



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

**Novato Healthcare Center
Brius**

July 23, 2021 – April 30, 2024

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

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

Weingarten Rules/Statement:

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

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

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

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

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

This page is for informational purposes only and is not part of the collective bargaining agreement

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ARTICLE 1 – AGREEMENT

This Agreement is made and entered into this 23rd day of July 2021 by and between Novato Healthcare Center (the “Employer” or “Company”) and the National Union of Healthcare Workers (hereinafter referred to as the “Union” or “NUHW”).

ARTICLE 2 – PREAMBLE

The Parties to this Agreement recognize that it is in their mutual interest and for the protection of the patients and residents to have efficient and uninterrupted operation of the Facility. This Agreement is for the purpose of establishing clear terms and conditions of employment that such results will be possible.

The Employer and the Union agree that all employees, managers and Union representatives are to treat each other with respect and dignity, and that this shall also apply in providing services to residents and visitors.

The Parties agree with the objective of achieving the highest level of employee performance and production, consistent with safety, good health and sustained effort. Both the Employer and the Union will use their best efforts to effectuate this objective.

ARTICLE 3 – RECOGNITION

Pursuant to NLRB Case 20-RC-160065, the Employer recognizes the National Union of Healthcare Workers as the exclusive collective bargaining representative of its employees at Novato Healthcare Center. The bargaining unit shall consist of:

All regular full-time, regular part-time and per diem employees employed by the Employer in service and technical positions including employees in the following job classifications: Certified Nursing Assistant, Restorative Nursing Assistant, Licensed Vocational Nurse, Laundry Aide, Dietary Cook, Dietary Aide / Kitchen Helper, Maintenance Assistant, Medical Records Assistant, Housekeeper, Janitor, Activity Coordinator, Activity Assistant, and Central Supply; but excluding all other employees, guards, and supervisors as defined in the Act.

ARTICLE 4 – MANAGEMENT RIGHTS

Except to the extent abridged, delegated, granted or modified by a provision of this Agreement, the Employer reserves and retains the responsibility and authority that the Employer had prior to the signing of this Agreement, and these responsibilities and authority shall remain with management. It is agreed that the Employer has the sole and exclusive right and authority to determine and direct the policies and methods of operating the business, subject to this Agreement. Without limiting the foregoing, the responsibilities and authority of management include the right to:

1. Manage, direct and control its property and workforce;
2. To conduct its business and manage its business affairs;
3. To direct its employees;
4. To hire;
5. To assign work;
6. To transfer;
7. To promote;
8. To demote;
9. To layoff;
10. To recall;
11. To evaluate performance;
12. To determine qualifications;
13. To discipline;
14. To discharge;
15. To adopt and enforce reasonable rules and regulations;
16. To establish and to effectuate existing policies and procedures including but not limited to a drug\alcohol testing policy and an attendance\tardiness control policy;
17. To establish and enforce dress codes;
18. To set standards of performance;
19. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
20. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;
21. To determine if and when positions will be filled;
22. To establish or abolish positions;
23. To discontinue any function;
24. To create any new service or function;
25. To establish rules and regulations regarding employees' use of the parking lot, including, but not limited to, establishing, increasing or decreasing the number of parking spots available for bargaining unit employees;

26. To promulgate, eliminate, modify, post and enforce rules and regulations governing the conduct and acts of employees during working hours;
27. To determine employee benefits;
28. To subcontract bargaining-unit work,
29. To require that duties other than those normally assigned to be performed;
30. To establish, change, combine or abolish job classifications;
31. To discontinue or reorganize or combine any department or branch of operations;
32. To evaluate or make changes in technology and equipment. In the event employees request clarification on the application of new technology or use of new or different equipment, the Employer will meet and discuss the issues with the affected employees;
33. To establish total bargaining unit hours needed to staff the facility; to increase or decrease bargaining unit hours; to call off employees before the start of their shifts; to send employees home during their shifts; to establish shift lengths.
34. To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
35. To determine and schedule when overtime shall be worked;
36. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
37. To determine the appropriate staffing levels required at the facility; and
38. Determine the appropriate mix of employees, by job title, to operate the facility.

The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

The Employer's Rules and Regulations as set forth in the Employee Handbook shall apply to all Union employees to the extent that such term, condition, policy or procedure is not inconsistent with this Agreement. It is understood that the contract provisions govern in the event of a conflict. If the Union believes that any such term, condition, policy or procedure is in conflict with this Agreement, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. These Rules and Regulations are subject to change at the sole discretion of the Employer.

Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity.

The Employer shall have the unilateral right to modify the terms or conditions of employment of covered employees, which are not the subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to meet and discuss the changes with the Employer, if requested by the Union within ten (10) days of notice of the change.

ARTICLE 5 – UNION SECURITY

5.1 UNION MEMBERSHIP REQUIREMENTS

- a. 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 31st day after employment or the 31st 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 Article and shall afford each such employee fifteen (15) workdays, 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 Article within said fifteen (15) workdays, 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.

5.2 NOTICE TO NEW EMPLOYEES

At the time a new employee who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice (form to be provided by the Union) stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization form. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers and email addresses.

5.3 DEDUCTION 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 fifteen (15) days from the date of the second payroll of each month. 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. If no payment is transmitted for an employee, 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 which may be made by any person by reason of the dues/fees deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

5.4 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 (5th) of each month:

- a. List of all members of the bargaining unit including full name, employee id number, home address, home phone number, cell phone number, email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
- b. List of new hires including full name, employee id number, home address, home phone number, cell phone number, email address, department, department code, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of hire; and
- c. List of terminations including full name, employee id number, date of termination and reason for termination (e.g., resignation, discharge, layoff, retirement); and
- d. List of transfers including full name, employee id number, former department and new department, department code, former classification and new classification, classification code, shift, status (e.g., regular full-time, regular part-time, per diem, temporary), and date of transfer.

5.5 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 fifteen (15) days from the date of the second payroll of each month. 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 which may be made by any person by reason of the COPE deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

ARTICLE 6 – PROBATIONARY PERIOD (INTRODUCTORY PERIOD)

The service of any new employee shall be probationary for a period of ninety (90) days from the first day of employment. The probationary period shall be thirty (30) days for an employee who transfers into a position different from that which the employee was hired into. During their probationary period, employees shall be subject to discipline/dismissal without having recourse to the grievance and arbitration procedure herein provided. The probationary period can be extended at the sole discretion of the Employer for up to 60 days upon notice to the Union. Any absence exceeding one (1) week during the probationary period will automatically extend the introductory period by the length of the absence. During the probationary period, employees shall not be entitled to any company sponsored benefits, unless required by law, except for those employees whose status as probationary is due to them moving from one position to another. Upon completion of the probationary period, employees shall be placed on the regular seniority list and seniority shall commence as of the date of hire. No questions concerning the disciplining or discharge of probationary employees shall be subject to the grievance and arbitration procedure.

In the event an employee who transfers into a different position from that into which they were hired is unable to perform the functions of the new position, the Employer may, at its discretion, offer to return the employee to their previously held position.

The Employer shall provide to the Union, upon request, evidence of the reason for dismissal. This paragraph will be subject to the grievance and arbitration procedure.

ARTICLE 7 – DISCIPLINE

7.1 PRINCIPLES

The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Policies, provided such policies are not inconsistent with this Agreement. The Employer agrees to use fair and reasonable judgment in the administration of discipline.

The Grievance Procedure appearing under Article 14 is the minimum standard and shall apply to all cases of discipline of Union members except Employer Policies that provide greater protection shall be substituted as determined individually by each employer and

the Union. The Shop Steward may meet and discuss any disciplinary action of a Union member with Employer.

The Employer shall notify the Union and all employees and post House Rules for ten (10) days before changing the existing House Rules or adopting new House Rules. Said House Rules shall not be unlawful nor in conflict with the provisions of this Agreement.

7.2 PATIENT ABUSE ALLEGATIONS

In recognition of the special importance of resident care issues, allegations of resident care abuse by any employee of the facility shall be handled with special recognition of their seriousness and sensitivity. In cases not involving resident care issues, just cause shall have the traditional meaning of "cause" under traditional labor law principles.

In cases involving resident care, the standard of "cause" shall be met if the Employer had a reasonable belief that the alleged actions or failure to act occurred. The Employer agrees to submit to the arbitrator the investigation that the State of California Department of Health conducted on the incident in dispute. Upon review of that report the arbitrator shall give consideration in any findings he/she may render in the case.

If the Arbitrator determines in a resident care case that the above-defined just cause standard was met, he/she should not change the discipline given by the Employer except in extraordinary circumstances. In reviewing whether the Employer's belief was reasonable, the Arbitrator's review may include:

- a. the appropriateness of the Employer's investigation;
- b. the strength of the evidence supporting the allegation;
- c. the employee's work history;
- d. the resident's complaint history;
- e. the resident's cognitive ability;
- f. physical evidence, if any; and
- g. other such factors traditionally reviewed in disciplinary cases. It is agreed that the arbitrator shall accept a written statement signed by the resident or family member in lieu of his or her sworn testimony.

ARTICLE 8 – UNION REPRESENTATIVES AND SHOP STEWARDS

A single official representative of the Union will be permitted to visit the facility to ascertain that the provisions of this Agreement are being observed and to confer with employees covered by this Agreement during their non-work time and in non-work areas. Such visits shall not interfere with the operation of the nursing home or the performance of the employees' duties. Any contact between the Union Representative and on-duty employees shall be limited to common pleasantries. The official representative must provide the Employer a minimum of 24 hours' notice prior to a visit to the facility. In the event the Union representative wishes to enter the

facility on less than 24 hours' notice it can make a request to the Employer. The Employer shall not unreasonably deny such request. Such notice shall be provided to the Administrator or his/her designee. Immediately upon entering the facility, the Union Representative shall inform the manager in charge of his/her presence at the facility. The manager in charge may be the Administrator, Director of Nursing, house supervisor or other senior manager on duty.

The Union will furnish the name of the single authorized representative, and the Employer is obliged only for admission of such authorized representative.

In addition, in the event the Employer finds the actions of the official representative to be disruptive to its operations, it may ask the official representative to leave the facility and the official representative shall immediately comply. In the event this occurs, the Union and the Employer shall schedule a meeting within 7 days to determine the conditions under which the official representative may return to the facility. The Union shall be free to appoint in writing an alternate official representative during the period of time the primary representative is not permitted in the facility. In the event the Employer and Union cannot reach an agreement, the matter shall be submitted to mediation before the FMCS.

At the discretion of the Employer, the Union may appoint a second representative to the facility for a limited duration. In the event the Union desires to appoint a second representative, it shall notify the Employer of the name of the second representative, the reason why a second representative is needed and the duration of the appointment. The Employer shall respond to the request within ten (10) calendar days. The second representative, if approved, shall comply with and be bound by all the provisions of this Article.

The Union may designate one shop steward per 20 bargaining unit members (rounded up). The Union will provide the names of the duly authorized Shop Stewards to the Employer upon request as well as any changes thereto.

The Employer agrees to create a shop steward bank of 18 hours/steward/year to perform the duties of a shop steward. Hours will be shared among shop stewards. The bank will be pre-loaded at the beginning of each calendar year. Steward hours shall not roll over from year to year.

Shop Stewards will obtain permission from their immediate supervisor before leaving their work area to conduct Union business. Such permission shall not be unreasonably denied assuming patient care is not compromised.

The Employer shall allow Shop Stewards to visit the facility before or after their shift on days on which they are scheduled to work to ascertain whether or not the Agreement is being observed and to assist in investigating grievances and complaints. Any Shop Steward doing so shall not interfere with the operation of the nursing home or the performance of the employees' duties, and any contact between off-duty Shop Stewards and on-duty employees shall be limited to common pleasantries. A Shop Steward may visit the facility on their days off but shall not enter a patient care area without permission from a supervisor or manager. Any Shop Steward who, in

their capacity as an employee, has cause to enter the facility on a day off may stay to perform the role of Shop Steward if so requested by the Employer or another employee.

Shop Stewards shall not direct any employee how to perform or not perform his/her work in his/her role as a Shop Steward, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Employer or any other employee. Any contact between the off-duty shop steward and on-duty employees shall be limited to common pleasantries. Such stewards shall not transact any business on the working time of the other employees. The stewards' activities shall not interfere with the operation of the nursing home or the performance of the employees' duties. The stewards may only meet with the members in the break room while in the performance of their duties.

ARTICLE 9 – UNION ORIENTATION

The Employer agrees to allocate at least fifteen (15) minutes during new employee orientation for a Union Steward to orient new employees to the Union. The Employer will release from their duties, assuming patient care needs can be met, one (1) steward per scheduled orientation. The Union is responsible for informing the Employer of the steward to be released in a timely manner.

In the event a steward cannot be released as indicated above, the Employer will arrange for an alternate date and/or time for the Union Steward to conduct the Union portion of the orientation.

The Union agrees to provide the name or names of such stewards that will present at new employee orientations. It is the intent of the Union to minimize the number of changes to the presenter.

Attendance during this portion of orientation is voluntary, but will be paid time for new employees.

A Union Representative may be present in addition to the steward.

ARTICLE 10 – ANNUAL PHYSICAL EXAMS

Employees will be required to complete a health-screening questionnaire, which shall be reviewed by the Employer. Employees must also satisfactorily pass a health examination within seven (7) days of employment. This will consist of a routine physical by the facility physician and a TB screening. Every employee is required, as a condition of employment, to have a physical annually, done without a charge to the employee. If, as a result of this physical, the facility physician requires special tests, such tests will be done at the employee's expense.

Employees will not be permitted to work if they have symptoms or signs of communicable disease, infected skin lesions, or a health condition that presents a threat to the health and safety of the residents or fellow employees.

Any employee may use a licensed California physician of their choice for the required annual physical examination, but it will be at the employee's expense if other than the facility physician is used.

ARTICLE 11 – EDUCATIONAL PROGRAMS

When the Employer provides in-service education for employees, the Employer will utilize its best efforts to schedule employees so they are able to attend the in-service. Employees attending Employer provided in-services will be paid for the duration of the in-service.

The Employer will schedule sufficient in-service programs to facilitate employees maintaining relevant licenses and certifications.

ARTICLE 12 – BULLETIN BOARD

The Union shall have exclusive use of a bulletin board of approximately two feet by three feet (2'x3') in each employee break room. The Union further agrees not to post material on the board that is false or derogatory of the Employer.

ARTICLE 13 – HIRING AND VACANCIES

The Employer may hire employees from any source. Any person may be employed who, in the opinion of the Employer, will make the best employee, and the Employer shall be the sole judge of the fitness of any applicant for employment.

Bargaining unit vacancies will be posted for three (3) consecutive days. Existing employees interested in a posted vacancy shall make application with the posting.

The posting will include the date of the posting, job classification, shift, weekly scheduled hours, and application deadline. If merit and ability are relatively equal, the position shall be awarded to the most senior qualified internal applicant.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.

All grievances must be presented in writing at every step. Such writing shall specify in detail the acts upon which the grievance is based and the particular provisions of this

Agreement allegedly violated by said acts. Failure to properly present a grievance in writing, as set forth in Step 2 below, within twenty (20) days of the date the employee became aware of the issue in dispute, or should have become aware of such issue, shall constitute a waiver of such grievance and bar all further action thereon, unless it is a “continuing violation” as that term is defined under the law. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step. It is mutually understood and agreed that nothing herein will prevent an employee from discussing any problem with her/his supervisor or other representative of Management at any time, with or without her/his Union steward, prior to initiating a formal grievance. Deadlines described in this Article may be extended only by mutual agreement between the Union and the Employer.

a. Step 1

An employee may present her/his complaint to her/his Department Head before initiating the more formal grievance steps below. If the parties cannot resolve the dispute before the Step 2 written grievance is due as described herein, then the provisions which follow shall apply.

b. Step 2

If the matter is not resolved at Step 1, it shall be reduced to writing and presented to the facility Administrator within the time frame described above (i.e., within twenty [20] days of the date the employee knew or should have known about the issue, except if a continuing violation). The Union Representative or the Shop Steward and the facility Administrator shall then arrange a mutually agreeable date to meet within seven (7) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The facility Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step 2 meeting. The Step 2 response will settle the matter unless appealed to Step 3.

c. Step 3

If the parties are unable to resolve the dispute at Step 2, the matter shall be presented to the Regional Director of Operations or his/her designee within seven (7) calendar days of the Step 2 response date or (if no Step 2 meeting is held) from the end of the 7-day period during which the Step 2 meeting should have been held. The Union Representative or the Shop Steward and the Regional Director of Operations or his/her designee shall then arrange a mutually agreeable date to meet within seven (7) calendar days from the receipt of such grievance for the purpose of attempting to settle the matter. The Regional Director of Operations or designee will respond in writing within ten (10) calendar days of the Step 3 meeting.

14.2 ARBITRATION PROCEDURE

If a grievance is not settled under the Employer's grievance policy, the Union may refer it to arbitration within fifteen (15) days of the Step 3 response date or response due date, or (if no Step 3 meeting is held) from the end of the 7-day period during which the Step 3 meeting should have been held. The Union's request for arbitration must be made in

writing, by the fifteenth (15) day, after the Employer's answer to the last step in the grievance procedure has been served on the Union, or after the Employer's failure to answer or after the end of the 7-day period during which the Step 3 meeting should have been held, or the grievance will be deemed to have been resolved on the basis of the Employer's last answer and will not be arbitrable. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

The Arbitrator shall be selected from the AAA's Labor Arbitration Rules Panel who shall arbitrate grievances regarding employee terminations and other agreed issues. The Union shall submit the unresolved grievance in writing to the Arbitrator with a copy to Employer.

The Arbitrator may consider and decide only the particular grievance presented to him in a written stipulation by the Employer and the Union, and his decision shall be based solely upon an interpretation of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the Arbitrator at a time, unless the parties mutually agree otherwise.

The cost of arbitration, which shall include the fees and expenses of the Arbitrator, the Court Reporter and the transcript shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost.

Occurrences prior to the execution date or subsequent to the expiration date of this Agreement shall not be subject to arbitration.

Since it is important that grievances and arbitrations be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence and any grievance shall be waived if not appealed to the next step or to arbitration within the time limits set forth herein.

The parties agree that the arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of their sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. The parties agree that neither shall call a resident, patient or family member as a witness. However, if a resident or family member wishes to voluntarily appear at an arbitration – without coercion of any kind by or on behalf of any party -nothing in this Article shall prohibit him/her from doing so.

In terminations stemming from suspected or actual resident abuse, both the Union and the Employer agree to stipulate to the following facts:

- a. Both the Employer and the Union are committed to an environment where residents are free from any form of abuse.
- b. Both the Employer and the Union agree that resident abuse is a violation of a resident's rights and California and federal law.
- c. When a resident makes an allegation of abuse, assuming the resident does not suffer from severely impaired cognitive state such that his or her allegations should not be believed, the Employer is obligated and permitted to consider the resident's allegations as accurate.
- d. The arbitrator shall uphold the termination if the employee is unable to establish by a preponderance of the evidence that the resident was lying or mistaken.
- e. Reinstating an employee previously accused of resident abuse could expose the Employer to additional liability if the employee engages in that type of behavior in the future.
- f. The parties agree to stipulate before the arbitrator that the facility is bound by the definition of abuse contained in applicable state and federal regulations.
- g. The Employer has a zero-tolerance policy regarding abuse and employees are aware of this fact.
- h. All employees of the Employer are trained in recognizing and reporting elder and dependent abuse and are mandated by law to report the same even if they doubt the veracity of the allegations. An employee must report a known or suspected instance of abuse if he or she:
 - i. has observed or has knowledge of an incident that reasonably appears to be abuse;
 - ii. has been told by an elder or dependent adult that he or she has experienced behavior constituting abuse; or
 - iii. reasonably suspects that abuse has occurred.

ARTICLE 15 – NO STRIKE/NO LOCKOUT

- 15.1 During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, any kind of hand billing, stoppage of work, retarding of work or boycott, or any other activities which interfere, directly or indirectly, with the Employer's operations at this facility. The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

- 15.2 The Company shall have the unqualified right to discharge or discipline any or all employees who engage in any conduct in violation of this Section.
- 15.3 Should any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott, whether it be of a primary or secondary nature, and/or any other activity which interferes, directly or indirectly, with the Employer's operation and/or the operation of any facilities for which the Employer provides services, the Union, within twenty-four (24) hours of a request by the Employer, shall:
- a. Publicly disavow such action by the employees;
 - b. Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
 - c. Post notices on Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.
- 15.4 The Union's actions detailed above, and the performance thereof, shall relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Section of the collective bargaining agreement.
- 15.5 The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other union and any slowdown, sit down, walk out, sick out or any withholding of labor during working hours for any unexcused reason.

ARTICLE 16 – SAVINGS

If any provision of this Agreement or the application of such provision to any person or circumstances is ruled contrary to law by any Federal or State court of last resort or duly authorized agency, the remainder of this Agreement shall not be affected thereby. In the event of such invalidation of a provision of the Agreement, the parties shall negotiate an appropriate substitute provision.

ARTICLE 17 – LOCKERS

Where lockers are available, the Employer shall provide a locker for use by the employee during their shift.

ARTICLE 18 – LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee may be convened by either the Employer or the Union to discuss the following issues: training, education, career ladder advancement, quality of care,

delivery of services to the residents, and staffing on a quarterly basis. The Committee shall be composed of up to two (2) representatives of the Employer and three (3) employees and one (1) member of the Union staff. The parties shall schedule meetings with at least seventy-two (72) hours advance notification. Meetings shall last a maximum of sixty (60) minutes unless extended by mutual agreement of the parties. The party requesting the meeting shall submit a written agenda at the time the request is made. The Employer reserves any rights it may have to resolve an issue prior to the scheduled meeting. Employees will be paid for attendance at the Labor-Management Committee.

The parties shall hold such meetings on no more than a quarterly basis unless mutually agreed to by the Employer and the Union.

ARTICLE 19 – CONTAGIOUS DISEASE

In the event there is a contagious disease in the facility that requires the Employer to notify an outside government agency, the Employer shall notify the employees who might be directly exposed to the disease.

ARTICLE 20 – JOB DESCRIPTIONS

The Employer shall maintain descriptions setting forth job duties for the classifications of work covered by this Agreement. Job descriptions for each classification will be reasonably related to the operational needs of the facility. Job descriptions will be made available to employees and the Union upon request. Employees are expected to be familiar with the duties required in their job description.

20.1 DIVISION OF LABOR

The Employer recognizes a division of labor between nursing, dietary, environmental service and other departments. Housekeeping and laundry classifications will be under environmental services. It is understood that laundry and housekeeping are separate classifications. Employees in the different departments will work together as a team.

20.2 NEW CLASSIFICATIONS

Any new classifications instituted during the life of this Agreement not included in Appendix A shall be subject to negotiations between the Union and the Employer.

ARTICLE 21 – CATEGORIES

The Company allows only one (1) employee status change per year.

Exceptions will be reviewed on a case-by-case basis and may be granted only if the status change is justified by business necessity and approved by the facility administrator or regional director in the administrator's absence.

21.1 REGULAR EMPLOYEES

Employees who have completed their introductory period of employment. Such employees may be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works. Eligibility for health insurance will be pursuant to the minimum requirements set forth by the Affordable Care Act. In the event that portion of the Affordable Care Act relating to eligibility for health insurance is repealed, only those employees defined as full-time below shall be eligible to participate in the Employer's health insurance program.

21.2 FULL-TIME EMPLOYEES

Regular full-time employees are those normally scheduled to work and who do work a schedule of at least 35.0 hours per week. Regular full-time employees may be eligible for employee benefits after completion of the benefits-eligibility waiting period.

21.3 PART-TIME EMPLOYEES

Part-time employees are those who are scheduled to work and who do work a schedule of at least 25.0 hours per week, but less than a full-time schedule. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are not entitled to any company-sponsored benefits, except as required by law. Any existing part time employee who as of June 1, 2017 enjoys pro-rated vacation or holiday pay, shall continue to do so.

21.4 ON-CALL EMPLOYEES

On-Call employees are those working on an irregular basis. On-Call employees are not entitled to any company-sponsored benefits, except as required by law.

21.5 RECLASSIFICATION (NON-AFFORDABLE CARE ACT PURPOSES)

On June 30th and December 31st of each year, for any individual who has been employed for a minimum of six (6) months, the Employer will review the average total hours paid per week over the preceding months to determine whether they should be classified as full-time, part-time or on-call for the next six (6) month period. Protected leaves of absence shall not count against an employee for the purposes of reclassification.

ARTICLE 22 – HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS AND PAY DAYS

22.1 This Article is intended to define the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

- 22.2 A straight-time day's work shall consist of not more than eight (8) hours, excluding the one-half (1/2) hour meal period. The straight-time work week shall consist of not more than forty (40) hours.
- 22.3 The Employer reserves the right to modify the workweek or workday for some or all of its employees at its sole discretion.
- 22.4 The regular day (for the purposes of determining the payment of overtime) shall begin at 12:01 a.m. and ends 24 hours later.
- 22.5 The regular work week will be a period of seven (7) consecutive days commencing on Sunday and ending on Saturday.
- 22.6 Employees are entitled to one fifteen (15) minute rest period without deduction in pay for every four (4) hours worked. Meal periods shall be in accordance with California law.
- 22.7 Overtime shall be paid in accordance with state and federal law. The Employer may schedule mandatory overtime to meet the needs of the operation and shall be distributed on the basis of reverse seniority on a rotation basis. The Employer will take into account second jobs and childcare obligations in assigning mandatory overtime.
- 22.8 There shall be no pyramiding of overtime.
- 22.9 Reporting pay shall be handled in accordance with state law.
- 22.10 Employee schedules shall be posted at least ten (10) days prior to the first workday on the schedule. Change to the posted schedule may be made by the Employer to meet the needs of the business upon 24 hours' notice to the employee. Provided however that the Employer maintains the right to send employees home after the start of their shift and before their shifts.
- 22.11 Meal and rest periods shall be handled in accordance with California law. Employees shall be allowed to leave their workstations during rest periods. Employees shall be allowed to leave the premises during their meal periods.
- 22.12 The Employer will utilize its best efforts to avoid the use of split shifts. If during this Agreement the Employer should desire to institute the concept of split shifts, the Employer shall notify the Union. In assigning workers to split shifts, the Employer shall first ask for volunteers and then assign qualified employees on the basis of reverse seniority. In the event the Employer implements split shifts it shall do so only as long as necessary.
- 22.13 The Employer will utilize its best efforts so that employees have two consecutive days off per week when possible.

22.14 SHIFT DIFFERENTIAL

A shift differential of \$0.75 per hour shall be granted to all qualified employees working the overnight shift (11:00pm to 7:00am).

To qualify for the overnight shift differential the employee must work a minimum of four (4) hours during the shift differential period. Hours worked before the shift differential period will be paid at the employee's straight-time rate.

The shift differential will be included in the calculation of the overtime rate for hours worked that are subject to payment of shift differential. However, this shift differential shall not be included in the rate of pay for paid time off.

ARTICLE 23 – NO DISCRIMINATION

Neither the Employer, the Union nor any employee shall discriminate for or against any employee, applicant for employment, or resident, on account of membership in the Union or Union activity, race, color, religion, creed, national origin or ancestry, age, sex, marital status, physical or mental disability, medical condition, veteran status, sexual orientation, or any other basis protected by federal, state or local law. All such discrimination is unlawful. The Employer's commitment to equal opportunity employment applies to all persons involved in the operations of the Employer and the Employer prohibits unlawful discrimination by any employee of the Employer, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the Employer will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Administrator and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. If the accommodation is reasonable and will not impose an undue hardship, the Employer will make the accommodation. The Employer may also propose an alternative accommodation(s).

If an employee believes he/she has been subjected to any form of unlawful discrimination, or is aware of an incident of discrimination involving another employee, he/she should submit a complaint, preferably in writing, to the Administrator. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Employer will immediately investigate and attempt to resolve the situation.

If the Employer determines that unlawful discrimination has occurred, disciplinary action, up to and including discharge, will be taken. Appropriate action will also be taken to deter any future discrimination. The Employer will not retaliate against any employee for using the complaint procedure or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the Employer, or any federal or state enforcement agency.

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

In accordance with applicable law, the Employer prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, medical condition, marital status, sexual orientation, age, or any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated. The Employer is committed to taking all reasonable steps to prevent harassment from occurring.

ARTICLE 25 – PERSONNEL RECORDS

25.1 EVALUATIONS, WARNINGS AND RECORDS

The Employer shall make available to employees copies of evaluations, disciplinary actions and other documents in their personnel files. Signature endorsements by the employee shall be encouraged for all items listed. An employee's signature on an evaluation or disciplinary document means only that the employee has read and understands the document. Employees may place in their file written comments regarding such material within two (2) weeks of the time of presentation.

The Employer may use disciplinary warnings or actions in the progressive disciplinary process. Periodic performance evaluations are not disciplinary and grievable.

25.2 INSPECTION OF PERSONNEL RECORDS

No one except the affected employee and authorized management personnel shall be allowed to review or inspect an employee's personnel file or records unless required by law, the employee's written permission is given to the Employer's designee, or disclosure is required in order to cooperate with state and federal enforcement or administrative agencies. Inspections will be conducted in the presence of a management representative at a mutually convenient time.

25.3 CONFIDENTIALITY OF MEDICAL INFORMATION

Health/medical records are confidential and not part of an employee's personnel file. The Employer will safeguard these records from disclosure and will divulge such information only as:

- a. allowed by law;
- b. to the employee's personal physician upon written request with permission of the employee; or
- c. as required for workers' compensation cases.

ARTICLE 26 – SENIORITY

Seniority shall be defined as an employee's length of continuous employment at the facility with this Employer in full-time or part-time bargaining unit position.

In filling any vacancy, all qualified employees shall be preferred over outside applicants provided patient care is not impacted in a negative fashion. Between existing employees, seniority shall govern provided patient care is not impacted in a negative fashion.

Any necessary lay-off shall be in reverse order of seniority provided patient care is not impacted in a negative manner. Recall from lay-off shall be in order of seniority provided patient care is not impacted in a negative fashion.

Facility seniority within a classification shall apply in vacation scheduling, subject to the requirements of patient care.

Seniority shall be broken by reason of voluntary quit, discharge for cause, failure to return from an authorized leave of absence, accepting employment elsewhere while on leave, failure to return from layoff upon proper recall by the Employer, upon notification by the postal service that a certified notice of recall was undeliverable, or unemployment for six (6) months. An employee whose seniority is lost for any of the reasons outlined above shall be considered a new employee if the Employer again employs him/her. The failure of the Employer to rehire said employee after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

It shall be the responsibility of the employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing of any such changes within two (2) days of the date of any change.

ARTICLE 27 – LAYOFF AND RECALL

A layoff is defined as an employee being informed by the Employer that his or her employment is coming to an end due to lack of work. No employee shall be laid off where there is registry or agency working performing work in the same job classification and the same shift of the layoff. In the event of a layoff, the Employer shall notify the Union at least fourteen (14) days prior to this proposed layoff in order to discuss the impact, unless exigent circumstances exist. Layoffs shall happen in reverse order of seniority beginning with the least senior employee in the affected job classification provided the Employer first asks for volunteers. Nothing in this Section is intended to limit the Employer's right to conduct layoffs in its discretion.

Employees shall be recalled in the following order: employees who took a voluntary layoff and then by seniority.

The Employer will notify employees of recall by certified mail or telephone call. Employees shall have three (3) calendar days to respond and must be available to return to work within forty-eight (48) hours.

The Employer will maintain employees on a recall list for twelve (12) months from date of layoff.

ARTICLE 28 – NOTICE OF SALE

In the event of a sale, closure, transfer, or assignment of the facility, the Employer will utilize its best efforts to give the Union sixty (60) days written notice including the name, address, and labor relations contact of the prospective new operator.

ARTICLE 29 – SUBCONTRACTING

- 29.1 The Employer reserves the right to subcontract any and all bargaining unit work. The Employer agrees to meet and confer with the Union prior to making such a decision. The subcontractor will hire the facility's employees impacted by the subcontracting decision so long as they are eligible for employment – citizenship, necessary licensure (if applicable), and not on any state or federal exclusion list. The Employer will require the subcontractor to recognize the Union as the bargaining representative of employees performing such work. The Employer will also require the subcontractor to honor the subcontracted employees' date of hire at the facility for seniority purposes and to abide by the terms of this Collective Bargaining Agreement by executing the attached Letter of Assent.
- 29.2 Nothing in this provision shall require the subcontractor to offer the same medical or dental insurance plans, or the same retirement plan, disability plan, and group life insurance plan and may also implement its own time off plan.
- 29.3 Nothing in this provision shall require the subcontractor to continue in effect the contractual vacation and sick leave provisions provided that the subcontractor offers a comparable amount of time off as the total time off amounts for vacation and sick leave contained in this contract.
- 29.4 The Employer further agrees that in the event the agreement between the Employer and a subcontractor is terminated and the work formerly being performed by the subcontractor will now be performed by the Employer, the Employer will:
- a. Hire the formerly subcontractor's employees (so long as they are eligible for employment-citizenship, necessary licensure (if applicable), and not on any state or federal exclusion list).
 - b. Honor the formerly subcontracted employees' date of hire for seniority purposes.

- c. Agree that the formerly subcontracted employees will be covered by the terms of this Agreement.

ARTICLE 30 – SAFETY

The Employer will utilize its best efforts to provide a safe and healthful work environment. Employee safety concerns submitted in writing will be promptly and thoroughly investigated by the Employer.

The Employer will continue to abide by all current Injury and Illness Prevention, Safety and Health, Infectious Control, Workplace Safety and Security, and other safety related policies. If the Employer desires to modify the aforementioned policies, it shall provide a copy to the Union ten (10) calendar days in advance of implementation.

Violations of this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 31 – SHORT AND LONG-TERM DISABILITY

The Employer at its discretion may make available short term and long-term disability insurance plans. The costs associated with such plans shall be borne entirely by participating employees.

ARTICLE 32 – RETIREMENT

The Employer will have a 401k plan available for employees to make pretax contributions to for retirement purposes. There is no Employer match available.

ARTICLE 33 – VACATION PAY

Vacation Accrual: Full-time benefited employees shall accrue paid vacation based on compensated hours as follows:

33.1 ANNUAL VACATION ACCRUAL

Length of Employment	Annual Maximum Vacation Entitlement/Accrual Full-Time Employee	Accrual Rate Per Compensated Hour for Full-Time Schedule (40 hrs/wk or 2080 hrs/yr)	Accrual Rate Per Compensated Hour for 4-2 Schedule (or Comparable) (1947 hrs/yr)
Introductory Period to end of Year 2	1 week / 40 hours	0.01923	0.02054
Year 2 – end of Year 4	2 weeks / 80 hours	0.0385	0.0411
Year 5 – end of Year 10	3 weeks / 120 hours	0.0577	0.0616
Year 11	4 weeks / 160 hours	0.0769	0.0822

33.2 VACATION SCHEDULING

Employees shall be given preference on the basis of departmental seniority by shift in the choice of vacation periods. An employee shall submit their vacation request by February 1 of each year for vacation occurring from March 1 of the year through the end of February of the following year. Vacation schedules for that one (1) year period will then be made available by March 1. If staffing and work requirements do not allow the Department to grant all vacation requests from employees in a classification for the same time period, vacation will be granted by seniority regardless of the number of choices made by the employee or length of vacation time requested. Vacation requests not made by February 1 shall be granted on a first-come, first-served basis as allowed by staffing and work requirements. With regard to subsequent requests, written responses to an employee submitting a vacation request shall be given no later than two (2) weeks after the request is submitted. Approved vacation will not be cancelled except to meet operational requirements and the Employer has first utilized its best efforts to find alternative coverage.

33.3 OTHER PROVISIONS GOVERNING VACATIONS AND VACATION PAY

Vacation pay will be at the employee's straight time hourly wage rate at the time the vacation is paid.

Whenever possible, an employee's days off shall coincide with vacation scheduling.

If a Recognized Holiday occurs during an employee's vacation period, the employee will be given holiday pay for that day instead of using vacation hours.

Employees shall receive vacation pay for which they are eligible prior to commencement of their vacation, provided they request their pay in writing at least two (2) weeks in advance of the vacation period.

Vacations will be taken in blocks of no less than one (1) day.

Employees will be informed of their current accrual either on their check stubs, or upon request to the payroll department.

33.4 MAXIMUM VACATION ACCRUAL

Paid vacation may accrue to a maximum of two (2) times an employee's current annual accrual rate. For example, an employee who earns two (2) weeks of vacation compensation per year cannot accrue more than four (4) weeks of vacation compensation. Once an employee has accrued the maximum amount of paid vacation, no additional paid vacation will accrue. Only when the employee uses some paid vacation will the employee again begin to accrue paid vacation. However, there will be no retroactive accrual during the time the employee's vacation accrual was at the maximum.

33.5 PRO RATA PAY UPON TERMINATION

Employees who have completed the Introductory Period are entitled to pro-rated vacation upon termination.

33.6 VACATION CASH OUT

Twice a year, employees have the option of cashing out half (1/2) of their accrued, unused vacation, so long as employees retain at least twenty-five (25) hours of their accrued vacation hours. Employees may exercise the cash out option any time two (2) weeks before or two (2) weeks after their anniversary and once again six months later during the same four (4) week period.

ARTICLE 34 – PAID HOLIDAYS

34.1 RECOGNIZED HOLIDAYS

The Employer recognizes the following days as paid holidays for full-time employees who have completed the Introductory Period.

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day
- g. Employee Birthday

34.2 HOLIDAY PAY FOR HOLIDAYS NOT WORKED

Full time benefited employees will receive holiday pay based on the employee's customary number of hours worked in a day up to a maximum of eight (8) if the employee does not work that holiday. When a holiday to which an employee is entitled falls within the employee's vacation time, the holiday pay will be added to the vacation.

34.3 HOLIDAY PAY FOR HOLIDAYS WORKED

In addition to receiving up to eight (8) hours of holiday pay, benefited employees who work on a recognized holiday will be paid at their straight-time hourly wage rate for the first eight (8) hours of work in the workday; at one and a half (1.5) times their straight-time hourly wage rate after eight (8) hours in the workday; and at two (2) times their straight-time hourly wage rate after twelve (12) hours in the workday. Holiday pay for a holiday not worked is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

34.4 ELIGIBILITY

To be eligible for holiday pay as herein provided, an employee must work the last scheduled workday immediately preceding the holiday and the first scheduled workday immediately following the holiday, unless excused by the Facility administrator or otherwise required by law.

34.5 HOLIDAY SCHEDULING

Holiday scheduling shall be by departmental seniority by shift, provided however that the Employer will use its best efforts to grant each full-time employee at least one of the following days off each year subject to staffing requirements and so long as no additional overtime is not created: Thanksgiving, Christmas, and New Year's.

If a holiday falls within jury duty or bereavement leave, the eligible employee will be paid for the holiday at the regular straight time rate.

ARTICLE 35 – HEALTH, DENTAL AND VISION

35.1 MEDICAL INSURANCE

The Employer will make available to all bargaining unit a health insurance plan or plans. The Employer reserves the right to introduce substantially similar plan(s) in its discretion. In the event the Employer decides to offer different or alternative health plan(s), it shall notify the Union ninety (90) days prior to any proposed implementation, if possible. The Union and the Employer will meet, if possible, in order to share with the Union the reasons for such changes.

35.2 DENTAL AND VISION INSURANCE

The Employer will make available a dental and vision plan to bargaining unit employees. The Employer reserves the right to change or modify the dental and/or vision plan it

offers. Bargaining unit employees shall pay all costs associated with the dental and/or vision insurance.

35.3 CONTRIBUTIONS BY THE EMPLOYER FOR FULL-TIME EMPLOYEES

The parties agree to the following contribution rates towards health insurance premiums, effective as soon as the changes can be implemented:

a. 1-4 Years of Service

- i. Kaiser DHMO HSA option. For full-time employees with fewer than five (5) years of service, the Employer will pay 70% of the premium for employee-only coverage for the Kaiser DHMO HSA plan, with the eligible employee paying the remaining 30% through payroll deduction unless a higher amount is required by the provisions of the Affordable Care Act.

In addition to the total amount the Employer pays for employee-only coverage, the Employer will pay 45% of the additional premium costs for the Kaiser DHMO HSA plan associated with each of the following categories of coverage: employee + spouse, employee + children, or employee + family. The eligible employee will pay the remaining 55%.

- ii. Kaiser HMO option. For full-time employees with fewer than five (5) years of service, the Employer will contribute the dollar amount equivalent of what it contributes towards the Kaiser DHMO HSA plan (70% for employee-only, and 45% for children, spouse, or family, respectively) toward the premiums associated with the Kaiser HMO option, with the eligible employee paying the remaining premium due through payroll deduction, unless a higher amount is required by the provisions of the Affordable Care Act.

b. 5-9 Years of Service

- i. Kaiser DHMO HSA option. For full-time employees with at least five (5) years of service but fewer than ten (10) years of service, the Employer will pay 80% of the premium for employee-only coverage for the Kaiser DHMO HSA plan, with the eligible employee paying the remaining 20% through payroll deduction.

In addition to the total amount the Employer pays for employee-only coverage, the Employer will pay 45% of the additional premium costs for the Kaiser DHMO HSA plan associated with each of the following categories of coverage: employee + spouse, employee + children, or employee + family. The eligible employee will pay the remaining 55%.

- ii. Kaiser HMO option. For full-time employees with at least five (5) years of service but fewer than ten (10) years of service, the Employer will pay 50% of the premium for employee-only coverage for the Kaiser HMO plan, with the eligible employee paying the remaining 50% through payroll deduction.

In addition to the total amount the Employer pays for employee-only coverage, the Employer will pay 35% of the additional premium costs for the Kaiser HMO plan associated with each of the following categories of coverage: employee + spouse, employee + children, or employee + family. The eligible employee will pay the remaining 65%.

c. 10+ Years of Service

- i. Kaiser DHMO HSA option. For full-time employees with ten (10) or more years of service, the Employer will pay 85% of the premium for employee-only coverage for the Kaiser DHMO HSA plan, with the eligible employee paying the remaining 15% through payroll deduction.

In addition to the total amount the Employer pays for employee-only coverage, the Employer will pay 45% of the additional premium costs for the Kaiser DHMO HSA plan associated with each of the following categories of coverage: employee + spouse, employee + children, or employee + family. The eligible employee will pay the remaining 55%.

- ii. Kaiser HMO option. For full-time employees with ten (10) or more years of service, the Employer will pay 65% of the premium for employee-only coverage for the Kaiser HMO option, with the eligible employee paying the remaining 35% through payroll deduction.

In addition to the total amount the Employer pays for employee-only coverage, the Employer will pay 40% of the additional premium costs of the Kaiser HMO option associated with each of the following categories of coverage: employee + spouse, employee + children, or employee + family. The eligible employee will pay the remaining 60%.

It is understood that the parties shall meet and confer concerning the premiums, percentages, and payments for the Employer and employees for any plan implemented during the term of this Agreement other than the two (2) above.

ARTICLE 36 – PAID SICK LEAVE

All employees including full time, part time, and on call, are entitled to participate in this benefit.

36.1 PURPOSE

You may use accrued unused paid sick hours in connection with the diagnosis, care or treatment of an existing health condition, preventive care for yourself or your immediate family member, or when you are the victim of domestic violence, sexual assault, or stalking.

For the purpose of this policy family member means:

- a. child – including biological, adopted, foster, and step children, legal ward or a child to whom the employee stands in loco parentis or the child of a registered domestic partner
- b. parent – including biological, adopted, foster, and step parent, legal guardian of an employee or of an employee’s spouse or registered domestic partner
- c. spouse or registered domestic partner
- d. grandparent
- e. grandchild
- f. sibling

36.2 ACCRUAL

Employees accrue up to 48 hours of paid sick leave per year at the rate of .0333 hour per hour worked.

Sick leave balances carry over from year to year; the accrual cap is 48 hours. If you reach this cap, no further paid sick days will accrue until you use some paid sick leave and your sick bank balance falls beneath the cap.

36.3 USAGE

Eligible employees may use up to 48 hours of accrued, unused sick leave in a calendar year.

If the need to use paid sick leave is foreseeable, you must provide reasonable advance notice to your supervisor or department head. If the need to use paid sick leave is not foreseeable, you must provide notice as soon as practicable. Use of paid sick leave may run concurrently with other leaves under local, state and/or federal law.

36.4 RETURN TO WORK

Employees who call in sick for four (4) or more consecutive days due to their own illness, or if the Employer has a reasonable belief that there is a pattern of sick leave abuse, may be required to provide their supervisor with a doctor’s note clearing them to return to work. Verification of sick leave to care for a family member may be required after four (4) or more consecutive days.

36.5 SEPARATION, RELOCATION AND REHIRE

Sick leave is not a vested benefit; therefore, you will not receive pay for unused sick leave at time of separation.

If the Company rehires you within one year of your termination date, the previously accrued but unused sick leave hours in your standard Sick Bank will be reinstated upon rehire.

ARTICLE 37 – PAID BEREAVEMENT LEAVE

After one year of employment, regular full-time employees are eligible for up to three (3) days of paid bereavement leave per year. Additional time off may be granted at the discretion of management and full-time employees with accrued, unused vacation may use such time to cover for absences occasioned by bereavement leave in excess of three (3) days. Full time employees with less than one (1) year of service and non-full-time employees shall be granted three (3) days of leave without pay in the event of a death of an immediate family member. If an employee wishes to take time off due to a death of an immediate family member, the employee should notify management. The Company defines “immediate family” as the employee’s spouse/domestic partner, parent, grandparent, child, stepchild, grandchild, sibling or parents and child(ren) of the employee’s spouse/domestic partner.

ARTICLE 38 – JURY DUTY

The Company encourages employees to serve on jury or witness duty when called. If an employee is required to serve as a juror or witness, he/she will be granted unpaid time off. In addition, employees may use any accrued, unused vacation they have to compensate for time lost due to jury duty.

Employees should notify their supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court is received. Employees may be required to provide written verification from the court clerk of performance of jury or witness service. If work time remains after any day of jury selection or witness duty, employees may be requested to return to work for the remainder of their work schedule.

An employee ordered by the court to be on “telephone standby” must continue to report to work on his/her scheduled workday. Employees on court ordered “telephone standby” may make reasonable use of a facility phone when calling the court to check on their reporting status.

ARTICLE 39 – GROUP LIFE INSURANCE

The Employer will make available group life insurance. All costs associated with such insurance will be borne by the employees.

ARTICLE 40 – IMMIGRATION AND PRIVACY RIGHTS

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

All employees of the Employer will be required to establish that they are eligible to work in the United States.

Any employee who is absent from work due to court or agency proceeding relating to immigration matters and who returns to work within 30 days of commencement of the absence, and who present documentation of appearance at such proceedings shall be reinstated to the position held by the employee prior to his or her absence.

ARTICLE 41 – EMPLOYMENT AND INCOME SECURITY

The Employer will staff to meet the needs of the residents and meet any nursing home per patient day ratios established by the State of California. This provision is not subject to the grievance and arbitration procedure set forth in this Agreement.

41.1 ADDING STAFF

The Employer agrees that in instances where it attempts to increase staffing, it will utilize its best efforts to increase staffing in the following ways and in the following order:

- a. Call employees who are not scheduled to work and ask them to work.
- b. Seek volunteers for overtime.
- c. Mandate overtime.
- d. Supplement the workforce with non-bargaining unit employees.

In seeking volunteers to work, the Employer shall utilize a list of employees by rotation seniority. When mandating overtime, the Employer shall utilize a list of employees by reverse rotation seniority.

41.2 REDUCING STAFF

The parties acknowledge that changes in staffing levels will be required to due census, acuity and other items. In light of the understanding above, when the Employer determines that a reduction in daily staffing is necessary, staff will be removed from scheduled shifts according to the following:

- a. Registry/agency/travelers;
- b. Any employee scheduled to work overtime by reverse seniority;
- c. Volunteers among affected classifications;
- d. Temporary employees;
- e. On all/per-diem employees;
- f. Part-time employees by rotation in order of reverse seniority;
- g. Full-time employees by reverse seniority by rotation in order of reverse seniority

41.3 WORKLOAD EXPECTATIONS

The Employer shall utilize its best efforts to distribute the workload equitably both within and across units. In the event that absences impact workload, the Employer shall be reasonable in its expectations of affected employees.

41.4 STAFFING MEETING AND MEDIATION

In the event the employees do not feel that staffing is sufficient to meet the needs of the residents, they may request a meeting to be held within ten (10) business days with the Administrator and Vice President of Operations (if one is in place), The meeting shall focus on appropriate staffing levels and what measures the Employer can take to address staffing concerns. Either party may request the participation of Federal Mediation and Conciliation Services in such discussions.

41.5 ADJUSTMENT OF LABOR HOURS

The Employer has the sole and exclusive right to determine the total number of labor hours needed to run its operations and can adjust that number upward or downward without consultation or notice to the Union. Nothing in this Section shall limit the Employer's right to call off employees or send them home before the end of their shift. In addition, the Employer enjoys the sole and exclusive right to determine the mix of job classifications needed to run its operations. The Employer also reserves the right to reduce scheduled hours or modify staffing patterns for some or all bargaining unit employees in a given classification in response to low daily census or other business conditions. Any inadvertent violations of this provision shall not result in economic compensation to any employee. Rather, any inadvertent violation shall be cured by offering the aggrieved employee the next available overtime hours consistent with his or her availability.

ARTICLE 42 – WAGES AND PAYDAYS

42.1 Wage rates and classifications are set forth in Appendix A attached and incorporated herein.

42.2 When an employee is specifically assigned by the facility to the temporary relief of an employee in a higher paid classification for four (4) hours or more, such employee shall be paid the rate of the higher paid classification at the applicable tenure step for all time worked while so assigned.

42.3 Paydays are the 10th and 25th of the month.

42.4 Vacation and sick leave accruals shall be included on each pay stub.

42.5 Any mistake in any employee's paycheck that is greater than \$50.00 that is not the result of an error caused by the employee shall be corrected and delivered to the facility within five (5) business days from time of notification, if notified by 12:00 noon, Monday

through Friday, of an incorrect paycheck by an employee to the administrator or payroll clerk. Payroll errors of \$50.00 or less shall be corrected on the next paycheck.

ARTICLE 43 – SUPPLEMENTAL TIME OFF AND LEAVE OF ABSENCE

The Employer will comply with all state, federal and local laws regarding time off and leaves of absences. Details can be located in the Employee Handbook.

ARTICLE 44 – SUCCESSORSHIP

In the event the facility covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will encourage the new owners, assignee, lessee or transferee to hire the existing bargaining unit employees and recognize the Union as their exclusive bargaining representative. The employee will utilize its best efforts to provide the Union ninety (90) days' notice of any sale, lease or other transfer, if possible. Such notice shall include the name and address of the prospective new owner or lessee. The Employer will have no monetary liability for the successor operator's breach of the provisions of this Section.

ARTICLE 45 – TRAINING AND ORIENTATION

The Union and the Employer agree that proper training and orientation is an important part of the provision of the quality patient care 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.

45.1 TRAINING STANDARDS

The Employer agrees that training standards/materials for bargaining unit positions shall be available upon request to bargaining unit employees.

45.2 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.

45.3 TRAINER PAY

Employees shall be paid a differential of \$0.50 per hour when conducting new employee training, including, but not limited to, having a new employee "shadow" an existing employee. In order to qualify for this differential, employees must receive prior approval from a supervisor or manager.

45.4 TRAINING COMPLETION

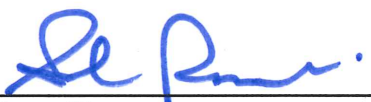
At the end of the training period, the trainer, along with the relevant supervisor or manager, will assess the readiness of the trainee to complete training and begin regular work. In the event the trainer can provide evidence that the new employee is not ready to begin regular work at the required standard of performance, the trainer may lodge a verbal objection with the appropriate manager or supervisor. Trainers will not be held responsible for the failure of an employee to perform once the training period is complete.

ARTICLE 46 – TERM

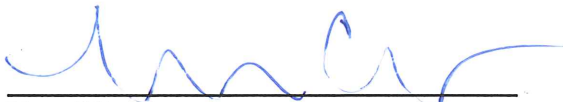
This Agreement shall be in full force and effect and shall remain operative and binding on the parties from date of ratification, July 23, 2021, until April 30, 2024, unless otherwise described herein. This Agreement shall continue in full force and effect from year to year thereafter unless one party, the Union or the Employer, shall give notice to the other, in writing, no more than ninety (90) days, but not less than sixty (60) days prior to the expiration date of this Agreement of a desire to change or modify or terminate this Agreement.

National Union of Healthcare Workers

Novato Healthcare Center



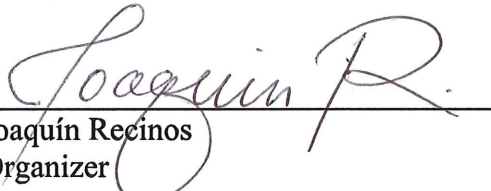
Sal Rosselli
President



Tom Wood
Vice President of Operations

Date: 5/31/2022

Date: 5/4/22



Joaquín Recinos
Organizer

Date: 05/26/22

NUHW BARGAINING COMMITTEE

Ida Bantilan
CNA

Jose "Joey" Chiong
Cook

Fredy San German
CNA

APPENDIX A – WAGES

1. The following shall be the minimum start rates for the following classifications. The Employer reserves the right to bring in new employees with rates higher than those listed below in its discretion.

	2021
Activity Assistant	15.50
Activity Coordinator	15.50
Central Supply	17.25
Certified Nursing Assistant	18.00
Dietary Aide / Kitchen Helper	15.00
Dietary Cook	16.00
Housekeeper	15.00
Janitor	15.00
Laundry Aide	15.00
Licensed Vocational Nurse	30.00
Maintenance Assistant	16.00
Medical Records Assistant	16.00
Restorative Nursing Assistant <i>(CNA with an RNA certification performing RNA duties)</i>	18.25

2. WAGE INCREASES

- a. Effective May 1, 2021, any employee with less than 120 days of service whose wage rate is less than the minimum listed above will be adjusted up to the minimum rate listed above if the employee is not already at or above that rate.
- b. Effective May 1, 2021, all bargaining unit employees with at least 120 days of service shall receive either the applicable minimum rate, or a pay increase of three (3) percent, whichever is greater. Such increase shall not be added to the minimum rates set forth above.

This increase will be offset by:

- i. Any increases the employee received on January 1, 2021 due to state minimum wage adjustments, and

- ii. Any other increases the employee received during the three hundred and sixty-four (364) days preceding May 1, 2021.
- c. Effective May 1, 2022, bargaining unit employees with at least one hundred and twenty (120) days of service shall receive an increase of two and one half (2.5) percent. Such increase shall not be added to the minimum rates set forth above.

This increase will be offset by:

- i. Any increases the employee received on January 1, 2022 due to state minimum wage adjustments, and
 - ii. Any other increases the employee received during the three hundred and sixty-four (364) days preceding May 1, 2022.
- d. Effective May 1, 2023, bargaining unit employees with at least one hundred and twenty (120) days of service shall receive an increase of two and one quarter (2.25) percent. Such increase shall not be added to the minimum rates set forth above.

This increase will be offset by:

- i. Any increases the employee received on January 1, 2023 due to state minimum wage adjustments (should there be any), and
 - ii. Any other increases the employee received during the three hundred and sixty-four (364) days preceding May 1, 2023.
- e. The offsets listed above shall be limited as follows:
 - i. If an employee receives a wage increase of X% owing to a state minimum wage adjustment on January 1 of a given year, then the amount of that employee's contractual wage increase on May 1 of that year shall be reduced by X%.
 - ii. And if an employee receives a wage increase of Y% for other reasons (i.e. an increase that is not owing to a minimum wage adjustment and is not otherwise contractual) in the 364 days preceding a May 1 contractual increase in a given year, then the amount of that employee's contractual wage increase on May 1 of that year shall be reduced by Y%.
 - iii. However, in no case shall an employee's wage rate be decreased. For example, if an employee receives an increase in the 364 days preceding May 1, 2021 that is greater than five (5) percent, then that employee shall simply receive no wage increase on May 1, 2021.

APPENDIX B – PERFECT ATTENDANCE BONUS

Each full-time employee who has “perfect attendance,” as defined below in a given two-month period shall be entitled to a bonus in the amount of \$100.00.

Perfect attendance is defined as working all scheduled shifts except those for which the employee was given preapproved vacation time. In addition, the employee cannot arrive after the scheduled start of his/her shift or leave before the end of his/her shift unless sent home by the Employer due to census or acuity issues. Employees will be allowed to clock in/out 4 times in each two-month period within 7 minutes of their scheduled start or end time and still be entitled to the perfect attendance bonus. Employees however can still be subject to discipline for attendance issues under the relevant terms of this Agreement.

The employee must have perfect attendance throughout the entire defined time period. The time periods are:

1. January 1-end of February
2. March 1-April 30
3. May 1-June 30
4. July 1-August 31
5. September 1-October 31
6. November 1-December 31

An employee must be actively employed for the entire two (2) month period in order to be eligible to receive a perfect attendance bonus. If an employee receives four (4) out of six (6) perfect attendance bonuses in a given year, he or she shall also be entitled to cash out up to 3 days of sick leave at his or her current pay rate on his or her next anniversary and up to an additional 3 days of sick leave at 50 cents on the dollar.

SIDE LETTER – 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 facility will make all reasonable efforts to make available required Personal Protective Equipment (PPE) for use by facility employees such as gowns, masks—including N95 masks, gloves, thermometers and face shields. The facility will adhere to guidelines in this area promulgated by relevant local, state and federal authorities.

The facility 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 facility will notify the designated Union representative for the facility within twenty-four (24) hours of learning that a resident or employee (or group thereof) has been diagnosed with COVID, and the Union may request a meeting to discuss the same. The privacy rights of all involved shall be complied with at all times. A Union request to meet must be made to the facility Administrator. If so requested, 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.
5. Should a disagreement arise concerning the interpretation and/or implementation of this Agreement, such a disagreement shall be referred by either party to the above-mentioned Covid-19 committee. Such a request by the Union shall be made to the facility Administrator; such a request by the facility shall be made to the designated Union representative. Whichever party receives such a request will respond to same within forty-eight (48) hours after receipt in order to set a mutually agreeable meeting date. Subject to availability, the parties will make every effort to arrange such a meeting date within five (5) business days after the request for same has been made. Either party may also request assistance from the Federal Mediation and Conciliation Service (FMCS) if matters cannot be resolved via the above committee. No grievances may be made

relating to the terms of this Agreement set forth in paragraph 1 above, though alleged violations of the other paragraphs are subject to the grievance procedure.

6. The entirety of this side letter shall terminate when all of the various guidelines referred to in paragraph 1 above are no longer applicable as determined by the relevant local, state and/or federal authorities. It is understood that some of the guidelines mentioned above may be deemed inapplicable before others, and to the extent that a particular guideline is determined (by the relevant local, state, and/or federal authorities) to be no longer applicable, it shall no longer be a relevant provision of this side letter.

THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE

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

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

This page is for informational purposes only and is not part of the collective bargaining agreement.