



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**San Francisco Post Acute**

**December 9, 2022 – November 30, 2025**

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## **ARTICLE I – AGREEMENT**

This Agreement is made and entered into this 9th day of December 2022 by and between National Union of Healthcare Workers (hereinafter referred to as the “Union”) and San Francisco Post Acute (hereinafter referred to as the “Employer”).

## **ARTICLE II – PREAMBLE**

Whereas it is the intent and purpose of the parties hereto that this Agreement promote and improve, first and foremost, the interests of the residents of the facility, and secondarily the employees, and to avoid interruptions and interference with services to residents and to set forth herein an agreement covering rates of pay, hours of work, and conditions of employment of the Employer’s employees. The parties believe that such an agreement will help and/or assist in reaching these goals.

## **ARTICLE III – RECOGNITION**

Pursuant to NLRB Case 20-RC-18224, the Employer recognizes the National Union of Healthcare Workers as the exclusive collective bargaining representative of its employees at Providence San Francisco. The bargaining unit shall consist of all full-time, part-time, on-call and temporary employees in the following classifications: certified nursing assistant (CNA), restorative nursing assistant (RNA), cook, dietary aide, housekeeper, janitor, and laundry aide, and shall exclude all office, clerical and professional employees, guards, and supervisors as defined in the National Labor Relations Act.

## **ARTICLE IV – UNION SECURITY**

### Section 1      Union Membership Requirement

Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs. At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by this Agreement and quoting or paraphrasing the provisions of this Section of the Agreement, and the Beck Notice.

Upon written notice to the Employer from the Union that an employee has failed to maintain Union membership in good standing (as defined above), the Employer and the Union shall meet with the employee to discuss a reasonable resolution. If no resolution is reached, the Employer will, not later than fifteen (15) business days from receipt of notice from the Union, terminate said employee.

Section 2      Voluntary Written Assignment of Wages

Upon voluntary signed authorization by an employee, the Employer agrees to deduct the Union dues and initiation fees, and remit same to the office of the Union not later than the 10th day of the month following the month in which the dues were deducted.

The Employer agrees to an additional voluntary check-off for COPE, the Committee on Political Education. The Employer shall deduct the amount indicated on mutually agreed upon forms and remit the same to the office of the Union.

Section 3      Hold Harmless

The Union will indemnify and hold harmless the Employer with respect to any asserted claim or obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's compliance with the provisions of this Article. In addition, the Employer shall have no monetary liability to the Union for failure to comply with the provisions of this Article unless:

- A. it deducts monies from employees' checks pursuant to this Article and fails to remit the same to the Union; or
- B. fails to make deductions from employees' checks for a period of two (2) months and after written notice from the Union regarding its failure to deduct does not cure, on a prospective basis only, within fifteen (15) days from receipt of the notice.

Section 4      Check-Off

In order to facilitate the reconciling of dues and to properly credit members for the payment of dues and assessments, the Employer shall provide to the Union monthly:

- A. List of employees who are union members;
- B. Last known home address;
- C. Primary phone number if provided by the employee. If not, last known home phone number;
- D. Unique employee identifier;
- E. Job classification;
- F. Category (Full Time, Part Time, etc.);
- G. Hire date;

- H. Rate of pay; and
- I. Withholding from the employee for dues or other Union assessments.

The Employer shall provide a list of all bargaining unit employees for whom no amounts were deducted and the reason for the lack of deduction.

The Union will hold the Employer harmless against any claim or obligation which may be made by any person by reason of the deduction of Union membership fees or assessments, including the cost of defending against any such claims or obligations.

## **ARTICLE V – MANAGEMENT RIGHTS**

### Section 1

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:

- A. Manage, direct and control its property and workforce;
- B. To conduct its business and manage its business affairs;
- C. To direct its employees;
- D. To hire;
- E. To assign work;
- F. To transfer;
- G. To promote;
- H. To demote;
- I. To layoff;
- J. To recall;
- K. To evaluate performance;
- L. To determine qualifications;
- M. To discipline;
- N. To discharge;
- O. To adopt and enforce reasonable rules and regulations;
- P. 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;

- Q. To establish and enforce dress codes;
- R. To set standards of performance;
- S. To determine the number of employees, the duties to be performed, and the hours and locations of work, including overtime;
- T. To determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules;
- U. To determine if and when positions will be filled;
- V. To establish or abolish positions;
- W. To discontinue any function;
- X. To create any new service or function;
- Y. 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;
- Z. To promulgate, eliminate, modify, post and enforce rules and regulations governing the conduct and acts of employees during working hours;
- AA. To determine employee benefits;
- BB. To subcontract bargaining-unit work;
- CC. To require that duties other than those normally assigned to be performed;
- DD. To establish, change, combine or abolish job classifications;
- EE. To discontinue or reorganize or combine any department or branch of operations;
- FF. 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;
- GG. 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;
- HH. To either temporarily or permanently close all or any portion of its facility and/or to relocate such facility or operation;
- II. To determine and schedule when overtime shall be worked;
- JJ. To determine the number of employees required to staff the facility, including increasing or decreasing that number;
- KK. To determine the appropriate staffing levels required at the facility; and
- LL. To 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 VI – DISCIPLINE**

### Section 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. Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

The Grievance Procedure appearing under Article XXIV 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 employee and the Union. The Shop Steward may meet and discuss any disciplinary action of a Union member with Employer.

### Section 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 an objectively 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.

## **ARTICLE VII – PROBATIONARY 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 sixty (60) days for an employee who transfers into a position different from that into which the employee was hired. 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 sixty (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 their 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. Employees who transfer into a different position from that into which they were hired and are terminated during their probationary period for inability to perform the new job functions shall be offered, upon request, the first available vacant position in their old job function. Seniority for these individuals shall be based on their initial hire date with the facility in a bargaining unit position with the exception of that period of time the employee was not in the employ of the Employer.

## **ARTICLE VIII – UNION REPRESENTATIVES AND SHOP STEWARDS**

A single Union Representative 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. 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.

Upon request of the Union, the Employer will consider the appointment of a second (2<sup>nd</sup>) official representative for a limited period of time and for a specified purpose. Such requests shall not be unreasonably denied. The second (2<sup>nd</sup>) representative, if approved, must follow the same rules and limitations set forth in this Section.



The Union will furnish the name(s) of any Union Representative who will visit the facility to the Employer. Union Representatives will behave in a respectful and professional manner while inside the facility.

A Union Representative who severely disrupts the operation of the facility may be asked to leave at the discretion of the Employer. The Union Representative shall immediately comply. Any resulting dispute may be sent to mediation before the FMCS upon request of either party, provided, however, that the parties have scheduled and held a meeting to determine, if possible, the conditions under which the Union Representative may return to the facility. Such a meeting shall not be unreasonably delayed. In the event such meeting is unsuccessful, the Union may appoint an alternate official representative during the period the primary representative is not permitted in the facility.

The Union may designate one shop steward per fifteen (15) bargaining unit members (rounded up) for the purposes of administering the Collective Bargaining Agreement, including receiving and processing grievances. The Union will provide the names of duly authorized Shop Stewards to the Employer upon request as well as upon any changes thereto.

The Employer will create a bank of sixty (60) hours per year that Shop Stewards may draw on to perform the following duties: steward meetings; receiving, processing, and presenting grievances; and attending orientations. The Employer may create reasonable rules around accessing and reporting of steward hours. It is understood that Shop Stewards conducting Union business outside their scheduled shifts will not be allowed to draw on steward hours without permission from a management representative.

Shop Stewards will obtain permission from their immediate supervisor before leaving their work area to conduct Union business.

The Employer shall allow Shop Stewards to visit the facility on their off-duty time if no other steward is available and on duty 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 single Union Shop Steward may be present during orientation of new employees to make a presentation about the Union not to exceed fifteen (15) minutes. The Employer will inform Union Stewards of new hires undergoing orientation. The Union Representative may also be present for the orientation.

Shop stewards shall not direct any employee how to perform or not perform his/her work in his/her role as 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.

## **ARTICLE IX – UNION LEAVE**

Employees may request an unpaid leave of absence to perform work for the Union with a minimum of thirty (30) days' notice to the Employer. Such leaves are subject to approval by the Employer and may be for any duration up to three (3) months with mutual consent. Seniority will not accrue during the leave of absence. At the completion of the approved leave, the employee shall be returned to a position that is the same or equivalent to the position the employee held prior to the leave, unless such position was eliminated pursuant to the provisions of this Agreement. Employees on union leave may request to use any accrued, unused vacation they may have in their vacation bank.

## **ARTICLE X – BULLETIN BOARD**

The Union shall have exclusive use of a bulletin board of approximately 2' x 3' in one employee break room. Union Representatives or Shop Stewards will, as a courtesy, provide the Administration a copy of any notice(s) posted on the bulletin board.

The Union further agrees not to post material on the board that is false. If the Employer deems that any posting violates the provisions of this Article, it may immediately remove said materials from the bulletin board after providing notice to the Union. Any dispute over removal of a posting can be referred to mediation before the Federal Mediation and Conciliation Services.

## **ARTICLE XI – HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS AND PAY DAYS**

### Section 1      Definition

- A. 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.
- B. 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 workweek shall consist of not more than forty (40) hours.
- C. The Employer reserves the right to modify the workweek or workday for some or all of its employees at its sole discretion.
- D. There shall be no splits shifts. If during this Agreement, the Employer should desire to institute the concept of split shifts, the Employer shall notify the Union. The split shift shall not be implemented unless the employee(s) agree to such shift.
- E. The regular day (for the purposes of determining the payment of overtime) shall begin at 12:01 a.m. and end 24 hours later.

- F. The regular workweek will be a period of seven (7) consecutive days commencing on Sunday and ending on Saturday.
- G. 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.
- H. Any consecutive hours worked over 8 hours but less than 12 hours shall be paid at the rate of time and half (1 1/2x) the employee's straight time pay. Any consecutive hours worked over 12 hours shall be paid at the rate of double time (2x) the employee's straight time pay.
- I. There shall be no pyramiding of overtime.
- J. Reporting pay shall be handled in accordance with state law.
- K. Pay periods and pay days shall be as outlined in the Employer's policies. The Employer reserves the right to change the pay periods and pay days after meeting and conferring with the Union.
- L. Employee schedules shall be posted at least seven (7) 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, including the right to send employees home after the start of their shift and before their shift.
- M. Meal and rest periods shall be handled in accordance with California law except as set forth in this Agreement.
- N. The Employer will utilize commercially reasonable efforts to avoid the use of split shifts.

Any mistakes in an employee's paycheck that are greater than \$50.00 that are not the result of an error caused by the employee, shall be corrected and delivered to the employee within three (3) working days, Monday through Friday, and from the 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 XII – WAGES AND PAYDAYS**

### Section 1

- A. Wage rates and classifications are set forth in Appendix "A" attached and incorporated herein.
- B. 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.

- C. Paydays shall be bi-weekly (every other Friday).
- D. Each employee shall have the right to know his/her accruals in sick leave and vacation. Employees requesting information pursuant to this Article shall do so in writing. The Employer shall make a reasonable effort to include vacation accruals on pay stubs on a regular basis.
- E. Cooks and dietary aides working an eight (8) hour shift shall be entitled to one (1) meal provided that meal taking shall in no event cause an interruption in the cook's regular work. This meal shall consist of lunch or dinner depending on the shift worked. Because this provision is intended in part to provide quality control of the meals prepared for the residents, the meal provided must be that served to the residents.
- F. Shift Differential. An employee who works an evening shift (3 pm – 11:30 pm) shall be paid a shift differential of seventy-five cents (\$0.75) per hour in addition to the hourly rate of pay.

An employee who works a night shift (11 pm – 7:30 am) shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour in addition to the hourly rate of pay.

Shift differential is paid when the majority of employee's hours worked on a given work shift fall into the hours defined above for the evening or night shift.

## **ARTICLE XIII – CATEGORIES OF EMPLOYEES**

### Section 1      Status Changes

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

### Section 2      Exceptions

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 and regional director, if applicable.

### Section 3      Employee Types

- A. Regular Employees. Regular employees are those 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.

- B. Full-time Employees. Regular full-time employees are those normally scheduled to work and who do work a schedule of at least thirty (30) hours per week. Regular full-time employees may be eligible for employee benefits after completion of the benefits-eligibility waiting period.
- C. Part-time Employees. Regular part-time employees are those who are scheduled to work and who do work a schedule of 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.
- D. 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.
- E. Temporary Employees. Temporary employees are those who are hired on an interim basis to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change by the Employer. Temporary employees are not entitled to any company-sponsored benefits, except as required by law. The Employer shall notify the Union of any temporary assignment expected to extend beyond ninety (90) days. The Employer does not intend for temporary positions to extend beyond three hundred sixty-five (365) days in length.

## **ARTICLE XIV – SUBCONTRACTING**

### Section 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 Employer further agrees that in the event it subcontracts work, the Employer will require the subcontractor to hire the current employees who are doing the subcontracted work so long as they are eligible for employment (citizenship, necessary licensure [if applicable], background check, not on any state or federal exclusion list, etc.).

The Employer shall require the subcontractor to recognize the Union as the collective bargaining representative of the employees performing said work and continue the terms and conditions of the Collective Bargaining Agreement through its full term and execute an agreement to be bound by the terms of this Agreement.

- A. Nothing in this provision shall require the subcontractor to offer the same medical or dental insurance plans, or the same 401k or other retirement benefits, or the

same group life or disability plans. The subcontractor may implement its own medical and dental plans, 401k and other retirement plans, disability plan, and group life insurance plans and may also implement its own time off plan.

- B. With regard to medical and dental insurance benefits, the subcontractor shall offer a plan that is similar on the whole to the Employers' plan.

## **ARTICLE XV – EMPLOYMENT AND INCOME SECURITY**

### Section 1

The parties acknowledge that changes in staffing levels may be required due to 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 reduced by shift as follows:

- A. Registry/agency/travelers;
- B. Any employee scheduled to work overtime by reverse seniority;
- C. Volunteers among affected classifications;
- D. Temporary employees;
- E. On Call/per-diem employees;
- F. Part-time employees;
- G. Full-time employees, on a rotating basis.

## **ARTICLE XVI – PAID VACATION**

### Section 1      Eligibility

All regular full-time, employees are eligible to earn paid vacation. Part-time employees do not accumulate vacation benefits.

After three (3) months of continuous employment, regular full-time employees of thirty (30) hours per week become eligible to use their vacation benefits.

Vacation pay is based upon a calendar year and the employee's years of service (based on hire date by the building regardless of ownership), and begins accruing for employees after the satisfactory completion of a ninety (90) day service waiting period. Vacation does not accumulate during an unpaid leave of absence.

### Section 2      Accumulation

Eligible employees will accumulate vacation as follows:

<b>Length of Service</b>	<b>Accumulation Rate per Pay Period</b>	<b>Annual Vacation Accumulation</b>	<b>Accumulation Cap</b>
90 Days-12 Months	2.05128 hours	1 week/40 hours	250 hours
13-59 Months	3.07692 hours	2 weeks/80 hours	250 hours
60-143 Months	4.61538 hours	3 weeks/120 hours	250 hours
144+ Months	6.15385 hours	4 weeks/160 hours	250 hours

Employees begin to accrue vacation on a bi-weekly basis upon completion of their probationary period. To determine the number of vacation hours accrued one may multiply the applicable accrual rate by the number of pay periods worked (all paid hours, e.g., holidays, vacation, etc. are also used in the calculation).

Employees are eligible for vacation pay after completing probation and will not accrue during the first three (3) months of employment.

Except as otherwise allowed by law, paid vacation time can be used in any amount of increments. To take vacation, employees should request approval in writing at least two (2) weeks in advance of the anticipated time off from their Supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Although the Employer will attempt to accommodate a timely vacation request, it cannot guarantee that such a request will be granted on all occasions.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

### Section 3      Maximum Accrual

Employees may not accrue more than a maximum of two hundred fifty (250) hours of vacation. Once the maximum accrual is reached, an employee will cease earning vacation benefits. Vacation accruals shall resume, up to the maximum, after the employee has used some of his or her vacation and the employee's accrual has dropped below two hundred fifty (250) hours.

In lieu of taking vacation, an employee may request payment for half of his/her vacation hours he/she has accrued. When an employee wants pay in lieu of time off, the employee must complete a Vacation Payment Request form and submit it to his/her Supervisor at least seven (7) days before the pay date on which the employee would like to receive payment.

Unused accrued vacation will be carried over and the employee will not be entitled to pay for this unused time.

Upon termination of employment, an employee will be compensated for all vacation benefits accrued, but not used at the rate of compensation paid at the time of termination.

## **ARTICLE XVII – PAID SICK LEAVE**

### Section 1      Eligibility

Employees are eligible to accumulate one (1) hour of paid sick leave for each thirty (30) hours worked up to a cap of seventy-two (72) hours.

### Section 2      Accumulation and Maximum Accrual

If the cap is reached, no further paid sick leave is accumulated until accumulated time is utilized. Accumulated time can be carried over from year to year up to the seventy-two (72) hour cap.

### Section 3      Family Sick Leave

Employees may use any or all of their paid sick days to care for an ill child, parent, sibling, grandparent, grandchild, spouse or a registered domestic partner.

Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one (1) person for whom the employee may use paid sick leave when providing aid or care for the person consistent with policy as outlined above. Employees without a spouse or registered domestic partner have ten (10) work days following the date on which their first paid hour of sick leave accumulates to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each January 1 and extending for a period of ten (10) work days. Employees should contact human resources to request a form for this purpose.

### Section 4      Employee Responsibility

Employees who will be out of work due to their use of a paid sick day must call in and notify the Administrator or his/her designee as early as possible, but at least two (2) hours prior to the start of their workday. Employees who call in sick for four (4) or more consecutive days due to their own illness, or there is a pattern of absences, may be required to provide their supervisor with a doctor's note on the day they return to work. Verification of use for "kin care" also may be required.

Accumulated, unused sick time is not paid out at separation.

### Section 5      Cash Out Option

Full time employees with seventy-two (72) hours of accrued sick leave may cash out up to twenty-four (24) hours of sick leave once each contract year. Sick leave is cashed out at fifty percent (50%) of value (cash out maximum is therefore the cash equivalent of twelve (12) hours per year). Sick leave may be cashed out only in the month in which the employee's anniversary date falls.



## ARTICLE XVIII – PAID HOLIDAYS

### Section 1     Eligibility

Regular, full-time employees will be paid for the following holidays upon completion of a ninety (90) day waiting period.

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
"Employee Birthday Floating Holiday"

In order to be eligible for holiday pay employees must work their full scheduled shift the day before, the day of and the day after the observed holiday unless previously scheduled off in accordance with time off policies. Any employee with unexcused absences that occur before, the day of, or the day after any observed holiday may result in loss of pay for that holiday.

When holidays fall or are celebrated on a regular work day, eligible employees will receive one day's pay at their regular straight time rate.

The employee must request her/his birthday holiday during the period beginning thirty (30) days prior to the birthday and ending thirty (30) days after the birthday. If not requested during that time frame, the Employee Birthday shall be forfeited for that year. Birthday Holidays may not be combined with any other holiday.

When the employee's birthday falls on a regularly scheduled day off, the employee may request another day off as their birthday holiday.

Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate), or the eligible employee will receive an additional day off at the option of the Employer.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate), or the eligible employee will receive an additional day off at the option of the Employer.

## **ARTICLE XIX – LEAVE OF ABSENCE**

The Employer will comply with all state, federal and local laws regarding leaves of absences.

## **ARTICLE XX – PAID BEREAVEMENT LEAVE**

Full-time employees who lose a close relative will be allowed two (2) days of paid time off to assist in attending to their obligations and commitments. If more than two days is required, two (2) additional days may be granted. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, grandparent, sibling, legal guardian, spouse's parent, spouse's child, spouse's sibling or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death unless the funeral is outside of the United State in which case paid leave can be taken on regularly scheduled consecutive workdays within fourteen (14) days of death. The employee must inform his/her supervisor prior to commencing bereavement leave. In administering this policy, the Employer may require verification of death.

## **ARTICLE XXI – HEALTH AND DENTAL INSURANCE**

Effective the beginning of the first month after ratification of the contract the Employer will implement Kaiser Plan 8815 (Premium Plan).

Any monthly increase in premium cost will be shared as follows, 11% of the increase will be paid by the employee and 89% will be paid by the Employer.

During the life of the agreement, there will be no changes to the health plan including plan costs or services. If, however, changes to the plan are required by law, the Employer will notify the Union at least ninety (90) days in advance concerning same and will bargain with the Union over the change and any and all impact(s) it will have before implementing the change(s).

If an employee selects any other level of coverage (i.e. Dependent, spouse, children, family), the Employer will contribute the same dollar amount to the monthly cost of the premium for this coverage as the Employer contributes to the employee only coverage as described above. In the case that total premium rates rise, the Employer will continue to contribute the same dollar amount described above to all levels of coverage.

## **ARTICLE XXII – LIFE INSURANCE**

The Employer will make available at its sole discretion life insurance the cost of which is to be borne 100% by the employee.

## ARTICLE XXIII – ANNUAL PHYSICAL EXAMS

The Employer will require all new employees to undergo a pre-employment physical exam. The Employer also has the right to require existing employees to undergo fitness for duty examinations consistent with applicable law. Existing employees shall also be required to undergo an annual physical examination. If an employee is scheduled for a physical examination on his or her day off, he or she shall be compensated for one (1) hour of pay. If the physical examination is conducted by the Employer's designated physician, the cost of the examination shall be borne by the Employer. Employees using their own physician shall bear the entire cost.

The Employer reserves the right to terminate any employee who fails or refuses to undergo a required physical examination, including tuberculosis screening.

## ARTICLE XXIV – GRIEVANCE PROCEDURE

### Section 1      Grievance Procedure

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 at this stage of the grievance procedure 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 his/her supervisor or other representative of Management at any time, with or without his/her Union steward, prior to initiating a formal grievance. Failure to present a grievance within twenty (20) calendar days of the date the employee became aware of the issue shall nullify the grievance.

- A. Step 1. The complaint must be presented to the Department Head within twenty (20) calendar days from the date of the event giving rise to the concern, or the date the event became known or should have been known. The Department Head will respond within ten (10) calendar days of the Step 1 meeting to affected employee(s) or the shop steward. The Step I response will settle the matter, unless appealed to Step II.
- B. Step 2. If the matter is not resolved at Step I, it shall be reduced to writing and presented to the facility administrator within seven (7) calendar days of the Step I response or from the time the Department Head should have responded in Step I. The Union Representative or the Shop Steward and the facility Administrator shall 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 seven (7) day deadline may be extended only by mutual agreement between the Union and the Employer. The facility Administrator shall respond to the written grievance in writing within ten (10) calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.

- C. Step 3. If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Regional Director of Operations or his/her designee. The Regional Director of Operations or designee will respond in writing within ten (10) calendar days of receipt of the grievance or a meeting, whichever comes later. The Employer will utilize reasonable efforts to schedule this meeting in a timely fashion.

## Section 2      Arbitration

If a grievance is not settled under the Employer's grievance policy, the Union may defer it to arbitration within twenty (20) calendar days of the Employer's decision. The Union's request for arbitration must be made in writing, by the twentieth (20<sup>th</sup>) day, after the Employer's answer to the last step in the grievance procedure has been served on the Union, 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/her in a written stipulation by the Employer and the Union, and his/her 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 his/her 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 compel a resident, patient or family member to be a witness. However, if a resident or family member wishes to voluntarily appear at an arbitration, 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: (a) has observed or has knowledge of an incident that reasonably appears to be abuse; (b) has been told by an elder or dependent adult that he or she has experienced behavior constituting abuse; or (c) reasonably suspects that abuse has occurred.
- I. If the arbitrator concludes an employee is guilty of abuse as that term is defined by state or federal law, he/she shall uphold whatever measure of discipline was implemented by the Employer.

## ARTICLE XXV – SENIORITY

### Section 1

- A. Seniority shall be defined as an employee's length of continuous employment at the facility in a full-time or part-time bargaining unit position.
- B. In filling any vacancy, all qualified employees shall be preferred over outside applicants provided the ability of the Employer to care for particular residents is not compromised. Between existing employees, seniority shall govern provided the ability of the Employer to care for the particular residents is not compromised.
- C. Any necessary lay-off shall be in reverse order of seniority provided the ability of the Employer to care for particular residents is not compromised. Recall from lay-off shall be in order of seniority provided the ability to care for the particular residents is not compromised.
- D. Seniority shall apply in vacation scheduling, subject to the requirements of patient care.
- E. 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, unemployment for six months (6), or a single absence from work without notification to the facility during the contract period. 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.

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.

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 XXVI – NO DISCRIMINATION**

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national origin, lawful political affiliation, physical handicap, medical condition, genetics, sexual orientation, gender, age, marital status or any other protected class.

Wherever the masculine pronoun is used in this Agreement, it is understood that it applies to the feminine as well.

## **ARTICLE XXVII – IMMIGRATION AND PRIVACY RIGHTS**

### Section 1

- A. 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.
- B. All employees of the Employer will be required to establish that they are eligible to work in the United States.
- C. Any employee who is absent from work due to court or agency proceeding relating to immigration matters and who returns to work within thirty (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 XXVIII – SUCCESSORSHIP**

In the event the facility covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will comply with applicable law. The Employer will encourage the new owners, operators, assignee, lessee or transferee to hire the existing bargaining unit employees and recognize the Union as their exclusive bargaining representative. The Employer will provide the Union at least sixty (60) days advance notice of any such sale, lease, transfer, or other such transaction, unless extraordinary circumstances make it impossible to do so. The Employer shall provide employees all legally required compensation on or before the time any such transaction takes effect. The Employer shall not be responsible for any actions taken, or not taken, by the subsequent employer.

## **ARTICLE XXIX – NO STRIKE/NO LOCKOUT**

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, 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. Prior to conducting any kind of picketing and/or hand billing, the Union shall give the Employer written notice seven (7) calendar days prior to initiating such activity. The Employer shall, during this seven (7) day period, have the option of notifying the Union that it wishes to engage in a discussion to avoid the picketing and/or handballing. If the Employer timely exercises this option, a meeting shall occur between the Employer, the Union and FMCS to see if the picketing and/or hand billing can be avoided. No picketing and/or handballing shall occur until such meeting is concluded. Nothing in this Section is intended to relieve the Union of its obligations under Section 8(g) of the National Labor Relations Act.

The Employer agrees that there shall be no lockout at this facility during the life of this Agreement.

## **ARTICLE XXX – LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree to establish a Labor Management Communications Committee. The Committee will be composed of no more than three (3) bargaining unit members and a union representative, as well as an equal number of Employer representatives. It will meet at least once every four (4) months, or more frequently as mutually agreed.

The parties agree that such meetings shall generally be limited to one and a half (1.5 hours) at a time, unless the parties agree otherwise. Bargaining unit Committee members who attend the committee meetings will be paid for their time spent in the committee meeting at the straight-time hourly rate, not to exceed one and a half (1.5 hours) of pay, but such time shall not be considered for purposes of the payment of overtime.

The Committee will discuss and attempt to resolve any job-related issues, including those related to job security, workload, assignments, patient care, safety, infectious disease control and any other work-related issues, subject to the other provisions of this Agreement. The Committee will make good faith efforts to work out an agenda for each LMC meeting at least five (5) days prior to each meeting. The LMC shall not engage in negotiations nor the collective bargaining process, nor consider matters properly the subject of a grievance. The LMC shall not have the authority to alter the terms of this Agreement. This paragraph shall not be subject to the grievance and arbitration procedure of this Agreement.

At least five (5) days prior to a scheduled LMC meeting, each party shall provide the other with the names of their Committee members who will be attending that meeting.



Labor Management Committee meetings shall be open to bargaining unit members who are impacted by the issues being discussed.

### **ARTICLE XXXI – WORKLOAD**

The Employer shall utilize its best efforts to distribute the workload equitably. Alleged violations of this Section shall not be subject the provisions of the grievance and arbitration procedure set forth in this Agreement. However, the parties may participate in non-binding mediation before a mediator appointed by FMCS. Such mediations shall occur on no more than one (1) occasion every six (6) months.

### **ARTICLE XXXII – JOB DESCRIPTIONS**

Job descriptions, to the extent they exist, for bargaining unit employees, will be made available to the employees and/or Union upon request.

### **ARTICLE XXXIII – SAVINGS**

If any provision of this Agreement or the application of such provision to any person or circumstance is ruled contrary to law by any Federal or State court or duly authorization agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

### **ARTICLE XXXIV – JURY DUTY**

It is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide the Employer with proper notice of a request to perform jury duty and with verification of service. Employees also are expected to keep Management informed of the expected length of jury duty service and to report to work for the major portion of the day if he/she is excused by the court. If the required absence presents a serious conflict for Management, the employee may be asked to try to postpone his/her jury duty. Employees on jury duty leave shall receive the difference between straight time pay and any jury duty pay for the first day of jury duty upon providing proof of service and payment to the Company. Employees who have jury duty exceeding one day may utilize any accrued, unused vacation in their vacation bank to cover the difference between jury duty pay and their normal earnings.

## ARTICLE XXXV – RETIREMENT

### Section 1

Bargaining unit employees shall be eligible to participate in the Employer's 401(k) plan; the participation in the plan is voluntary.

Employees may be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan. The Employer will continue the current Employer match percentage for the term of this Agreement which is as follows:

The Employer will contribute \$0.25 for every \$1.00 contributed by employees up to 4% of income. Only employees employed on December 31<sup>st</sup> will be entitled to the Employer match for contributions they make that year. The match will be made by the Employer in the first quarter of the following year. Employer matches are subject to the following vesting schedule:

- A. After 1 year of employment - 20%
- B. After 2 years of employment - 40%
- C. After 3 years of employment - 60%
- D. After 4 years of employment - 80%
- E. After 5 years of employment - 100%

The 401(k) savings plan allows employees to elect how much of their salary, within the limits of the plan, to defer and provides for self-directed investment of plan accounts, so employees can tailor their own retirement package to meet their individual needs. Employees' elections can be made as a percentage per pay period.

Because deferral to a 401(k) plan is automatically deducted from employee's pay before federal and state tax withholdings are calculated, employees save tax dollars now by having their current taxable amount reduced. The amounts deducted generally will be taxed when they are finally distributed.

**ARTICLE XXXVI – TERM**


This Agreement shall be effective December 9, 2022 and shall be in full force and effect and shall remain operative and binding on the parties until November 30, 2025. 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 one-hundred and fifty (150) days, but not fewer 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**


**San Francisco Post Acute**

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

7/20/23  
Date

  
\_\_\_\_\_  
Eric Felton  
Regional Director  
of Operations

6/27/23  
Date

  
\_\_\_\_\_  
Joaquin Recinos  
Coordinator

7.14.23  
Date

**NUHW Bargaining Committee**

Luz David

Engelberto Fabreag

Remedios Muneton

Cynthia Yee

Margie Valeria

## APPENDIX A – WAGES AND CLASSIFICATIONS

The following job classifications are included in the bargaining unit: Certified Nursing Assistant (CNA), Restorative Nursing Assistant (RNA), Cook, Dietary Aide, Housekeeper, Janitor, Maintenance, and Laundry Aide.

Effective, with ratification of this Agreement, the Employer will provide an across the board increase of six percent (6.00%) to the base hourly wage rate of all non-nursing employees and all CNA's and RNA's with less than ten (10) full years of service at the facility; six and one half percent (6.5%) to the base hourly wage rate of all CNA and RNA employees with at least ten (10) but less than fifteen (15) years of service at the facility; seven percent (7%) to the base hourly wage rate of CNA and RNA employees with fifteen (15) or more years of service at the facility.

The above increases also will be applied retroactively to October 1, 2022. Retroactive increases will be provided in two installments - fifty percent (50%) upon ratification and the other fifty percent (50%) a month later.

Effective, the beginning of the first full pay period after November 1, 2023, the Employer will provide an across the board increase of 3.5% for all employees, classifications, and tenure steps.

Effective, the beginning of the first full pay period after November 1, 2024, the Employer will provide an across the board increase of 3.5% for all employees, classifications, and tenure steps.

Effective as of October 1, 2022, no employee shall be paid less than the start rate for his/her classification. "Years" as used in this Section refers to years of experience at the facility in a bargaining unit position.

The Minimum new hire rates during the life of the contract are listed below:

<b>Job Title</b>	<b>Start</b>
RNA	21.00
CNA	20.00
Cook	19.00
Maintenance	18.00
Dietary Aide	18.00
Housekeeping	18.00

No employee shall suffer a reduction of his/her base rate as a result of the implementation of this Article. No employee shall be reduced in pay if assigned by the Employer to temporary relief in a lower paid classification.

In the event an employee is transferred into a lower paid classification, as defined by the start rate for that new classification, that employee shall maintain their existing years of experience at the facility in a bargaining unit position, which shall be utilized to determine their wage rate according to the wage scale for their new classification.

If an employee is assigned temporarily to a higher paid classification, they will be paid the rate of that higher paid classification according to their years of experience at the facility.

The Employer may, at its sole discretion, implement, modify or eliminate incentives to hire new employees, and may recognize a new hire's prior work experience in determining the appropriate new hire rate for that individual, as long as the rate is not below the minimum new hire rate.

## **APPENDIX B – PERFECT ATTENDANCE BONUS**

Each full time employee who has perfect attendance as defined below in a given three month period shall be entitled to a bonus in the amount of one hundred fifty dollars (\$150).

“Perfect attendance” is defined as meeting the following requirements during the relevant measurement period:

1. working all scheduled shifts
2. no call offs or early departures from scheduled shifts
3. no vacation or other time off work of greater than two (2) weeks
4. no tardies (as defined as arriving to work 10 or more minutes later than scheduled start time)

Failure to meet any of these requirements will disqualify the employee from receiving the perfect attendance bonus during the relevant measurement period.

The employee must be employed during the entirety of the measurement period in order to be eligible for a perfect attendance bonus during that period.

The following are the measurement periods for purposes of the Perfect Attendance Bonus:

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

Bonuses earned during a measurement period will be paid in the month following the end of that period.

If there has not been at least a 25% decrease in the number of unscheduled call-offs over a consecutive twelve (12) month period as compared to the number of unscheduled call-offs in the prior calendar year, the Union and the Employer will meet to bargain over the terms of the bonus program.

## **SIDE LETTER re THE COVID-19 PANDEMIC**

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

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

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

2) The Employer will notify the designated union representative within twenty-four (24) hours of learning that 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 Administrator, or Employer-designee. 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 Provis are subject to the grievance procedure.