



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**San Rafael Healthcare and Wellness  
Center – Brius**

**January 1, 2018 – December 31, 2020**

# **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 1<sup>st</sup> day of January, 2018 by and between San Rafael Healthcare & Wellness Center (the “Employer”) 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**

The Employer recognizes the Union as the exclusive bargaining representative for those Employees covered by this Agreement as follows: Those individuals employed in the classifications identified in Appendix A which are Housekeepers, Janitors, Laundry Aides, Certified Nursing Assistants (CNA), Nursing Assistants, Restorative Nursing Aides, Licensed Vocational Nurses (LVN), Dietary Aides, Cooks.

Specifically excluded from the bargaining unit on the basis of status are temporary Employees, registered nurses, guards and supervisors as defined by the NLRA.

Any new classifications established during the term of this Agreement shall be subject to negotiations between the Employer and the Union.

## **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 the Employer. 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 the Employer 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 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 AND VOLUNTARY ASSIGNMENT OF WAGES**

### **5.1 Union Security**

- a. Union Membership Requirements. During the life of this Agreement, Employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31<sup>st</sup> day after employment or the 31<sup>st</sup> day after the date of this Agreement, whichever is later.

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) work days, after the Employee has been mailed such notice at her or his last known address, in which to comply. If said Employee does not comply with the provisions of this Article within said fifteen (15) work days, the Employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

- b. 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.
- c. Deduction of Union Dues/Fees. The Employer will honor written assignments of wages to the Union for the payment of Union dues/fees.

The Employer will remit the dues/fees deducted pursuant to such assignments within fifteen (15) days from the date of the second payroll 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).

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.

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

List of all members of the bargaining unit including full name, Employee id number, home address, 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

List of new hires including full name, social security number, 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

List of terminations including full name, social security number, Employee id number, date of termination and reason for termination (e.g., resignation, discharge, layoff, retirement); and

List of transfers including full name, social security number, 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.

## 5.2 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; social security number; 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 – INTRODUCTORY PERIOD**

All new Employees shall be employed on an introductory basis for their first three (3) months of employment ("Introductory Period"). No introductory Employee is entitled to accrue vacation, vacation pay, holiday, holiday pay, sick pay, bereavement leave, bereavement pay, leave of absence, or any other benefit. Introductory Employees may be terminated at any time during their Introductory Period for any reason at the sole discretion of the Employer without recourse to the grievance and arbitration procedure, with no obligation by the Employer except for wages earned. Once introductory periods have been completed, the original hire date shall be used for the purpose of accruing all benefits.

## **ARTICLE 7 – DISCIPLINE**

The Employer shall have the right to discipline, suspend, or discharge any Employee for just cause. The Employer agrees to use fair and reasonable judgment in the administration of discipline.

While the Employer generally follows a policy of progressive discipline, the Union agrees that depending upon the nature of the infraction or misconduct, the Employer is within its rights to move to any step of the disciplinary process, including, but not limited to, termination.

Upon request, Employees shall be given the opportunity to review and make written comments to warnings or other documents of a critical nature placed in Employees' personnel files. Any document of this nature shall be signed and dated by both the Employee and the Employer.

When the Employer intends to issue a written warning or to discharge or suspend an Employee, the Employee shall have the right to request the presence of a shop steward at any investigatory meeting where disciplinary action against the Employee may result.

The Employer will not place in Employee personnel files investigations of abuse that are unsubstantiated. However, if such Employees are later accused of abuse, the Employer may rely on the previously unsubstantiated allegations as part of its investigation and such prior, unproven allegations may be considered by the arbitrator in establishing just cause.

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.

Employees shall have the right to inspect their personnel files at reasonable times. The Employer shall respond to reasonable and relevant information requests made by the Union regarding disciplinary action taken against bargaining unit members.

## **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 and/or communicate with Employees covered by this Agreement only 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 their 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. The Union may upon written request seek permission to have a second representative appointed to the Facility for a limited duration. The request shall include the name of the second representative, the duration of the appointment and the reason therefore. Such request shall not be unreasonably denied.

The Union Representative will behave in a respectful and professional manner while inside the Facility. Any Union Representative who severely disrupts the operations 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 the parties have at least scheduled and held an in-person meeting to determine the conditions, if any, under

which the Union Representative may return to the Facility. During the period of time the Union Representative is not permitted in the Facility, the Union shall be free to appoint an alternate official representative.

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. Such stewards shall not transact any business on the working time of the other Employees. Each shop steward will be paid for investigating and processing grievances up to a maximum of eighteen (18) hours per year per steward. All hours shall be deposited at the beginning of the calendar year. For the first year of the agreement, the hours shall be prorated based on the number of days left in the year at the time of ratification. In the event the number of shop stewards goes up over the course of the year, the same calculation shall apply regarding the number of hours provided to such steward for receiving and processing grievances. Unused 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. Such time shall not be paid. 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 their work in their 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.

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.

The Union shall notify the Employer in writing of the names of the stewards and further shall promptly notify the Employer in writing of any changes thereto.

## **ARTICLE 9 – NEW EMPLOYEE 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. If the Employer does not or cannot release a steward from their regularly scheduled work to present, an off-

duty steward may enter the Facility on non-work time solely for the purpose of presenting at 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**

The Employer recognizes the value of supplemental education for improvement of skills and to meet professional license requirements.

### **11.1 In-Service Scheduling**

When the Employer provides in-service education for Employees, the Employer will use its best efforts to schedule in-services to accommodate intended Employees, and Employees will make their best effort to attend the in-service.

### **11.2 Payment for In-Service Attendance**

Employees attending Employer-provided in-services will be paid for the duration of the in-service at their straight time hourly wage rate. Employees required to attend an in-service on their day off will be paid a minimum of two (2) hours of pay at their straight time hourly wage rate.

11.3 Paid Education Leave

Full-time LVNs with one (1) year or more of continuous service shall be entitled to four (4) hours of paid education leave per year. Employees requesting educational leave must show proof of attendance at a class or seminar.

**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 in accordance 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 – WORKLOAD**

The Employer will exercise its best efforts to distribute the workload equitably among Employees.

The parties agree that adequate staffing is a necessary requirement for quality resident care. To that end, the Employer and the Employees agree to work cooperatively to maintain appropriate staffing levels.

**ARTICLE 15 – CREDIT UNION**

Contingent on meeting minimum participation requirements established by the credit union, the Employer will arrange for the Employee participation in a credit union of reasonable proximity to the Facility, and will, upon signed authorization by Employees, make deductions from Employees' wages to be deposited in the credit union.

**ARTICLE 16 – SUPPLEMENTAL TIME-OFF PROVISIONS**

16.1 Voting Time Off

Employees who are unable to vote before or after working hours in statewide public elections, will be allowed sufficient time off to go to the polls. The Employer will pay for up to the first

two (2) hours of absence from regularly scheduled work, which is necessary to vote in a statewide public election. Any additional time off is without pay. Employees must give reasonable notice of the need to have time off to vote and must give at least three (3) days' notice when possible.

#### 16.2 Time Off for Volunteer Firefighters

If an Employee is a registered volunteer firefighter who intends to perform emergency duty during work hours, they must inform the Employer so that the Employer is aware of the fact. In the event an Employee is a volunteer firefighter and needs to take time off for emergency duty, the Employee must inform their supervisor before leaving the Facility's premises. All time off to serve as a volunteer firefighter is unpaid.

#### 16.3 Time Off for Parents' School or Day Activities

Employees who are parents, guardians or grandparents with custody of a child in kindergarten or grades 1-12, or a licensed day care center, and wish to take time off to visit the school or day care center of the child for an activity, may take up to eight (8) hours of unpaid leave each calendar month (up to a maximum of forty (40) hours each school year), per child, provided they give reasonable notice to the Employer of the planned absence. Employees wishing to take such leave may utilize their existing vacation time or other accrued time off. The Employer requires documentation from the school noting the date and time of the visit.

If both parents of a child work for the Employer, only one (1) parent—the first to provide notice—may take the time off, unless the Employer approves both parents taking time off simultaneously.

Employees may also be granted time off to attend a school conference involving the possible suspension of a child. Employees must contact their supervisor if time off is needed for this reason.

#### 16.4 Time Off for Adult Literacy Programs

This Employer will make reasonable accommodations for any Employee who reveals a literacy problem and requests that the Employer assist the Employee in enrolling in an adult literacy program, unless undue hardship to the Employer would result.

The Employer will also assist Employees who wish to seek literacy education training by providing Employees with the location of local literacy programs.

The Employer will take reasonable steps to safeguard the privacy of any Employee that identifies themselves as having a literacy problem. Employees who wish to identify themselves as such can contact the Administrator directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed they have literacy problems.

While the Employer encourages Employees to improve their literacy skills, the Employer will not reimburse Employees for the costs incurred in attending a literacy program.

## ARTICLE 17 – LEAVE OF ABSENCES

### 17.1 General Provisions

The Employer will grant Employees leaves of absence in certain circumstances including Union assistance. It is important that leaves of absence be requested in writing as far in advance as possible, that Employees on leave keep in touch with their supervisor or the Administrator during the leave, and give prompt notice if there is any change in their return date.

Employees on leave may not obtain other employment or apply for unemployment insurance while on leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with the Employer.

Vacation, holidays and other benefits will not accrue during any unpaid leave of absence unless otherwise required by law. Upon return from a leave of absence, Employees will be credited with the full employment status that existed prior to the start of the leave. While Employees returning from leave of absence will retain their original date of hire, they will not accrue seniority credit for the time they were on leave, unless otherwise required by law.

For Employees on an authorized leave of absence of up to and including sixty (60) days, the Employer will make every effort to return them to the same position/classification and shift. In case of a leave of absence, which lasts longer than sixty (60) days, the Employee will return to the same position/ classification only.

### 17.2 Family and Medical Leave

The Employer will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, Employees will be eligible for the most generous benefits available under either law.

Employees should contact their supervisor as soon as they become aware of a family or medical leave. The following is a summary of the relevant provisions:

- a. Employee Eligibility. To be eligible for family and medical leave benefits, an Employee must:
  - i. Have worked for the Employer for a total of at least twelve (12) months;
  - ii. Have worked at least one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months; and
  - iii. Work at a location where at least fifty (50) Employees are employed by the Employer within seventy-five (75) miles.
- b. Leave Available. An eligible Employee may receive up to twelve (12) workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of first use of federal family and medical leave. Successive 12-month periods commence on the date of first use of

such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons:

- i. For the birth or placement of a child for adoption or foster care;
- ii. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- iii. To take medical leave when the Employee is unable to work because of a serious health condition.

Under some circumstances, Employees may take family or medical leave intermittently- which means taking in blocks of time, or by reducing their normal weekly or daily work schedule.

If an Employee is pregnant, she may have the right to take a pregnancy disability leave in addition to a family leave.

Certain restrictions on these benefits may apply.

- c. Notice and Certification. Employees seeking to use family or medical leave may be required to provide:
  - i. 30-day advance notice when the need for the leave is foreseeable;
  - ii. Medical certification from a health-care provider (both prior to the leave and prior to reinstatement);
  - iii. Periodic re-certification; and
  - iv. Periodic reports during the leave.

When leave is needed to care for an immediate family member or an Employee's own serious health condition, and is for planned medical treatment, the Employee must try to schedule treatment so as not to unduly disrupt the Facility's operation.

- d. Compensation During Leave. Family and medical leave is unpaid. This Employer may require an Employee to use accrued paid leave (such as vacation or sick leave) to cover some or all of the family and medical leave. The use of paid time off will not extend the length of a family and medical leave.
- e. Benefits During Leave. The Employer will maintain group health insurance coverage during a family and medical leave for up to a maximum of 12 workweeks per 12-month period if such insurance was provided before the leave was taken and on the same terms as if the Employee had continued to work. In some instances, the Employer may recover premiums it paid to maintain the health coverage if an Employee fails to return to work following a family medical leave.

If an Employee is on a family and medical leave but not entitled to continued paid group health insurance coverage, coverage through the Employer may be continued in accordance with federal COBRA guidelines by making monthly payments to the Employer for the amount of premium. Employees may obtain further information from the payroll department.



- f. Job Reinstatement. Under most circumstances, upon return from family and medical leave, an Employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an Employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an Employee would have been laid off had he/she not gone on leave, or if their position has been eliminated during the leave, then the Employee will not be entitled to reinstatement.

### 17.3 Pregnancy Disability Leave

The Employer will grant an unpaid pregnancy disability leave to Employees disabled on account of their pregnancy, childbirth, or related medical conditions.

- a. Leave Available. If an Employee is disabled due to pregnancy, childbirth, or related medical condition, she may take up to the maximum for four (4) months leave. As an alternative, the Employer may transfer an Employee to a less strenuous or hazardous position if requested by the Employee, with the advice of her physician, if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

- b. Notice and Certification Requirements. If an Employee needs to take a pregnancy disability leave, she must provide the Employer reasonable advance notice. In addition, she must provide the Employer with a health-care provider's statement certifying the last day of work and the expected date of return.
- c. Compensation During Leave. Pregnancy disability leaves are without pay. However, an Employee may take accrued vacation time and any other accrued paid time off during the leave. If an Employee elects to use vacation pay or sick leave, the maximum leave period of four (4) months will not start until the vacation and sick leave has been exhausted. All such payments will be integrated with any state disability or other wage reimbursement benefits that the Employee may receive. At no time will an Employee receive a greater total payment than their regular compensation.
- d. Benefits During Leave. For Employees eligible for family and medical leave, the Employer will maintain, for up to a maximum of twelve (12) workweeks per 12-month period, any group health insurance coverage that was provided before the leave was taken and on the same terms as if an Employee had continued to work. In some instances, the Employer may recover premiums it paid to maintain health coverage if the Employee fails to return to work following the pregnancy disability leave. If an Employee is not eligible for family and medical leave, then she will receive continued paid coverage on the same basis as Employees taking other leaves.

If an Employee is not entitled to continue paid group health insurance coverage, she may continue coverage through the Employer in accordance with federal COBRA guidelines by making monthly payments to the Employer for the amount of the premium. Employees may obtain further information from the payroll department.

- e. Reinstatement. In most circumstances, upon the submission of a medical certification that an Employee is able to return to work, she will be offered the same position held at the time of the leave or an equivalent position. However, she will not be entitled to any greater right to reinstatement than if she had been employed continuously rather than on leave. For example, if she would have been laid off had she had gone on leave, then she will not be entitled to reinstatement. Similarly, if her position is filled during the leave in order to avoid undermining the Employer's ability to operate safely and efficiently, and there is no equivalent position available, then reinstatement may be delayed.
- f. Reasonable Accommodation. The Employer will make reasonable accommodations for an Employee's pregnancy, childbirth or related medical condition upon the advice of a health care provider, and if the Employee requests such an accommodation. Any Employee who requires an accommodation due to pregnancy, childbirth or related medical conditions in order to perform essential functions of the job should contact the Director of Staff Development or Administrator and request such an accommodation. The Employee should specify what accommodation she needs to perform a job and provide certification of the need for the accommodation from her health care provider. 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).

#### 17.4 Workers' Compensation Disability Leave

This Employer will grant a workers' compensation disability leave to Employees who suffer an occupational illness or injury in accordance with state law. As an alternative, the Employer may offer modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

- a. Notice and Certification Requirements. Employees must report all workplace accidents, injuries and illnesses to their supervisor no matter how minor. In addition, an Employee must provide the Employer with a certification of workplace injury or illness, the inability to work, and/ or work restrictions, and the expected duration of the restrictions and/or inability to work, from a health-care provider.
- b. Compensation During Leave. Workers' compensation disability leaves are without pay. However, an Employee may use accrued vacation time and any other accrued paid time off during the leave. All such payments will be integrated with any state disability, workers' compensation, or other wage reimbursement benefits for which the Employee may be eligible. At no time will an Employee receive a greater total payment than their regular compensation.
- c. Benefits During Leave. If an Employee takes a workers' compensation disability leave, the Employer will maintain group health coverage if such insurance was provided before the leave was taken and on the same terms as if the Employee had continued to work. Under certain circumstances, an Employee's workers' compensation disability leave may end, but the Employee may still be entitled to the remaining portion of his or her family and medical leave under federal or state law. In these circumstances, the Employer will maintain the Employee's group health insurance for the remaining portion of the Employee's family and medical leave—up to a maximum of twelve (12) workweeks per 12-month period as required

by law—if such insurance was provided before the leave was taken and on the same terms as if the Employee had continued to work. In some instances, the Employer may recover premiums it paid to maintain health insurance coverage for an Employee who fails to return to work following the family and medical leave.

Employees on family and medical leave, which extends beyond a workers' compensation disability leave, who do not receive continued paid coverage, or whose paid coverage ceases after twelve (12) workweeks, may continue their group health insurance coverage through the Employer in accordance with federal COBRA guidelines by making monthly payments to the Employer for the amount of the premium. Employees should contact their supervisor or the payroll department for further information.

- d. Reinstatement. Upon the submission of a medical certification that an Employee is able to return to work, the Employee will be reinstated in accordance with applicable law. If an Employee is disabled due to an industrial injury, this Employer will attempt to accommodate the Employee. If an Employee is returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the Family and Medical Leave policy will also apply.

#### 17.5 Military Leave (Active and Reserve Service)

Leave without pay is provided to Employees who enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. Employees are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. Employees must bring their military service orders to the Director of Staff Development for review prior to commencement of the leave.

#### 17.6 Leave for Personal/Family Death/Illness

Regular Employees with one (1) year or more of continuous service shall be entitled to a leave of absence not to exceed six (6) months in any twelve (12) month period for death or illness in the immediate family.

- a. Compensation During Leave. Leave for family death/illness is without pay. However, Employees may use accrued vacation time and any other accrued paid time off during the leave.
- b. Benefits During Leave. An Employee on an authorized leave of absence may continue health insurance coverage through the Employer in accordance with federal COBRA guidelines by making monthly payments to Employer for the amount of the premium. Employees may obtain further information from the payroll department.
- c. Reinstatement. In most circumstances, upon the submission of a death certificate, obituary notice, or funeral program, an Employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an Employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an Employee would have been laid off had he/she not gone on leave, or if their

position has been eliminated during the leave, then he/she will not be entitled to reinstatement.

#### 17.7 Personal Leave

An Employee who has completed ninety (90) days of continuous employment may, for legitimate reasons, request in writing an unpaid personal leave of absence of up to thirty (30) days. Such leave may not be unreasonably denied.

## **ARTICLE 18 – GRIEVANCE AND ARBITRATION**

#### 18.1 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 their supervisor or other representative of Management at any time, with or without their Union steward, prior to initiating a formal grievance. Failure to present a grievance within twenty (20) days of the date the Employee became aware of the issue shall nullify the grievance.

- a. Step I. The complaint must be presented to the Department Head within 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 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 II. 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 Field 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 10 calendar days of the Step II meeting. The Step II response will settle the matter unless appealed to Step III.
- c. Step III. If the parties are unable to resolve the dispute at Step II, the matter shall be presented to the Regional Director of Operations or their designee. The Regional Director of

Operations or designee will respond in writing within 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.

## 18.2 Arbitration Procedure

If a grievance is not settled under the above delineated contractual grievance procedure, the Union may refer it to arbitration within twenty (20) days of the Employer's decision. The Union's request for arbitration must be made in writing, by the twentieth 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 the 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 compel a resident, patient or family member to appear as a witness. However, if a resident or family member wishes to appear voluntarily at an arbitration, nothing in this Section shall prohibit them from doing so.

In terminations stemming for 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 a 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.

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.
- h. If an 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 19 – 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, sick out, stoppage of work, retarding of work, boycott, picketing, or any other activities which interfere, directly or indirectly, with the Employer's operations at this Facility. Prior to conducting any kind of 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 hand-billing. If the Employer timely exercises this option, a meeting shall occur between the Employer, the Union and FMCS to see if the hand-billing can be avoided. No hand-billing 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 20 – 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 21 – LOCKERS**

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

## **ARTICLE 22 – 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. Only those Employees scheduled to work during the time of the meeting shall receive compensation for time spent attending the meeting. 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.

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

## **ARTICLE 23 – 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 24 – 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.

### 24.1 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.

### 24.2 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 25 – 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 approved by the Facility administrator or regional director in the Administrator's absence.

### 25.1 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.

- a. Full-Time Employees. Regular full-time Employees are those normally scheduled to work and who do work a schedule of at least thirty-two (32) hours per week. Regular full-time Employees may be eligible for Employee benefits after completion of the benefits-eligibility waiting period.
- b. Part-Time Employees. 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 with the exception of paid sick leave.

However, part-time Employees who as of January 1, 2017 have Employer provided vacation, sick, holiday and bereavement pay shall continue to enjoy those benefits under the terms set forth in this Agreement, except such benefits shall be prorated. Specifically, vacation and sick shall accrue based on hours worked while bereavement and holiday pay entitlements shall be paid at four hours a day. However, Employees who in the ninety (90) calendar days prior to the holiday have worked on average twenty-five (25) hours or more per week shall be paid six hours for bereavement and holiday pay.



## 25.2 On-Call Employees

On-Call Employees are those working on an irregular basis. On-Call Employees are not entitled to any company-sponsored benefits unless mandated by law.

## 25.3 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. Generally, a Temporary Employee's assignment should not exceed ninety (90) days. If employment is going to extend beyond ninety (90) days, the Employer shall notify the Union of the length and reason for the extension. 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 Company. Temporary Employees are ineligible for any of the Company benefit programs, except those mandated by law.

## 25.4 Preference for Full-Time

The Employer recognizes the value of full-time Employees to the residents, the Employer and the Employees. The Employer will utilize its best efforts to use as many full-time Employees as possible.

# **ARTICLE 26 – HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS, PAY PERIODS AND PAY DAYS**

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.

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.

The Employer reserves the right to modify the workweek or workday for some or all of its Employees at its sole discretion.

The regular day (for the purposes of determining the payment of overtime) shall begin at 12:01 a.m. and ends twenty-four (24) hours later.

The regular work week will be a period of seven (7) consecutive days commencing on Sunday and ending on Saturday.

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. Employees shall be allowed to leave their immediate work areas for breaks and lunches. In addition, Employees shall be allowed to leave the premises during their meal breaks.

Overtime shall be paid in accordance with state and federal law. The Employer may schedule mandatory overtime to ensure the safety of the residents.

There shall be no pyramiding of overtime.

Reporting pay shall be handled in accordance with state law.

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 shifts.

The Employer will utilize its best efforts to avoid the use of split shifts. In the event the Employer must implement a split shift, it will only do so as long as it believes it is necessary.

The Employer will utilize its best efforts to give Employees two (2) consecutive days off each week if possible.

## **ARTICLE 27 – NO DISCRIMINATION**

The Employer is an equal opportunity employer and makes employment decisions on the basis of merit. Neither the Employer, the Union nor any Employee shall discriminate for or against any Employee, applicant for employment, or resident, on account of 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 they have been subjected to any form of unlawful discrimination or is aware of an incident of discrimination involving another Employee, they 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 28 – 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.

Further detail on the policy is provided in the House Rules.

## **ARTICLE 29 – RESIDENT ABUSE PREVENTION**

In accordance with applicable law, this Employer prohibits all physical, mental, or financial abuse or neglect of its residents by anyone, including staff members, other residents, consultants, volunteers, family members, and staff of other agencies serving the resident, legal guardians, sponsors, friends, or other individuals. All such abuse or neglect is unlawful and will not be tolerated. This Employer is committed to taking all reasonable steps to prevent abuse or neglect from occurring.

Further detail on the policy is provided in the House Rules.

## **ARTICLE 30 – WORKPLACE VIOLENCE PREVENTION**

The Employer recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the Employer has adopted this policy regarding workplace violence:

*The safety and security of Employees are of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Employer, or which occur on Facility property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the operation of the Facility, including, but not limited to, Facility personnel, contract and temporary workers and anyone else on Facility property. Violations of this policy, by an individual, will lead to disciplinary and/or legal action as appropriate.*

Further detail on the policy is provided in the House Rules.

## **ARTICLE 31 – PERSONNEL RECORDS**

### **31.1 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 not subject to the grievance and arbitration procedure.

31.2 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.

31.3 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 32 – SENIORITY**

32.1 Definition

Facility seniority starts on the date an Employee is first employed at the Facility where he/she currently works with the current and all previous owners.

Department Seniority shall govern with respect to preference in vacation and holiday scheduling, distribution of additional hours and overtime and workforce reduction in accordance with each defined section.

32.2 Application

Facility Seniority shall govern with respect to placement on any existing wage scale that is part of this Agreement, vacation accrual, entitlement to health and dental insurance, promotional opportunities and filling vacancies at the Facility.

Department Seniority shall govern with respect to preference in vacation and holiday scheduling, distribution of additional hours and overtime and workforce reduction in accordance with each defined section.

32.3 Adjustment of Seniority Date(s)

An Employee's seniority date(s) shall be adjusted by the length of a leave of absence and/or a layoff if either is six (6) months or longer.

32.4 Break in Seniority

An Employee's seniority shall be broken by termination of employment, failure to return from an authorized leave of absence, accepting work elsewhere while on leave, failure to return from layoff upon proper recall by the Employer, or absence from for two (2) days without notification to the Facility during the contract period.

**ARTICLE 33 – LAYOFF AND RECALL**

33.1 Layoff

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.

33.2 Recall

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.

33.3 Address and Telephone Number

It shall be the responsibility of the Employee to keep the Employer informed of their 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 34 – SUCCESSORSHIP**

In the event a sale, transfer, assignment or closure of the Facility, the Employer will place Employees at the affected Facility on a preferential hiring list for open positions at other facilities to which the professional services company provides services for a period of one hundred fifty (150) days starting on the date the Employer gives the Union notice of the sale, transfer, assignment or closure.

Employees who are placed in other facilities pursuant to this Section will be considered transfers.

Employees who are not placed in other facilities will be entitled to one hundred percent (100%) cash out of all accrued vacation pay and holiday pay as of the date of separation of employment.

Employees whose status is undetermined as of the date of separation of employment but who desire placement in other operated facilities may elect to defer cash out of accrued vacation pay and holiday pay such a time as their status is determined.

## **ARTICLE 35 – SUBCONTRACTING**

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 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.

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.

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.

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:

1. 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).
2. Honor the formerly subcontracted Employees' date of hire for seniority purposes.
3. Agree that the formerly subcontracted Employees will be covered by the terms of this Agreement.

## **ARTICLE 36 – 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 37 – SAFETY**

The Employer will utilize its best efforts to provide a safe and healthful work environment.

The Employer will investigate any safety concerns that are submitted in writing by Employees.

When an outbreak of infectious, contagious or communicable diseases/conditions is known at the worksite, the Employer will notify potentially exposed Employees. Infectious disease control and precautions against exposure to bloodborne pathogens may be discussed at Labor-Management Committee meetings.

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 as may be amended from time to time.

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

## **ARTICLE 38 – SHORT AND LONG-TERM DISABILITY**

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

## **ARTICLE 39 – RETIREMENT**

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

## **ARTICLE 40 – VACATION**

### **40.1 Vacation Accrual**

Full-time benefited Employees and certain part-time Employees (pursuant to the limitations found in the Categories Article of this Agreement) shall accrue paid vacation based on compensated hours as follows:

<b>Length of Employment</b>	<b>Annual Maximum Vacation Entitlement/Accrual Full Time Employee</b>	<b>Accrual Rate Per Compensated Hour for Full-Time Schedule (40 hrs/wk or 2080 hrs/yr)</b>	<b>Accrual Rate Per Compensated Hour for 4-2 Schedule (or Comparable) (1947 hrs/yr)</b>
Introductory Period to end of Year 1	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 9	3 weeks / 120 hours	0.0577	0.0616
Year 10 – end of Year 17	4 weeks / 160 hours	0.0769	0.0822
Year 18	5 weeks/200 hours	0.09615	0.1027

#### 40.2 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.

#### 40.3 Other Provisions Governing Vacations and Vacation Pay

- a. Employees are eligible for vacation upon reaching their first anniversary date.
- b. Vacation pay will be at the Employee's straight time hourly wage rate at the time the vacation is paid.
- c. Whenever possible, an Employee's days off shall coincide with vacationing scheduling.
- d. If a Recognized Holiday occurs during an Employee's vacation period, the Employee shall be granted an additional day of a paid holiday.
- e. 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.
- f. Vacations will be taken in blocks of no less than one (1) day.



- g. Employees on unpaid leaves of absence or other periods of unpaid time off do not accrue paid vacation.
- h. Employees will be informed of their current accrual on their check stubs and on request to the payroll department.

40.4 Maximum Vacation Accrual

Paid vacation may accrue to a maximum of three (3) 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 six (6) 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.

40.5 Pro Rata Pay Upon Termination

Employees who have completed the probationary period are entitled to pro-rated vacation upon termination.

**ARTICLE 41 – HOLIDAYS**

41.1 Recognized Holidays

The Employer recognizes the following days as paid holidays for full-time Employees who have completed the probationary period:

New Year’s Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents’ Day	Thanksgiving Day
Memorial Day	Christmas Day

Employees who have completed five (5) years of service shall be granted their birthday as an additional holiday. Employees must take the birthday holiday within thirty (30) days of their birthday or it is considered waived.

41.2 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.

41.3 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; 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.

#### 41.4 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.

#### 41.5 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 (1) 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 Day.

## **ARTICLE 42 – HEALTH, DENTAL, VISION**

#### 42.1 Medical Insurance

The Employer will make available to all bargaining unit employees a health insurance plan or plans with substantially equivalent level of benefits in existence at the time of ratification. The Employer's contribution to health insurance shall be pursuant to the contribution schedule set forth in Sections 5 and 6 below.

In the event health insurance premiums increase more than seven (7) percent in any year of this Agreement, the Employer reserves the right to reopen this Agreement for the limited purpose of bargaining over a change in health insurance plans or contribution strategy.

#### 42.2 Dental and Vision Insurance

The Employer will make available a dental and vision plan to bargaining unit Employees with substantially equivalent level of benefits in existence at the time of ratification. The Employer's contribution to dental and vision insurance shall be pursuant to the contribution schedule set forth in Sections 5 and 6 below.

#### 42.3 Enrollment

Eligibility for enrollment based on hours worked in the Employer's health plan will be governed by the provisions of the Affordable Care Act. The look back period will be at the discretion of the Employer. An Employee will be eligible to enroll on the first day of the month following sixty (60) days of employment. The Employer will provide the Employee with enrollment documentation in a timely fashion. To enroll in a plan, the Employee must complete health and/or dental plan documents. The Employee must enroll in a timely manner, IF NOT then the Employee may have to wait until the next open enrollment period to join either primary plan.

42.4 Dependent(s)

An Employee may enroll dependent(s) in an insurance plan. Dependents are defined as child(ren), spouse and domestic partner. For purposes of this Agreement, the term domestic partner shall have the same meaning as the term used in Section 297 of the California Family Code and AB2208.

42.5 Contributions Full-Time Employees Hired Prior to November 1, 2012

The Employer will pay ninety (90) percent of the premium for Employee-only coverage, with the eligible Employee paying the remaining ten (10) percent through payroll deduction, and the Employer will pay fifty (50) percent of the monthly premium for coverage of the Employee’s children with the eligible Employee paying the remaining fifty (50) percent through payroll deduction. All eligible Employees will pay one hundred (100) percent of the monthly premium for coverage of the Employee’s spouse/partner through payroll deduction.

<b>Length of Service</b>	<b>Employee Contribution</b>		
Over 1 year	10% Employee	50% Child(ren)	100% Spouse/Partner

42.6 Contributions Full-Time Employees Hired on or After November 1, 2012

For Employees who have completed ninety-one (91) days of service and have under three (3) years of employment at the Facility who work full-time, the Employer will pay seventy-five (75) percent of the premium for Employee-only coverage, with the eligible Employee paying the remaining twenty-five (25) percent through payroll deduction, and the Employer will pay fifty (50) percent of the monthly premium for coverage of the Employee’s children with the eligible Employee paying the remaining fifty (50) percent through payroll deduction. For Employees who have completed three (3) years of employment at the Facility who work full-time, effective on the first day of the month following completion of three (3) years of employment at the Facility, the Employer will pay eighty-five (85) percent of the premium for Employee-only coverage, with the eligible Employee paying the remaining fifteen (15) percent through payroll deduction, and the Employer will pay fifty (50) percent of the monthly premium for coverage of the Employee’s children with the eligible Employee paying the remaining fifty (50) percent through payroll deduction. All eligible Employees will pay one hundred (100) percent of the monthly premium for coverage of the Employee’s spouse/partner through payroll deduction.

<b>Length of Service</b>	<b>Employee Contribution</b>		
91 days – 2 years	25% Employee	50% Child(ren)	100% Spouse/Partner
Over 2 years but less than 5 years	15% Employee	50% Child(ren)	100% Spouse/Partner
Over 5 years	10% Employee	50% Child(ren)	100% Spouse/Partner

42.7 Other Insurance

The above contributions shall apply for coverage in alternative medical plans offered by the Employer.

## ARTICLE 43 – PAID SICK LEAVE

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

### 43.1 Purpose

Employees may use accrued unused paid sick hours in connection with the diagnosis, care or treatment of an existing health condition, preventive care for the Employee or the Employee's immediate family member, or when the Employee is 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

### 43.2 Accrual

Employees accrue up to forty-eight (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 forty-eight (48) hours. If the Employee reaches 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.

### 43.3 Usage

Sick leave begins accruing from date of hire but cannot be used until the ninetieth (90<sup>th</sup>) day of actual work. The Employee may then use your accrued paid sick days on the first day of absence for a covered purpose.

- a. For Employees with less than two (2) years of service, there is a usage cap of twenty-four (24) hours. Therefore, you may utilize up to twenty-four (24) hours of paid sick leave per calendar year.
- b. For Employees with at least two (2) but less than five (5) years of service, there is a usage cap of thirty-two (32) hours. Therefore, you may utilize up to thirty-two (32) hours of paid sick leave per calendar year.
- c. For Employees with at least five (5) but less than ten (10) years of service, there is a usage cap of forty (40) hours. Therefore, you may utilize up to forty (40) hours of paid sick leave per calendar year.

- d. For Employees with at least ten (10) years but less than twenty (20) years of service, there is a usage cap of forty-eight (48) hours. Therefore, you may utilize up to forty-eight (48) hours of paid sick leave per year.
- e. For Employees with over (twenty) 20 years of service, there is a usage cap of sixty (60) hours. Therefore, you may utilize up to sixty (60) hours of paid sick leave per year.

If the need to use paid sick leave is foreseeable, the Employee 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.

#### 43.4 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 you are rehired by the Company 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 44 – PAID BEREAVEMENT LEAVE**

When a death occurs in the immediate family of a full-time Employee who has completed one (1) year of service, he/she shall be entitled to up to three (3) consecutively scheduled workdays off with full pay. Immediate family shall be defined as current spouse, mother, father, sister, brother, child, stepchild, mother-in-law, father-in-law, grandparents and grandchildren. If an Employee needs additional time off, he/she may use accrued, unused vacation pay. 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.

### **ARTICLE 45 – PAID JURY DUTY**

Employees called for jury duty must notify the Facility as soon as reasonably possible after they receive notice to report for jury duty. A regular full-time Employee who is required to serve on a jury or testify as a witness will be paid the difference between any jury/witness pay received and their pay for the regular hours they would have worked up to maximum of five (5) days in a calendar year.

As a condition of payment by the Employer, an Employee must produce a receipt from the court clerk that they have been called or served. Any jury duty/ witness fees will be integrated with any payments made by the Employer such that at no time will an Employee receive more than their regular pay.

An Employee ordered by the court to be on “telephone standby” must continue to report to work on their scheduled workday. Employees on court ordered “telephone standby” may use a Facility phone when calling the court to check on their reporting status.

## **ARTICLE 46 – GROUP LIFE INSURANCE**

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

## **ARTICLE 47 – WAGES AND PAYDAYS**

Wage rates and classifications are set forth in Appendix A attached and incorporated herein. Paydays are the 10<sup>th</sup> and 25<sup>th</sup> of the month. The Employer reserves the right to change the paydays after meeting and conferring with the Union. Such request for a change in paydays must be supported by the Employer's showing of changes in its reimbursement patterns.

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

Any mistakes in an Employee's paycheck that are greater than \$50.00 that is not the result of an error caused by the Employee shall be corrected within three (3) working days, Monday through Friday, from the time of notification, if notified by 12 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.

When an Employee is specifically assigned by the Employer 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 for all time worked while so assigned. No Employee shall be reduced in wage rate if assigned by the Employer to temporary relief in a lower paid classification unless such assignment in a lower paid classification is at the Employee's request or done to accommodate an Employee's work restrictions.

## **ARTICLE 48 – PERFECT ATTENDANCE BONUS**

Each full-time Employee who has perfect attendance, as defined below in a given quarter shall be entitled to a bonus in the amount of \$125.00.

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 their shift or leave before the end of their shift unless sent home by the Employer due to census or acuity issues.

The Employee must have perfect attendance throughout the entire quarter. The quarters are:

January 1-March 31

April 1-June 30

July 1-September 30

October 1-December 31

An Employee must be actively employed for the entire quarter in order to be eligible to receive a perfect attendance bonus. If an Employee receives all four perfect attendance bonuses in a given year, he or

she shall also be entitled to cash out up to three (3) days of sick leave at his or her current pay rate on his or her next anniversary and up to an additional three (3) days of sick leave at fifty (50) cents on the dollar.

## **ARTICLE 49 – 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.

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

The Employer agrees to make its best efforts to utilize high performing bargaining unit Employees to conduct trainings and orientations and agrees that doing so is in line with the mutual goal of achieving the highest possible level of Employee performance.

Employees shall be paid a differential of fifty (50) cents per hour when being shadowed by a new hire. In order to qualify for this differential, Employees must receive prior approval from the Department Head.

At the end of the training period, the trainer, along with the Department Head, 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 Facility Administrator. Trainers will not be held responsible for the failure of an Employee to perform once the training period is completed. Nothing in this Section shall preclude the Employer from coaching or counseled an Employee who is providing training during the time period training is occurring.

## **ARTICLE 50 – 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. In the event the Employer determines that the needs of the residents are not being met and/or it will not meet nursing home per patient day ratios established by the State of California, the Employer will utilize its best efforts to increase staffing in the following ways and in the following order:

1. Call Employees who are not scheduled to work and ask them to work.
2. Seek volunteers for overtime.
3. Mandate overtime by rotation by reverse seniority.
4. Supplement the workforce with non-bargaining unit Employees.

In the event the Employees and/or the Union do not feel that staffing is sufficient to meet the needs of the residents, they may request a meeting to be held within fourteen (14) business days with the Administrator and Regional Director 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.

In addition, 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.

In the event the Employer desires to reduce bargaining unit hours in a particular classification, it shall adhere to the following procedure: The Employer will first seek volunteers to go home and also will have per diem Employees sent home before any regular Employees are sent home. Thereafter, any reduction in hours shall be accomplished in reverse order of seniority, without regard to whether an Employee is full-time or part-time, provided merit and ability are equal in the sole discretion of the Employer and patient care is not impacted in a negative fashion.

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.

Alleged violations of this Section shall not be subject to the Grievance and Arbitration provisions of this Agreement.



**ARTICLE 51 – TERM**

This Agreement shall be in full force and effect and shall remain operative and binding on the parties until December 31, 2020. 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 December 31, 2020 of a desire to change or modify or terminate this Agreement.

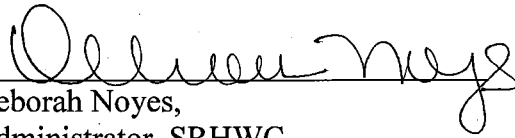
**National Union of Healthcare Workers**

**San Rafael Healthcare and Wellness Center**



Sal Rosselli  
NUHW President

Date: 10/16/19



Deborah Noyes,  
Administrator, SRHWC

Date: 10/14/19

National Union of Healthcare Workers' BARGAINING COMMITTEE

Roberto Diaz, Cook

Olga Espinoza, CNA

Alvaro Madrid, CNA

Benjamin Maldonado, Housekeeping

Maria Martinez, CNA

Guillermo Perez, CNA

## APPENDIX A – WAGES AND BONUSES

### 1. Minimum Wage Rates

Minimum wage rates effective January 1, 2018. The minimum wage rates will be adjusted only for increases in State minimum wage:

<b>Position</b>	<b>Start</b>
Licensed Vocational Nurses (LVN)	\$28.00
Certified Nursing Assistant (CNA)	\$16.00
Nursing Assistant (NA)	\$14.75
Restorative Nursing Aides (RNA) (set at \$0.50 above CNA)	\$16.50
Cook	\$15.50
Dietary Aide	\$12.25
Housekeepers	\$12.25
Janitors	\$12.25
Laundry Aides	\$12.25

### 2. Wage Increases

All full-time Employees who have been actively employed with the Employer for a minimum of one year will be entitled to a ratification bonus pursuant to the following schedule:

- a. Less than 1 year of service - \$0
- b. More than 1 years but less than 2 years of service - \$150.00
- c. More than 2 years but less and 3 years of service - \$250.00
- d. More than 3 years of service - \$300.00

The bonus will be paid in two equal installments. The first installment will be paid on or before February 1, 2018. The second installment will be paid on or before July 16, 2018. Employees must be employed at the time the bonus is paid to be eligible.

Effective on January 1, 2018, all bargaining unit Employees with at least 120 days of service shall receive a pay increase of three (3) percent. Such increase shall not be added to the scales set forth above. Employees who received an increase of at least three (3) percent due to the increase in state minimum wage on January 1, 2017 shall not receive this increase. Furthermore, any Employee who received an increase of less than three (3) percent due to the increase in state minimum wage on January 1, 2017, shall have the amount of his or her increase offset by the percentage increase he or she received due to the increase in minimum wage. For example, if on January 1, 2017 an Employee received an increase of one (1) percent due to the increase in State Minimum Wage, his or her contractual increase will be reduced to two (2) percent. Furthermore, any Employee who due to the

establishment of the wage scales set forth above receives an increase of at least three (3) percent shall not receive this increase. Finally, any Employee who received an increase of less than three (3) percent due to the establishment of the wage scales set forth above, shall have the amount of his or her increase offset by the percentage increase he or she received due to the establishment of the wage scales.

Effective February 1, 2019, all full-time Employees who have been actively employed with the Employer for a minimum of two (2) years will receive a bonus pursuant to the following schedule:

- a. More than two but less than four years of service - \$150.00
- b. More than four years of service - \$200.00

Effective February 1, 2019, 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 be added to the wage scales set forth above. Employees who receive an increase of at least two and one-quarter (2.25) percent due to the increase in state minimum wage on January 1, 2018 shall not receive this increase. Furthermore, any Employee who receives an increase of less than two and one-quarter (2.25) percent due to the increase in state minimum wage on January 1, 2018, shall have the amount of his or her increase offset by the percentage increase he or she received due to the increase in minimum wage. For example, if on January 1, 2018 an Employee receives an increase of one (1) percent due to the increase in State Minimum Wage, his or her contractual increase so be reduced to one and one-quarter (1.25) percent.

Effective February 1, 2020, all full time Employees who have been actively employed with the Employer for a minimum of three (3) years will receive a bonus pursuant to the following schedule:

- a. More than three but less than five years of service - \$200.00
- b. More than five years of service - \$300.00

Effective February 1, 2020, 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 be added to the wage scales set forth above. Employees who receive an increase of at least two and one-quarter (2.25) percent due to the increase in state minimum wage on January 1, 2019 shall not receive this increase. Furthermore, any Employee who receives an increase of less than two and one-quarter (2.25) percent due to the increase in state minimum wage on January 1, 2019, shall have the amount of his or her increase offset by the percentage increase he or she received due to the increase in minimum wage. For example, if on January 1, 2019 an Employee receives an increase of one (1) percent due to the increase in State Minimum Wage, his or her contractual increase so be reduced to one and one-quarter (1.25) percent.

Increases and wages subject to the provisions of the attached Side Letter.

## **APPENDIX B – SIDE LETTER: WAGE INCREASES**

To the extent any bargaining unit Employee or any individual or organization on behalf of a bargaining unit Employee, files any type of claim or charge or suit, regardless of the forum, alleging he/she is due a pay increase(s) (whether it be across the board or step) pursuant to the terms of the Memorandum of Agreement attached hereto as Appendix A which outlined the terms and conditions of employment for bargaining unit Employees when the Employer assumed control of the Facility on November 1, 2012 (a “Claim”).

1. All future wage increases set forth in this Agreement shall be immediately suspended pending resolution of that dispute(s). Whether those increases shall be granted will be subject to the provisions set forth below.
2. A bargaining unit Employee will be deemed the “Prevailing Party” in any Claim against the Employer if the trier of fact determines that the hourly rate in effect for that Employee was below what it should have been at any point on time on or after November 1, 2012.
3. For a bargaining unit Employee who is a Prevailing Party a determination will be made of the “Highest Differential”. The Highest Differential is calculated as the highest rate of pay the trier of fact determines that Employee was entitled to minus the actual rate of pay the Employee was compensated at during the period in question.
4. The Highest Differential shall be deducted from all future pay increases an Employee is entitled to under this Agreement. The deduction shall come initially from the next in time increase owed under this Agreement, and then shall be applied to closest in time increases contemplated under this Agreement until the full amount of the Highest Differential is exhausted.
5. If the Highest Differential exceeds the future increases an Employee is entitled to under this Agreement, all future increases will be deemed waived. In addition, the difference between the Highest Differential and the dollar amount of future increases which are waived shall be deducted from the Employee’s current rate of pay.
6. If no future increases are contemplated by this Agreement, a Prevailing Party who is a current Employee shall immediately have their hourly rate reduced by the amount of the Highest Differential or all pay increases he or she has received under this Agreement, whichever is smaller.
7. Any Employee who is no longer in the employ of the Employer at the time he or she is deemed to be a Prevailing Party, shall within 30 days of receiving notification from the Employer, pay back to the Employer all increases he or she received under this Agreement.

## APPENDIX C – SIDE LETTER: HEALTHCARE SERVICES GROUP

### 1. HEALTHCARE SERVICES GROUP LETTER OF ASSENT

It is hereby agreed to by Healthcare Services Group (hereinafter “HCSG”) and National Union of Healthcare Workers, (hereinafter referred to as “the Union”) the following:

### 2. RECOGNITION

HCSG hereby recognizes the Union as the exclusive bargaining representative for its Employees at San Rafael Healthcare & Wellness Center (“San Rafael”)

### 3. CONTRACTS BINDING ON HCSG


HCSG agrees to be bound by all the terms and conditions of the Collective Bargaining Agreement between San Rafael and the Union. HCSG further agrees to be bound by any changes to said Agreement as may be negotiated between San Rafael and the Union.

No Employee shall suffer any loss of contractual guarantees and rights as a result of going on the HCSG payroll.

This Agreement shall be in full force and effect until expiration of the Collective Bargaining Agreement between San Rafael and the Union. HCSG hereby assents and agrees to be bound by the terms of the Collective Bargaining Agreement between San Rafael and the Union.

San Rafael shall have no financial responsibility for the subcontractor’s failure to comply with the provisions of this Appendix.

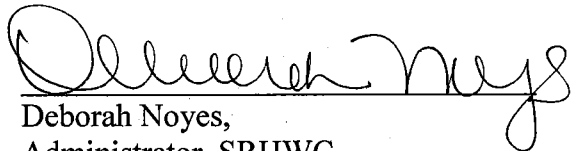
**National Union of Healthcare Workers**



Sal Rosselli  
NUHW President

Date: 10/16/19

**Healthcare Services Group**



Deborah Noyes,  
Administrator, SRHWC

Date: 10/14/19

## **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?