give each employee who so desires two (2) consecutive days off each week, and to make the particular two (2) days consistent from week to week. Employees who request a schedule that does not include two consecutive days off will be required to work that schedule until a change can be made based upon operational needs.
- 10.6 The Employer shall make its best efforts to provide employees with at least forty-eight (48) hours' notice of an involuntary change in schedule.

## **SECTION 11 – HOLIDAYS**

- 11.1 For eligible employees who have completed probation, the following holidays are recognized:

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

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

- 11.2 Eligible employees who work on a recognized holiday may choose one of two ways of being compensated:
  - a. Be paid two times (2x) his/her regular hourly wage; or
  - b. Be paid the regular hourly rate and take a day off with pay, within sixty (60) days, as requested and scheduled in advance with the supervisor. An employee shall be paid his/her regular rate of pay for each of said holidays when not worked. Holiday pay will be paid on the holiday unless the employee requests, in writing, that payment be made at a later date, in which case payment shall be made at the date requested, provided the rate of pay shall be at the rate in effect on the holiday.
- 11.3 A holiday occurring during vacation leave will be treated as paid holiday and not charged to vacation.
- 11.4 Holiday pay is not payable during the period of time an employee is on sick leave or leave of absence for any reason.

## **SECTION 12 – VACATION**

- 12.1 Vacation accrues based on continuous length of service from the date of hire or date of benefit eligibility, whichever is later. For employees who were employees of Sequoias Portola Valley prior to the start of Morrison Living's subcontracting agreement with Sequoias Portola Valley, vacation accrual shall be based on continuous length of service from the original date of hire with Sequoias Portola Valley or the original date of benefit eligibility with Sequoias Portola Valley, whichever is later. Employees who have completed their ninety (90) day probationary period are eligible to use vacation; employees who are in their probationary period earn but cannot use vacation. After completion of the probationary period, employees may use vacation as it is earned.
- 12.2 Vacation time accrues as follows:

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

- 12.3 A vacation bid will be conducted four (4) times per year. A vacation bid will be conducted on the second Tuesday in November for vacations from January 2nd through March 31st of the following year. A second vacation bid will be conducted on the second

Tuesday of February for vacations from April 1<sup>st</sup> through June 30<sup>th</sup>. A third vacation bid will be conducted on the second Tuesday in May for vacations from July 1<sup>st</sup> through September 30<sup>th</sup>. A fourth vacation bid will be conducted on the second Tuesday of August for vacations from October 1<sup>st</sup> through December 31<sup>st</sup>. Vacations will be bid, in each department, by seniority, based on date of hire. Vacations must be bid in one-week increments. The manager of each department will determine the number of employees in each department or in each job classification that may be off work on vacation during any workweek. There will be at least one week of vacation available for bid each calendar week in each department. The Department Manager may, however, make additional weeks of vacation available for bid. The number of vacation slots available for bidding per week for the job classifications in the Department will be posted by the Department Manager at least two weeks prior to the date of the vacation bid. For purposes of vacation bidding, Food Servers for nursing care and assisted living will be treated as separate classifications.

Fourth quarter vacation bidding shall be done on the basis of rotation by seniority for the Dietary department only.

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

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

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

## **SECTION 13 – LEAVES OF ABSENCE**

- 13.1 The Employer may grant leaves of absence for any of the following reasons:
  - a. FMLA/CFRA;

- b. pregnancy disability;
  - c. extended medical leave;
  - d. workers' compensation leave;
  - e. personal leave; or
  - f. military leave.
- 13.2 Requests for leaves of absence shall be in writing on a form provided by the Employer. Any grant or denial of a leave of absence shall be in writing.
- 13.3 The Employer will grant leaves in compliance with its policies and procedures and in a manner consistent with its obligations under state and federal law.
- 13.4 Non-FMLA eligible employees on a medical leave, who are otherwise benefit-eligible, will continue to receive medical, dental and vision coverage for a period of thirty (30) days. Such continued coverage will be on the same terms and conditions as existed before the medical leave.
- 13.5 Leaves of absences for other than non-industrial disability or industrial disability will be subject to the Employer's discretion.

## **SECTION 14 – SICK LEAVE**

- 14.1 The Employer will provide paid sick leave benefits to regular employees for absences due to illness (including mental health days), injury, or pregnancy. Employees are to notify their supervisor as soon as possible before scheduled to begin work if ill or otherwise unable to report to work. Failure to notify the supervisor may result in forfeiture of sick leave payment for that day.

The Employer encourages employees to use sick leave when necessary. The Employer shall make every effort to provide coverage for employees who are out sick. Any additional hours shall be distributed equitably in general.

- 14.2 Regular employees upon completion of probation are paid sick leave beginning with date of employment. Regular employees who were employees of Sequoias Portola Valley prior to the start of Morrison Living's subcontracting agreement with Sequoias Portola Valley, upon completion of probation, are paid sick leave beginning with original date of employment with Sequoias Portola Valley. Sick leave accumulates at the rate of one (1) day for each month of employment up to sixty (60) days. Any employee hired prior to the date of ratification of this agreement (July 13, 2021) who has accrued more than sixty (60) days of sick leave shall not have his/her/their bank of sick days reduced as a result of this agreement. Additionally, upon ratification of this agreement, any current employee who has greater than forty-five (45) days of sick leave shall be given the one-time option to cash out each day of sick leave in excess of forty-five (45) at the rate of one-half (1/2) day's pay for each day of sick leave.

Upon termination or retirement, employees with fewer than ten (10) years of service may cash out up to forty-five (45) days of sick leave at the rate of one-half (1/2) day's pay for each day of sick leave.

Upon termination or retirement, employees with ten (10) or more years of service may cash out up to forty-five (45) days of sick leave at the rate of one (1) day's pay for each day of sick leave.

For purposes of these cash-outs upon termination or retirement, years of service refers to years of service at Sequoias Portola Valley, including service prior to Morrison Living become the employer.

- 14.3 For employees with less than one (1) year of continuous employment, unless the employee has been hospitalized, there shall be a one (1) workday waiting period. Sick leave shall be paid for normal work days and shall not exceed five (5) days in any week. After five (5) consecutive days of absence, the employee must apply for a leave of absence. A doctor's certificate may be required as a condition of payment for sick leave if there is reasonable suspicion or, if the employee has exhausted his/her annual sick leave accrual or, if the employee has demonstrated a pattern of one day absences. Otherwise, a doctor's certificate will be requested after three (3) days of absence. The doctor's certificate will be waived where the employee is sent home by a supervisor. The Employer retains the right to request documentation for an employee's return from a leave of absence
- 14.4 Any benefits payable under Workers' Compensation or State Disability Insurance will be combined with earned sick leave to equal, but not exceed, regular earned wages.

## **SECTION 15 – BEREAVEMENT**

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

## **SECTION 16 – JURY DUTY**

An employee who has completed probation who is selected for jury duty will be granted time off and paid the difference between the jury fees received and normal straight-time pay for work



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

## **SECTION 17 – MEDICAL, VISION, DENTAL AND LIFE INSURANCE PLANS**

### **17.1 BENEFIT ELIGIBILITY DATE**

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

### **17.2 PRORATION OF BENEFITS**

The benefits for Regular Part-Time employees who have completed the probationary period will be prorated based on the ratio of the average hours scheduled for the Regular Part-Time Employee to a forty (40) hour full-time schedule. Employees who are regularly scheduled to work less than thirty (30) hours receive no employee benefits.

### **17.3 MEDICAL, DENTAL, AND VISION INSURANCE**

The Employer shall provide its Kaiser Bronze HMO Plan to any employee who chooses said plan, free of charge to the employee if the employee elects coverage of the Associate only. For any other level of coverage (Associate + Spouse, Associate + Child(ren), or Associate + Family), the Employer shall cover a value equal to the cost of the employee portion of the premium for Associate-only coverage plus the Employer portion of the premium, while the employee shall be responsible for the remainder. If an employee chooses the Bronze PPO Plan, the Employer shall cover the same amount toward the premium that it covers for employees who choose the Bronze HMO Plan.

The Employer shall provide its Kaiser Silver HMO Plan to any employee who chooses said plan, free of charge if the employee elects coverage of the Associate only. For any other level of coverage (Associate + Spouse, Associate + Child(ren), or Associate + Family), the Employer shall cover a value equal to the cost of the employee portion of the premium for Associate-only coverage plus the Employer portion of the premium, while the employee shall be responsible for the remainder. If an employee chooses the Silver PPO Plan, the Employer shall cover the same amount toward the premium that it covers for employees who choose the Silver HMO Plan.

The Employer shall provide its Kaiser Gold HMO Plan to any employee who chooses said plan. The employee portion of the cost of the premium shall be thirty-five dollars (\$35.00) if the employee elects coverage of the Associate only. For any other level of coverage (Associate + Spouse, Associate + Child(ren), or Associate + Family), the Employer shall cover a value equal to the cost of the employee portion of the premium for Associate-only coverage minus thirty five dollars (\$35.00) plus the Employer portion of the premium, while the employee shall be responsible for the remainder. If an employee chooses the Gold PPO Plan, the Employer shall cover the same amount toward the premium that it covers for employees who choose the Gold HMO Plan.

The Employer shall provide all employees its Comprehensive Vision Associate-only plan free of charge to employees who select this option. For any other level of coverage (Associate + Spouse, Associate + Child(ren), or Associate + Family), the Employer shall cover a value equal to the cost of the employee portion of the premium for Associate-only coverage plus the Employer portion of the premium, while the employee shall be responsible for the remainder.

The Employer shall provide to all employees its Comprehensive Dental Associate-only plan free of charge to employees who select this option. For any other level of coverage (Associate + Spouse, Associate + Child(ren), or Associate + Family), the Employer shall cover a value equal to the cost of the employee portion of the premium for Associate-only coverage plus the Employer portion of the premium, while the employee shall be responsible for the remainder.

The total credit available to an employee who chooses a Bronze medical plan is, at the time of the signing of this agreement, \$100.06.

The total credit available to an employee who chooses a Silver medical plan is, at the time of the signing of this agreement, \$113.44.

The total credit available to an employee who chooses a Gold medical plan is, at the time of the signing of this agreement, \$185.84.

The Employer shall provide a Flexible Spending Account (FSA), fully funded by the Employer, from which employees shall be reimbursed for eligible medical, dental, and vision care expenses each year pursuant to the terms of the FSA. If an employee is covered under the Employer's Kaiser Bronze HMO Plan or Bronze PPO Plan, the Employer shall provide \$2,100 each year to the employee's FSA. If an employee is covered under the Employer's Kaiser Silver HMO Plan or Silver PPO Plan, the Employer shall provide \$2,000 each year to the employee's FSA. If an employee is covered under the Employer's Kaiser Gold HMO Plan, the Employer's Gold PPO Plan, or any other medical plan, the Employer shall provide \$1,500 each year to the employee's FSA. At the end of each calendar year, Morrison Living will calculate the sum total amount of the FSA funds (for all NUHW-represented employees, taken together) that was were allocated but remain unused, if any, less any rollover, and will divide that amount equally

among NUHW-represented employees as a bonus payment. These payments will be made on or around the first (1<sup>st</sup>) of May of each year for the previous year's payment.

#### 17.4 LIFE INSURANCE

The Employer shall provide to all employees its Basic Life Insurance plan, covering up to \$10,000, free of charge to employees. Additionally, the Employer shall provide to all employees its Supplemental Life insurance plan, at the \$25,000 level, free of charge to employees.

### **SECTION 18 – MEDICAL, LIFE & VISION GROUP INSURANCE**

If the existing medical insurance plan is not available to Morrison Living or the costs of such plan has been increased by 15%, the Employer may change the medical insurance plan if it determines such a change is necessary. If the Employer changes group medical, dental or vision plans, it will notify NUHW, in writing, of the changes and, upon request, it will provide NUHW with information concerning the new plan(s). If the Employer changes group medical, dental, or vision plans, the Employer commits that it will (a) continue to cover 100% of the premium for Associate-only coverage for medical, dental and vision plans, and (b) for other levels of coverage for medical, dental, and vision plans (Associate + Spouse, Associate + Child(ren), or Associate + Family), continue to cover a value equal to the cost of the employee portion of the premium for Associate-only coverage plus the Employer portion of the premium, while the employee shall be responsible for the remainder. The Employer agrees that so long as the employees represented by NUHW remain in the larger pool, it will provide employees represented by NUHW with the same group medical, dental and vision plans it provides to any of its other employees in the pool in similar jobs. Morrison Living agrees to bargain with NUHW over the effects of changing its group medical insurance plan, dental plan, or vision plan.

### **SECTION 19 – ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The Employer shall provide its Accidental Death and Dismemberment Insurance, at the \$50,000 level, free of charge to all employees.

### **SECTION 20 – RETIREMENT PLANS**

The Employer shall establish its standard 401(k) accounts for each Regular Full-Time and Part-Time employee. Details of the plan are available to employees upon request.

## **SECTION 21 – EMPLOYMENT CATEGORIES**

### **21.1 REGULAR FULL-TIME**

An employee who is hired to work a regularly scheduled work week of forty (40) hours per week.

### **21.2 REGULAR PART-TIME**

An employee who for a continuous period of ninety (90) days works a regularly scheduled workweek of at least thirty (30) hours.

### **21.3 MOVEMENT BETWEEN EMPLOYMENT CATEGORIES**

Once an employee becomes a Regular Part-Time or Regular Full-Time employee, that employee will not be returned to a Casual employee status unless:

- a. the employee initiates a voluntarily transfer to a Casual position; or
- b. the Employer, in writing, eliminates the Regular Full-Time or Part-Time position. If the position is eliminated, the former Regular Full-Time or Part-Time employee may have recall rights to the position.

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

## **SECTION 22 – NON-DISCRIMINATION**

### **22.1 DISCRIMINATION, HARASSMENT AND RETALIATION PROHIBITED**

It is the policy of the parties to provide equal employment opportunities to all applicants and employees in accordance with Local, State, and Federal fair employment legislation. The Employer is committed to providing a workplace free of discrimination, harassment and retaliation based on such factors as race, color, religion, national origin, union activity, ancestry, age, physical disability, mental disability, medical condition, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, transgender status, family care leave status, or veteran status, unless such factors relate to bona fide occupational qualification and reasonable accommodations cannot be made. Neither the Employer nor the Union will discriminate, harass or retaliate against any employee based upon any characteristic or classification protected by federal or state law.

### **22.2 INVESTIGATION OF COMPLAINTS**

The Employer will investigate complaints of harassment and retaliation in violation of this Section, The Employer's policies and procedures, Title VII, California's Fair

Employment and Housing Act and other state or federal laws. Employees must report incidents of harassment or retaliation to their supervisor, department manager or to anyone in a management position with The Employer with whom they feel comfortable making a complaint. Employees may also report incidents of harassment or retaliation through their Union stewards and representatives.

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

### 22.3 PARTICIPATION IN EMPLOYER INVESTIGATIONS

No representative of the Employer or of the Union or any employee of the Employer will interfere with, coerce, retaliate, intimidate, threaten or discourage any employee from:

- a. participating in an investigation being conducted by the Employer or the Union;
- b. providing the Employer or the Union a statement in conjunction with an Employer investigation or in conjunction with a disciplinary matter;
- c. testifying in a court proceeding or in an arbitration involving the Employer.

Any employee, representative of the Employer or the Union found to be in violation of this Subsection shall be subject to discipline. No arbitrator has the authority to award any back pay to any employee disciplined for violating this Subsection.

## **SECTION 23 – SENIORITY AND JOB POSTING**

### 23.1 SENIORITY

#### a. Seniority Date

The date on which the employee begins most recent Regular Full-Time or Regular Part-Time employment with the Employer. For employees who were employees of Sequoias Portola Valley prior to the start of Morrison Living's subcontracting agreement with Sequoias Portola Valley, Seniority Date is the date on which the employee began most recent Regular Full-Time or Regular Part-Time employment with the Sequoias Portola Valley.

- b. Seniority shall govern in promotions and placements into open positions provided, in the Employer's judgment, the performance, merit and ability of the applicants are approximately equal. In the case of reduction of forces, seniority will govern who is laid off. For purposes of recall from layoff, the last employee laid off shall be the first employee recalled.

c. Termination of Seniority

Seniority is terminated by any of the following:

- i. termination of employment;
- ii. resignation;
- iii. layoff of a length equal to the length of service of the employee or six (6) months, whichever is less;
- iv. failure to return as scheduled from leave of absence or vacation unless failure is due to illness, hospitalization or any other extenuating circumstances beyond the control of the employee and the Employer is notified of the extenuating circumstance as soon as the employee is aware of the circumstance. The Employer is not responsible for any loss of pay or benefits prior to the date it is notified of the extenuating circumstance;
- v. failure of an employee to return to work within three (3) calendar days after receipt of notice of recall from layoff sent to the employee at the address on file with the Employer.

d. Service Date

For purposes of the Employer's recordkeeping only, an employee's hire/anniversary date or the date employee was promoted to another classification, whichever is later.

23.2 OPENINGS

The Employer determines if a position is open, for how long and if it will be filled. In the event of an open position, the Employer will post the open position for five (5) calendar days. The Employer will provide an electronic copy of any posting or an open position, including the minimum qualifications, to the Union on the first day of the posting. The Employer will consider the application of employees made during the posting period along with other applications before filling the job. During the posting period, the Employer may fill the job temporarily. If a position is vacated and the Employer decides not to fill the position, upon request by the Union, the Employer will meet with the Union to discuss the impact of not filling the position.

Employees may provide the Human Resources Department, on a form provided by the Employer, a request to be considered for future openings in one or more bargaining unit positions. Should one of the positions requested be posted, the employee will be considered for that position. Employees are responsible for updating their request to be considered for future postings.

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

The Employer will uniformly allow internal applicants to apply for all openings. The Employer will also make best efforts to cross train employees within a classification.

### 23.3 TEMPORARY OPENINGS

- a. The Employer determines if a temporary opening exists, for how long and if it will be filled. A temporary opening is an opening that results from a leave of absence, extended vacation or other extended absence from work of at least thirty (30) days. Temporary openings will be posted for three (3) calendar days. The temporary opening will be awarded to the most senior qualified employee from the job classification in which the temporary opening occurs. If not filled by a bargaining unit employee, the temporary opening may be assigned to a casual employee.
- b. Lead Positions  
Temporary openings in lead positions will be filled in seniority order from a list of qualified employees.

It is understood that none of the provision of this Section nor its application shall entail a “bumping” procedure.

## **SECTION 24 – GRIEVANCE PROCEDURE AND ARBITRATION**

### 24.1 DEFINITIONS

#### a. Grievance

A grievance is defined as a dispute which involves the interpretation or application of any provision of this Agreement. A grievance must be written, specify the date it is filed, describe the facts giving rise to the grievance and identify the provision(s) of the collective bargaining agreement allegedly violated and the relief sought.

#### b. Grievant

A grievant can be an employee, shop steward, the Union, or the Employer. A grievance may only be pursued through the grievance and arbitration process if so authorized by the Union or the Employer.

### 24.2 INFORMAL MEETING

Within thirty (30) days from when a grievable dispute or issue arises, the Union may request an informal meeting with the Department Manager or Human Resources Department to attempt to resolve the matter. If, for any reason, the matter is not resolved in this informal manner, the Union may file a grievance.

### 24.3 FILING A GRIEVANCE

A grievance must be filed with the Department Manager or Human Resources at Step 1 within thirty (30) days of the event upon which the grievance is based, or from the date that the grievant first learned of the grounds for submitting a grievance. A grievance not filed within these time limits will be denied without further action.

### 24.4 GRIEVANCE PROCEDURE

#### a. Step 1

Once a grievance is filed, the Department Manager will respond to the grievance in writing within a reasonable amount of time (deemed to be ten [10] calendar days unless the Department Manager has given written notice of an intention to take additional time, though that additional time, if taken, shall not exceed five [5] calendar days unless by mutual agreement). If the Department Manager has not responded in writing within a reasonable time or the response fails to resolve the grievance, the Union may refer the grievance to Step 2.

#### b. Step 2

Grievances not resolved at Step 1 will be referred to the System Director or his/her designee within ten (10) calendar days of the Employer's Step 1 response or the Employer's failure to respond, whichever is later. The System Director will meet with the Union (this is referred to as a Step 2 meeting) within ten (10) calendar days to resolve the dispute. If the dispute is not resolved at the Step 2 meeting, the System Director will provide the Union a written response within ten (10) calendar days of the Step 2 meeting. If no written response is received, or if the response does not resolve the matter, or if no Step 2 meeting occurs within ten (10) days of the date the grievance was referred to the System Director or his/her designee, the Union may refer the grievance to Step 3.

#### c. Step 3

If the System Director and the Union fail to resolve the grievance at Step 2, the matter will be referred in writing to the Employer's Labor Relations Manager/Compliance or his/her designee within ten (10) calendar days of the date the System Director's response was due, or (if a Step 2 meeting did not occur) within twenty (20) days of the date the grievance was referred to the System Director. The Labor Relations Manager /Compliance and the Union will meet (this is referred to as a Step 3 meeting) within twenty (20) calendar days of the Union's written appeal to Step 3. The Labor Relations Manager/Compliance or his/her designee will issue a written decision within thirty (30) calendar days of the Step 3 meeting. If the decision of the Labor Relations Manager/Compliance is not rendered within thirty (30) calendar days of the Step 3 meeting, or if the Step 3 meeting does not occur within thirty (30) calendar days of the appeal to Step 3, the requested remedy will be granted. The parties, by mutual agreement, may extend this time limit.

Employer grievances will be filed at Step 3.



#### 24.5 ARBITRATION

If the grievance is not resolved at Step 3, the Union or the Employer may request arbitration by writing to the other. Upon receipt of the request, the parties will, in person or over the telephone, select an arbitrator to hear the case. If the parties cannot agree to an arbitrator, they shall use the alternate strike method to select one of the following three arbitrators: Barry Winograd, John Kagel or Katherine Thomson. The parties will flip a coin to determine which party strikes the first name.

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

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

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

#### 24.6 ELECTION OF REMEDY

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

### **SECTION 25 – NO STRIKE OR LOCKOUT**

- 25.1 It is agreed that during the life of this Agreement there shall be no lockout on the part of the Employer, and no strike, sympathy strike, walkout, slowdown, or the interruption of work at this facility on the part of the Union whether or not the cause therefore was subject to arbitration.

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

## **SECTION 26 – SAFETY**

The Employer will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of all Employees of the Employer to comply with all health and safety regulations of the Employer.

In the event any safety or health hazard is detected, it shall be promptly reported to the Employer. The Employer will promptly and thoroughly investigate safety-related complaints that are made in writing, whether they are made through the Union or directly to the Employer. Upon completion of any investigation made under this Section, the outcome of the investigation will be shared with the reporting party.

## **SECTION 27 – JOB DESCRIPTION**

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

## **SECTION 28 – SEPARABILITY**

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

## **SECTION 29 – AMENDMENT AND WAIVER**

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

## **SECTION 30 – SUBCONTRACTING WORK**

The Employer shall have the right, with at least sixty (60) days' written notice to the Union, to subcontract work or any portion thereof performed by any employees covered by this Agreement, and no provision of this Agreement is to be construed as prohibiting same, subject, however, to the right of the Union to be given reasonable prior written notice by the Employer of any such intended subcontracting if it serves to reduce or bifurcate the bargaining unit. It is not the intent or purpose of the Employer to eliminate or reduce the bargaining unit.

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

Approximately one (1) year from ratification of this agreement, if the issue of temp/agency employees persists, the parties agree to meet to discuss possible means of reducing the use of temp/agency employees.

## **SECTION 31 – TRAINING AND ORIENTATION**

The Union and Employer agree that proper training and orientation is an important part of providing quality service to residents and in line with the mutual goal of achieving the highest possible level of employee performance. Therefore, all employees will receive both orientation to employment with the Employer as well as required job training.

### **31.1 TRAINING STANDARDS**

The Employer agrees that training standards / materials for bargaining unit positions shall be published and available upon request to bargaining unit employees in both English and Spanish.

In the event such standards / materials do not exist, the Employer agrees to create such standards. Such standards shall include, at a minimum, a competency checklist for new employees and the minimum duration of training times.

### **31.2 PERFORMANCE WHILE ORIENTING**

If Employees are assigned to conduct training or orientation, the assignment of duties will be evaluated as part of the employees' job duties.

31.3 TRAINERS

The Employer agrees to make its best effort to utilize high-performing bargaining unit employees to conduct training and orientation and agrees that doing so is in line with the mutual goal of achieving the highest possible level of employee performance.

31.4 TRAINER PAY

Employees shall be paid a premium of \$1.00 per hour for up to twenty-four (24) hours per trainee when assigned by a Supervisor or Manager to new employee training. It is understood that training is a different function than mentoring or assisting less experienced employees.

**SECTION 32 – LABOR MANAGEMENT COMMITTEE**

32.1 OBJECTIVES

A Labor-Management Committee (LMC) will be established by the parties. The Labor-Management Committee will review, discuss and resolve issues of mutual concern to the parties. Nothing in this Section shall prohibit either party from filing a grievance without first bringing the issue to the LMC.

32.2 COMPOSITION

The LMC will be comprised of up to six (6) committee members, up to three (3) each from the Employer and the Union. Should either party wish to bring a reasonable number of additional representatives as guests or to address a specific topic, they will notify the other party of the additional representatives as part of the exchange of proposed agendas. A Union Representative may be present in addition to the three (3) Union committee members.

32.3 COMPENSATION AND RELEASE

The Employer will pay two (2) NUHW-designated employee representatives to participate in Labor-Management Committee meetings on a quarterly basis and will pay up to ninety (90) minutes pay for each Labor-Management Committee meeting attended, up to once per quarter (four times per year).

32.4 MEETINGS

The LMC shall meet bi-monthly at a mutually agreeable time. By mutual agreement, the parties may determine meeting length and/or change meeting frequency. The LMC may schedule regular meeting dates one (1) year in advance.

32.5 AGENDAS

Proposed agenda items shall be exchanged, if possible, no later than one (1) week in advance of each meeting with the intent of allowing all parties to properly prepare for the

meeting. IN the event there are no agenda items proposed or exchanged at least forty-eight (48) hours before a meeting, either party may cancel or reschedule a meeting.

### 32.6 DISPUTE RESOLUTION

Provided that no grievance has been or will be filed concerning the issue and further provided that the issue relates to a term and/or condition of employment, if the LMC cannot resolve a difference of opinion, either the Union or the Employer, within thirty (30) days following the LMC's failure to reach a resolution, may refer the difference of opinion to a mutually agreed upon neutral third party to mediate the dispute. If there is no agreement on the mediator, the mediator shall be selected from the Federal Mediation and Conciliation Services. The Mediator shall not have the authority to issue a binding decision.

## **SECTION 33 – TERM OF AGREEMENT**

This Agreement shall be effective May 11, 2021 and shall remain in full force and effect without change, addition, or amendment through May 10, 2024, and shall be renewed from year to year thereafter unless either party serves upon the other written notice of a desire to modify or terminate this Agreement ninety (90) days prior to May 10, 2024 or, if automatically renewed, prior to May 10th of any subsequent year. During the time negotiations are under way covering proposed changes and amendments in this Agreement, this Agreement itself shall remain in full force and effect until a new Agreement is in effect or until an impasse is reached. In the event the parties have failed to reach a settlement by the termination date of this Agreement or any subsequent anniversary date, this Agreement shall continue in effect subject to termination by either party upon twenty (20) days' prior written notice.

## SECTION 34 – EXECUTION OF AGREEMENT

The parties agree that by virtue of the signing of this agreement no employee shall suffer a reduction in their wages, hours, or working conditions. This provision does not prevent either party from exercising any of their rights and prerogatives during the term of this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

NATIONAL UNION OF HEALTHCARE  
WORKERS

MORRISON LIVING, A DIVISION OF  
MORRISON MANAGEMENT  
SPECIALISTS, INC. and  
COREWORKS, LLC

\_\_\_\_\_  
Sal Rosselli  
President

\_\_\_\_\_  
Minit Gupta  
CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Abid Yahya  
Director

Date: \_\_\_\_\_

NUHW BARGAINING COMMITTEE

Laura Alonso

Donatilda Chipana

José Bolaños

Tony Cruz

Ethel Garcia Lopez

Marcos Garibay

Flor Marquez

Janet Sarceno

## APPENDIX A – WAGE RATES

### MINIMUM HOURLY WAGE RATE

EFFECTIVE THE FIRST PAY PERIOD AFTER JULY 1, 2021 (4% across-the-board wage increase + 1% for Painter and Housekeeping positions)

CLASSIFICATIONS	STARTING	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.
<b>Food Service</b>						
Head Cook	\$23.41	\$24.56	\$25.59	\$26.70	\$27.80	\$29.07
Cook	\$21.63	\$22.66	\$23.58	\$24.60	\$25.64	\$26.78
Prep Cook	\$20.77	\$21.71	\$22.66	\$23.63	\$24.62	\$25.73
Lead Storeroom Clerk	\$19.82	\$20.72	\$21.60	\$22.33	\$23.28	\$24.13
Lead Wait Person	\$19.82	\$20.72	\$21.60	\$22.33	\$23.28	\$24.13
Food Service Worker	\$17.66	\$18.53	\$19.32	\$20.14	\$20.98	\$21.86
<b>Maintenance</b>						
Maintenance I	\$27.31	\$28.59	\$29.74	\$30.31	\$32.37	\$33.85
Maintenance II	\$23.20	\$24.34	\$25.36	\$26.46	\$27.55	\$28.81
Painter	\$27.57	\$28.86	\$30.03	\$30.61	\$32.68	\$34.18
<b>Grounds</b>						
Gardener I	\$21.43	\$22.45	\$23.37	\$24.38	\$25.41	\$26.54
Gardener II	\$17.50	\$18.37	\$19.15	\$19.96	\$20.79	\$21.66
<b>Housekeeping</b>						
Lead Housekeeper	\$20.01	\$20.92	\$21.81	\$22.54	\$23.51	\$24.36
Housekeeper or Laundry Person	\$17.83	\$18.71	\$19.50	\$20.33	\$21.18	\$22.07
<b>Drivers</b>						
Resident Transportation	\$20.66	\$21.65	\$22.57	\$23.50	\$24.60	\$25.71

MINIMUM HOURLY WAGE RATE

EFFECTIVE THE FIRST PAY PERIOD AFTER JULY 1, 2022 (3% across-the-board wage increase)

<b>CLASSIFICATIONS</b>	<b>STARTING</b>	<b>1st Yr.</b>	<b>2nd Yr.</b>	<b>3rd Yr.</b>	<b>4th Yr.</b>	<b>5th Yr.</b>
<b>Food Service</b>						
<b>Head Cook</b>	\$24.11	\$25.30	\$26.36	\$27.50	\$28.64	\$29.94
<b>Cook</b>	\$22.27	\$23.34	\$24.29	\$25.34	\$26.41	\$27.59
<b>Prep Cook</b>	\$21.39	\$22.36	\$23.34	\$24.34	\$25.36	\$26.50
<b>Lead Storeroom Clerk</b>	\$20.42	\$21.34	\$22.25	\$23.00	\$23.98	\$24.85
<b>Lead Wait Person</b>	\$20.42	\$21.34	\$22.25	\$23.00	\$23.98	\$24.85
<b>Food Service Worker</b>	\$18.19	\$19.09	\$19.90	\$20.74	\$21.60	\$22.52
<b>Maintenance</b>						
<b>Maintenance I</b>	\$28.13	\$29.44	\$30.63	\$31.22	\$33.34	\$34.87
<b>Maintenance II</b>	\$23.89	\$25.07	\$26.12	\$27.25	\$28.38	\$29.67
<b>Painter</b>	\$28.40	\$29.73	\$30.93	\$31.52	\$33.66	\$35.21
<b>Grounds</b>						
<b>Gardener I</b>	\$22.08	\$23.13	\$24.07	\$25.11	\$26.17	\$27.34
<b>Gardener II</b>	\$18.03	\$18.92	\$19.72	\$20.56	\$21.41	\$22.31
<b>Housekeeping</b>						
<b>Lead Housekeeper</b>	\$20.61	\$21.54	\$22.46	\$23.22	\$24.21	\$25.09
<b>Housekeeper or Laundry Person</b>	\$18.37	\$19.27	\$20.09	\$20.94	\$21.81	\$22.73
<b>Drivers</b>						
<b>Resident Transportation</b>	\$21.28	\$22.30	\$23.25	\$24.21	\$25.34	\$26.49



MINIMUM HOURLY WAGE RATE  
EFFECTIVE THE FIRST PAY PERIOD AFTER JULY 1, 2023 (3% across-the-board wage increase)

<b>CLASSIFICATIONS</b>	<b>STARTING</b>	<b>1st Yr.</b>	<b>2nd Yr.</b>	<b>3rd Yr.</b>	<b>4th Yr.</b>	<b>5th Yr.</b>
<b>Food Service</b>						
<b>Head Cook</b>	<b>\$24.83</b>	<b>\$26.06</b>	<b>\$27.15</b>	<b>\$28.32</b>	<b>\$29.49</b>	<b>\$30.84</b>
<b>Cook</b>	<b>\$22.94</b>	<b>\$24.04</b>	<b>\$25.01</b>	<b>\$26.10</b>	<b>\$27.20</b>	<b>\$28.41</b>
<b>Prep Cook</b>	<b>\$22.03</b>	<b>\$23.03</b>	<b>\$24.04</b>	<b>\$25.07</b>	<b>\$26.12</b>	<b>\$27.29</b>
<b>Lead Storeroom Clerk</b>	<b>\$21.03</b>	<b>\$21.98</b>	<b>\$22.92</b>	<b>\$23.69</b>	<b>\$24.70</b>	<b>\$25.60</b>
<b>Lead Wait Person</b>	<b>\$21.03</b>	<b>\$21.98</b>	<b>\$22.92</b>	<b>\$23.69</b>	<b>\$24.70</b>	<b>\$25.60</b>
<b>Food Service Worker</b>	<b>\$18.74</b>	<b>\$19.66</b>	<b>\$20.49</b>	<b>\$21.37</b>	<b>\$22.25</b>	<b>\$23.19</b>
<b>Maintenance</b>						
<b>Maintenance I</b>	<b>\$28.97</b>	<b>\$30.33</b>	<b>\$31.55</b>	<b>\$32.16</b>	<b>\$34.34</b>	<b>\$35.92</b>
<b>Maintenance II</b>	<b>\$24.61</b>	<b>\$25.82</b>	<b>\$26.91</b>	<b>\$28.07</b>	<b>\$29.23</b>	<b>\$30.56</b>
<b>Painter</b>	<b>\$29.25</b>	<b>\$30.62</b>	<b>\$31.86</b>	<b>\$32.47</b>	<b>\$34.67</b>	<b>\$36.26</b>
<b>Grounds</b>						
<b>Gardener I</b>	<b>\$22.74</b>	<b>\$23.82</b>	<b>\$24.79</b>	<b>\$25.86</b>	<b>\$26.96</b>	<b>\$28.16</b>
<b>Gardener II</b>	<b>\$18.57</b>	<b>\$19.49</b>	<b>\$20.31</b>	<b>\$21.18</b>	<b>\$22.05</b>	<b>\$22.98</b>
<b>Housekeeping</b>						
<b>Lead Housekeeper</b>	<b>\$21.23</b>	<b>\$22.19</b>	<b>\$23.14</b>	<b>\$23.91</b>	<b>\$24.94</b>	<b>\$25.85</b>
<b>Housekeeper or Laundry Person</b>	<b>\$18.92</b>	<b>\$19.85</b>	<b>\$20.69</b>	<b>\$21.57</b>	<b>\$22.47</b>	<b>\$23.41</b>
<b>Drivers</b>						
<b>Resident Transportation</b>	<b>\$21.91</b>	<b>\$22.97</b>	<b>\$23.95</b>	<b>\$24.94</b>	<b>\$26.10</b>	<b>\$27.28</b>