

# AGREEMENT

Between

COUNTRY VILLA HACIENDA HEALTHCARE CENTER  
&  
HEALTHCARE SERVICES GROUP, INC.

and

UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL 1167

DURATION: MAY 1, 2008 - APRIL 30, 2011

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## AGREEMENT

This Agreement is entered into and effective as of this 1<sup>st</sup> day of May 2008, by and between COUNTRY VILLA HACIENDA HEALTHCARE CENTER and HEALTHCARE SERVICES GROUP, INC, hereinafter referred to as the “Employer” or the “Company,” and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1167, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the “Union.”

### ARTICLE 1 - SCOPE OF AGREEMENT

1.1 Definitions. The term “employee” or “employees” as and wherever used in this Agreement shall mean all full-time and regular part-time certified nursing assistants, nursing assistants, restorative nursing assistants, cooks, dietary employees, janitor and laundry and housekeeping employees employed by the Employer at its facility located at 1311 Date Street, San Bernardino, California, but specifically excluding all other employees, office clerical employees, confidential employees, registered nurses, licensed vocational nurses, managerial employees, guards and supervisors as defined in the National Labor Relations Act.

1.2 Supervisory Employees. Employer recognizes the fact that bonafide supervisory employees are only those who have the authority to hire, promote, discipline (counsel and/or warn), discharge or otherwise effect changes in the status of employees or effectively recommend such action, and it is not the Employer’s policy to establish jobs or job titles for the purpose of excluding such employees from the provisions of this Agreement.

### ARTICLE 2 - RECOGNITION AND COVERAGE

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment.

2.2 Bargaining Unit Work. Work generally performed by employees within the bargaining unit shall not be assigned or performed by any person not in the bargaining unit unless:

- A. It is done on a temporary basis only.
- B. A supervisor is performing the work for training purposes.
- C. An emergency situation exists or a situation where providing good patient care requires the work to be performed.
- D. The Union retains the right to grieve such subcontracting if the Union believes the use of such help was only to avoid the use of current employees.

## ARTICLE 3 - UNION SECURITY AND REPRESENTATION

### 3.1 Membership Requirements

3.1.1 Present Union Members. All present employees covered by this Agreement who are members of the Union as of the date of execution of this Agreement shall, as a condition of employment, remain members of the Union in good standing. However, no employee will be required, as a condition of employment, to pay any initiation fees, reinstatement fees or dues to the Union that accrued or were imposed before the date of execution or effective date of this Agreement, whichever is later.

3.1.2 Future Union Members. All present employees covered by this Agreement who are not members of the Union as of the date of execution of this Agreement and all employees covered by this Agreement who are hired thereafter shall, as a condition of continued employment, become members of the Union by the thirty-first (31<sup>st</sup>) day from the date of hire, date of execution or effective date of this Agreement, whichever is later, and thereafter remain members of the Union in good standing. No employee who was employed by the Employer as of the date of execution or effective date of this Agreement, whichever is later, will be required, as a condition of employment, to pay any initiation fees or reinstatement fees to the Union. Nor will any employee employed by the Employer as of the date of execution or effective date of this Agreement or hired thereafter be required to pay retroactive dues to the Union covering the time period before the thirty-first (31<sup>st</sup>) day from their date of hire or the date of execution or effective date of this Agreement, whichever is later. The Union has the right to represent an employee during the ninety (90) day probation period, but not to grieve any actions taken.

3.1.3 Membership Obligations. Upon the failure of the employee to tender initiation fees, reinstatement or dues to the Union required under paragraphs 3.1.1 or 3.1.2 of this Section, the Union shall notify the Employer and the employee by letter of such failure, and the Employer shall discharge said employee no later than the seventh (7<sup>th</sup>) business day after such notice, unless the employee pays or tenders to the Union said unpaid monies prior to the expiration of the seventh (7<sup>th</sup>) business day period. Such notice will be mailed to the facility.

3.1.4 Dues Check Off. The Employer agrees to deduct the regular monthly Union dues and initiation fees uniformly required as a condition of membership in the Union every pay period from the wages of each employee covered by this Agreement who has completed thirty (30) days of employment and has provided the Employer with a voluntary individual written authorization to make such deductions on a form that has been mutually agreed upon by the Employer and the Union. Such deductions, when authorized, shall be made from the net wages due an employee each pay period, and shall be transmitted to the Union's office no later than the twentieth (20<sup>th</sup>) day of the month following the month in which such deductions were made. The deduction shall be expressly limited to regular monthly Union dues and initiation fees only and the Employer shall have no obligation of whatsoever nature to make deductions for any other purpose, including but not limited to, reinstatement fees, special dues, special assessments, fines, strike funds or other assessments.

b. No deductions will be made from the wages of any such employee until the Employer has received a signed copy of a voluntary individual written authorization to make such deductions with such authorization to be received by the Employer no later than the first (1st) day of the month in which the deductions are to commence in order to be deducted for that month.

c. Authorization for such deductions is to be entirely voluntary on the part of each such individual employee, and after one (1) year following his written authorization to make deductions, any such employee may revoke his individual voluntary authorization upon giving thirty (30) days' written notice to the Employer and the Union.

3.1.5 Hold Harmless. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, liabilities, damages, costs, legal fees and expenses that arise out of or by reason of any action that shall be taken by the Employer in complying specifically with the provisions of the foregoing paragraphs 3.1.3 and 3.1.4 of this Section or in reliance on any list or notice which shall have been furnished to the Employer under any of such provisions.

3.2 Hire and Transfer Notice. Within fifteen (15) workdays following an employee's hire or transfer, the Employer will notify the Union of the Employee's name, address, telephone number, Social Security number, job classification, title, rate of pay and date of hire or transfer. The Employer will inform the Union of the name, social security number and date of termination of all terminated employees.

3.3 New Hire Probation. All employees shall be considered probationary employees during the initial ninety (90) days of their employment and shall have no seniority status and will not be eligible for any benefits during said period, but shall receive wages at the contract rate provided for their respective classifications. Their rights and duties shall, in all other respects, be governed by the terms of this Agreement. All part-time employees may have their probation period extended an additional fourteen (14) days, upon mutual written agreement between the Union and the Employer. A probationary employee may be terminated at any time during this period without notice and without recourse through the grievance and arbitration procedures set forth in this Agreement. Upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment.

3.4 X-Rays and Physicals. The Employer agrees to provide employees access to free X-rays and physicals so the employees can meet the state and/or county requirements in regard to pre-employment and annual X-rays and physicals through a contracted physician of the Employer's choice.

The Employer agrees to post the date, time and place of the X-rays and/or physical examinations as early as possible, but not less than five (5) days in advance of date of occurrence. Whenever possible, employees shall be scheduled to work on that day to enable them to take such X-rays and/or physical examinations during their scheduled hours of work.

Employees hired prior to May 1, 1990 may continue to have their X-rays and/or physical examinations done by their own physician. The Employer shall assume the cost of such X-ray and/or physical examinations up to ten dollars (\$10) maximum. To receive such reimbursement, the employee must furnish the Employer with a copy of the physical form.

Any employee who is not scheduled to work during the period the X-rays and/or physical examinations are given to employees shall be compensated for time spent by the employee in reporting and taking the X-rays and/or physical examination, but not less than two (2) hours at the appropriate rate of pay.

3.5 Access of Business Representatives. It is agreed that authorized representatives of the Union shall have the right to conduct Union business within a facility and shall have access to bargaining unit employees in non-work areas during visits for the purpose of making inquiries concerning working conditions, complaints of members of the Union and other matters pertaining to the enforcement of this Agreement. The Union representative will notify the supervisor or, in the absence of a supervisor, a designee, in advance or upon arrival of visit. The Administrator or designee will arrange with the Union for investigations and meetings between employees and Union representatives. Such meetings and investigations shall be conducted in a place designated by the Administrator with no interference of the operation of the facility. The Employer agrees to permit the Union representative, upon request, to review the current roster of employees.

3.6 Bulletin Boards. The Employer shall provide space on a bulletin board at the facility for use of the Union. This space will be used for Union administrative matters, such as Union meeting notices and other material which shall be mutually agreed upon.

3.7 Facility Representative.

A. The employees may elect one (1) Facility Representative per nurse aide shift. Such person shall be acceptable to the employees and the local Union.

B. The Facility Representative under the guidance and at the discretion of the local Union, shall only deal with a representative of the Employer designated to handle grievances.

C. The Facility Representative shall perform their functions outside of their working hours on their own time, unless the Employer, at his sole discretion, requires the Facility Representative's presence during the Facility Representative's regular shift.

D. The Facility Representative shall not direct any employee how to perform or not to perform his/her work, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Employer or any other employee. Activities as a Facility Representative shall in no way interfere with any assigned duties as an employee.

E. 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 either the Facility Representative or the Union Agent at any such disciplinary meeting. No employee shall be disciplined as a result of such a meeting where such employee was denied the presence of a Facility Representative or Union Agent unless, after making a good faith effort, the Employer is unable to secure representation.

F. The Union will inform the company in writing of the names of persons designated Facility Representatives.

#### ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Employer retains the sole right to manage its business, including, but not necessarily limited to, the right to open new facilities or establishments; to transfer, relocate, close or suspend any facility, establishment or operation; to determine the kind, quality and quantity of patients; to establish, maintain and modify patient care standards; to subcontract non-bargaining unit work and/or services to maintain life support and other operations; to manage its workforce; to select and determine the number, types and qualifications of employees required; to direct and assign work to the workforce; to establish and modify the hours of work; to establish and change work schedules and location within the facility;

to determine appropriate levels of staffing; to establish and modify work rules; and, in general, retain all rights not expressly granted in the contract or by law to the Union or to the employees.

## ARTICLE 5 - SENIORITY

5.1 Definition of Seniority. Seniority shall mean an employee's continuous length of service with the Employer from most recent date of hire.

Seniority shall be the determining factor in the event of layoff and recall from layoff, and vacation scheduling provided qualifications and ability are substantially equal.

A leave of absence of thirty (30) days or less shall not alter an employee's seniority date. Employee's seniority date will be appropriately adjusted forward in time for leaves of absence longer than thirty (30) days.

5.2 Vacation Schedule Preference. Employees shall be given their preferences for accrued vacation in accordance with their position in the seniority group.

5.3 Job Posting. All employees will be notified of permanent job openings within the bargaining unit.

5.4 Promotion or Lateral Transfer. Full-time employees who meet the qualifications of a vacant bargaining unit position that is posted in a higher-paying or lateral job classification may submit a written request to the Business Office for the position within five (5) business days after the position is posted. The most qualified candidate will be selected for the position. Where two (2) or more employees of equal qualifications and ability have requested the available position, the employee with the greatest seniority will prevail. If a qualified candidate does not apply for the position within five (5) days from posting, the Employer may hire an outside candidate. Employees who move to a higher-rated (promotion) or lateral classification shall serve a ninety (90) calendar day probationary period. During such ninety (90) day trial period, the employee shall be given thorough instruction and proper orientation in the new work and shall be given an evaluation by the Employer between the thirtieth (30<sup>th</sup>) and fortieth (40<sup>th</sup>) day from the date of transfer. Such evaluation shall be placed in the employee's file. An employee who fails to qualify for the new job classification shall be returned to the immediate, previously held job classification at the applicable rate of pay without loss of seniority.

The Employer may request an employee to transfer to a job classification at the same wage rate or higher wage rate, provided however, the employee shall have the option to accept or reject such transfer without loss of seniority. An employee who is transferred by the Employer as herein provided shall be subject to the probationary provisions of the Promotion and Lateral Transfer section of this Article.

Employees being promoted to the nurse's aide classification who are not certified by the necessary government agency at the time of promotion will serve a trial period of four (4) months or whatever length of time is required by law, whichever is longer.

Any employee denied a request for promotion shall be given a written reason why they did not receive the promotion. If requested by the employee, there will be a meeting between the employee, the Union and the Employer.

5.5 Reduction of Hours and Reduction in Work Force. On any reduction of hours or any reduction of work force, the least senior employee in a job classification within the department at the facility shall be the first reduced in hours, or the first displaced. Such employee may then displace the least senior employee in another department at the facility, provided the employee has the experience and is qualified to perform the work of the least senior employee in said department and previously held that position in good standing at the facility.

The Employer will give as much advance notice as possible to affected employees and the Union of a pending reduction in the work force.

5.6 Part-time Employees. Part-time employees who meet the qualifications of a vacant full-time bargaining unit position that is posted may submit a written request to the Business Office for the position within five (5) business days after the position is posted. If there are no qualified full-time candidates, the most qualified part-time candidate will be selected for the position. Where two (2) or more part-time employees of equal qualifications and ability have requested the available position, the employee with the greatest seniority will prevail. If the position is a different job classification than what the successful bidder held at the time of the bid, the employee will be subject to the same ninety (90) day trial period in the new position under the same terms and conditions as a full-time employee job bidder as provided in Section 5.4 of this Article.

A part-time employee shall be entitled to all part-time hours within the employee's assigned department when such hours become available up to full-time daily and weekly hours, based on seniority; provided the employee has the qualifications and ability to perform the duties of the position claimed.

5.7 Recall Rights. A laid-off employee shall have recall rights for one (1) calendar year, beginning with the date of layoff. Employees shall be recalled by classification seniority.

5.8 Loss of Seniority. Seniority will be lost by:

- A. Voluntary quit.
- B. Discharge for cause.
- C. Failure to accept and report for work within seven (7) business days after date of mailing of notice of recall, which shall be sent by registered or certified letter to the last address shown for the employee on the records of the Employer.
- D. Failure to report for work in accordance with the terms of any leave of absence, unless the terms are otherwise agreed upon by the Employer and employee.
- E. Layoff exceeding twelve (12) months.

5.9 Seniority List. A seniority list of all employees in the bargaining unit shall be established and maintained by the Employer. Such list shall include the full name of the employee in order of seniority, date of hire, classification. The seniority list shall be posted next to the employee's work schedule and a copy of the current list shall be mailed to the local Union.

## ARTICLE 6 - DISCHARGE

6.1 Discharge for Cause. The Employer retains the right to discipline or discharge employees for just and sufficient cause. However, probationary employees may be discharged at will without recourse to the grievance or arbitration procedure of this Agreement.

6.2 Warning Notices. Employees who are discharged for incompetence or failure to perform work as required shall have had one (1) prior warning in writing of such incompetence or failure to perform work as required, with a copy sent to the Union, except that no prior warning is required before discharge for any of the offenses listed in Section 6.3 of this Agreement. The Employer agrees to send a copy of all written warnings to the Union Representative within seven (7) business days from the date of issue. After a period of twelve (12) months without a warning notice being issued to the employee, the Employer will not rely on any warning notice over twelve (12) months old to justify an employee's termination except that the Employer may rely on such warning notice to show a pattern of unsatisfactory job performance. Any disciplinary action involving a reportable incident for resident care, licensing or safety concerns will be retained in the employee's file indefinitely and may be used to determine next disciplinary or training step if a pattern or similar circumstance occurs.

The Attendance Policy shall be posted and any changes shall become effective after two weeks notice and the Union has the opportunity to bargain. The current policy is attached as Appendix B.

Employees who receive warning notices shall be required to sign such warning notice, but such signing shall in no way constitute agreement with the contents of the warning notice. After a period of twelve (12) months without a warning notice being issued to the employee, the Employer will not rely on any warning notice over twelve (12) months old to justify an employee's termination except that the Employer may rely on such warning notice to show a pattern of unsatisfactory job performance.

6.3 Discharge Procedure. Upon the discharge of any non-probationary employee, the Employer shall, within three (3) working days thereafter, excluding Saturday, Sunday and holidays, notify the Union in writing of such discharge stating the reasons therefore.

The Employer shall have the right to immediately discharge any employee without prior warning for: (1) dishonesty, cheating or fraud; (2) insubordination; (3) insobriety, reporting to work or working while under the influence of alcohol or illegal drugs; (4) violation of federal or state elder abuse laws or elder abuse reporting statutes; (5) other resident abuse (including physical, mental, verbal or financial abuse); (6) resident neglect, violation of patients' rights or failure to report these actions; (7) recklessness resulting in injury or harm to the resident; (8) failure to meet resident care standards; (9) gross negligence; (10) theft or inappropriate borrowing, removal or possession of property of a resident, visitor, family member, coworker or the Employer; (11) harassment of a resident, visitor, family member or coworker; (12) threatening, intimidating or violent behavior or engaging in any action that is dangerous to others or to Employer, resident, visitor, family member or coworker property or that is disruptive of work; (13) fighting or inviting another to fight on Employer property; (14) sexual harassment, unlawful discrimination or other unlawful or unwelcome harassment or conduct; (15) possession, distribution, sale, purchase, transfer, exchange, manufacture or use of alcoholic beverages or illegal drugs on Employer property, in the workplace, while on duty, while conducting Employer business or while operating Employer-owned vehicles or equipment; (16) possession of dangerous, hazardous or unauthorized materials, devices, substances or items, such as explosives, firearms or other weapons, on Employer property or in the workplace; (17) unauthorized disclosure or use of confidential or private information relating to a resident, a coworker or the Employer; (18) sleeping on duty; (19)

failure to secure or maintain appropriate licensure, certification or physical examination as required by the facility or State or Federal agencies; (20) falsification of resident charts, timecards or other Employer, resident-related or employment records or asking another employee to falsify such documents and records; (21) negligence or other improper conduct leading to damage of property belonging to a resident, family member, visitor, coworker or the Employer; (22) pleading guilty or no contest to or conviction of any felony or pleading guilty or no contest to or conviction of any misdemeanor involving illegal drugs or controlled substances, theft or other dishonesty or assault or other violent act; (23) solicitation or acceptance of a gratuity or loan from any resident, family member, visitor, supplier, vendor or other person doing business with the Employer; (24) unauthorized use or misuse of Employer equipment or property such as telephones, voice mail, e-mail system, computer or photocopying or fax machine; (25) failure to show up for work as scheduled without proper notification (no call, no show) or leaving the building without authorization or job abandonment; or (26) making false or malicious statements about a resident, family member, coworker, supervisor or the Employer. The Employer shall have the right to establish or modify House Rules, such rules to be conspicuously posted. House Rules shall not be in conflict with any of the provisions of this Agreement. A copy of the House Rules shall be furnished to the Union upon request and, thereafter, any changes in House Rules shall be forwarded to the Union. Other offenses may be grounds for discipline or discharge, depending upon the frequency and/or severity of the offense.

When reasonable suspicion exists employees may be required to submit to a drug/alcohol urinalysis/blood test or any other appropriate medical test. Employees refusing such a test may be fired for insubordination. A confirmatory test, in the case of positive test results, will be conducted. If test results are positive, the employee may be required to enter and successfully complete a treatment program as a condition of being considered for return for work. Such employee may be required to give written consent to future random testing. Failure to consent or to comply will be grounds for immediate discharge for insubordination. Any further detection of substance abuse will result in immediate discharge. Employees requesting rehabilitative treatment for substance abuse must make such request voluntarily and not as the result of any current or perceived disciplinary action being taken by management.

The Employer agrees to exercise fair and reasonable judgement in the application of this Section. The Union, acting on behalf of any employee whom the Union believes to have been disciplined or discharged without proper cause, shall have the right to appeal such discipline or discharge in accordance with the grievance procedure set forth in Article 19 - Grievances and Arbitration of this Agreement. The Employer shall provide copies of written warnings to the employee and shall provide written notice of discharge or suspension to the employee and the Union.

Any employee believing he has been disciplined or discharged unjustly shall have five (5) business days from the date of discipline or discharge to file a protest with the Union. The Union may file a written appeal with the Employer within fourteen (14) business days after the Union or the employee receives written notice from the Employer of the discipline or discharge. Such appeal shall be taken up as provided in the grievance procedure set forth in Article 19 - Grievances and Arbitration of this Agreement. If a written appeal is not filed with the Employer within this fourteen (14) day period, the discipline or discharge shall be conclusively deemed valid and proper.

#### ARTICLE 7 – PERSONNEL RECORDS

7.1 If an employee wishes to inspect his/her personnel file, all such inspections shall be requested in writing to the Administrator, they will be scheduled during regular office hours at a

mutually convenient time for the employee and the Employer and the inspection will be conducted under supervision of the Administrator or corporate representative.

7.2 The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

7.3 Employees, upon written request to the Administrator, shall be given the opportunity to review and make comments regarding any document of a derogatory, critical or negative nature that is to be placed in the employee's file.

7.4 The Employer will notate in the employee's file that there is a companion investigation file housed in the administrator's office.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME

### 8.1 Workweek and Workday:

8.1.1 Workweek. The workweek shall be seven (7) consecutive days, beginning at 7:00 a.m. on Sunday and ending at 6:59 a.m. the following Sunday.

8.1.2 Definition of Week and Day. "Week," as used in this Article, shall mean and consist of a seven (7) day period beginning at 7:00 a.m. on Sunday and ending at 6:59 a.m. the following Sunday. "Day," as used in this Article, shall mean and consist of the twenty-four (24) hour period beginning at 7:00 a.m. and ending at 6:59 a.m. the next day.

8.1.3 Request for Consecutive Days Off. Any full-time employee requesting two (2) consecutive days off, thirty (30) days prior to posting of the work schedule, shall be granted the request. The Employer reserves the right to schedule such consecutive days off. The Employer will grant as many requests as can be scheduled. If granting such requests proves to be unfeasible, the Employer will grant such requests on a seniority basis.

### 8.2 Definition of Full-Time and Part-Time Employees:

8.2.1 Full-Time. A full-time employee is defined as one who is regularly scheduled to work thirty-seven and one-half (37½) hours or more per work week.

8.2.2 Part Time. A part-time employee for group health insurance eligibility under Article 16 – Group Insurance Plans of this Agreement is defined as one who is regularly scheduled to work thirty (30) or more hours but less than thirty-seven and one-half (37½) hours in a workweek. All part-time employees shall receive a minimum of four (4) hours of pay per day upon reporting and remaining available for work on those days that the employee is scheduled or called in to work.

### 8.2.3 On-Call/Per Diem Employee.

A. On-Call/Per Diem Employee Rate of Pay. The rate of pay for an on-call/per diem employee shall not exceed the beginning rate in his/her department. This employee shall not be eligible for any vacation pay, sick leave, holiday pay or any other benefits.

8.3 Recognition - Workweek. In recognition of the five (5) day normal workweek provision of this Agreement, the Employer agrees that part-time jobs shall not be created or scheduled for the purpose of destroying the full-time workday or full-time workweek principle. However, nothing in this Agreement shall be construed to guarantee any employee a full-time workday or a full-time workweek or, except as provided in Section 8.2.2 above, a minimum number of hours per day or per week, and the Employer may modify such workday or workweek at its discretion.

### 8.4 Overtime.

8.4.1 Time and One-Half. The overtime rate of pay of one and one-half (1½) times the employee's straight-time hourly rate shall be paid for:

- A. All hours worked in excess of eight (8) hours during a workday.
- B. All hours worked in excess of forty (40) hours in a workweek.
- C. All hours worked on the sixth (6<sup>th</sup>) day of work in a workweek after having worked thirty-seven and one-half (37½) hours in that workweek.
- D. The first four (4) hours worked on a second (2<sup>nd</sup>) consecutively assigned and approved shift following a full eight (8) hour shift.

8.4.2 Double-Time. The overtime rate of pay will be calculated at two (2) times the employee's straight-time hourly rate for:

- A. All hours worked in excess of twelve (12) hours in a workday.
- B. All hours worked on the seventh (7<sup>th</sup>) consecutive calendar day in a workweek after having worked thirty-seven and one-half (37½) hours in that workweek.

8.4.3 All holiday hours worked shall count as time worked for the purposes of computing weekly overtime.

8.5 Non-Pyramiding. There will be no pyramiding of overtime. No other sections of the Agreement will provide for any pyramiding of overtime pay. All overtime shall be paid in accordance with paragraphs 8.4.1 and 8.4.2 of Section 8.4 of this Agreement.

8.6 Meal Period. All hours shall be worked consecutively, except for a one-half (½) hour non-paid meal period which will be assigned by the supervisor to each employee scheduled to work at least five (5) hours in a given shift. No employee shall be scheduled for more than five (5) hours or less than three (3) hours of work before a meal period. Meals shall be consumed in authorized areas only. All employees shall punch out on the time clock when leaving the work station for the meal period and shall punch back in on the time clock when returning to the work station at the completion of the meal

period. Employees shall be entitled to buy their meals from the facility for the same cost as persons who are non-patients. The meal period will be scheduled as near the middle of the shift as possible.

8.7 Work Schedules. The Employer agrees to post a legible schedule, in ink or other permanent type, of the working hours for all employees. Such schedule shall show each employee's name, starting time, quitting time and days off. It is further agreed that biweekly or monthly work schedules must be made and posted no later than 12:00 noon on Wednesday of the last week preceding the commencement of such biweekly or monthly work schedule. Any change in the schedule of an employee must be made not later than 12:00 noon on Wednesday of the preceding week. If the work schedule is changed after Wednesday without reasonable cause or unless the later change is acceptable to the employee, the matter may be subject to the grievance procedure. Such schedule shall be posted on the bulletin board or at a place where all employees and representatives of the Union may observe same at all times during the workweek. A copy of the schedule shall be furnished to the Union at the request of the Local.

8.8 Rest Period. An employee working more than two (2) hours and up to and including six (6) hours in a workday shall receive one (1) fifteen (15) minute uninterrupted rest period. An employee working more than six (6) hours in a workday shall receive two (2) fifteen (15) minute uninterrupted rest periods during such day. The first rest period shall be given during the first half of the employee's schedule and the second period during the second half of such workday.

8.8.1 Uninterrupted. The term uninterrupted means not being called to perform work. If the employee is called back to work during the rest period, the employee will be given a new uninterrupted rest period to replace that which was interrupted as soon as possible. Any employee working a double-shift shall receive another fifteen (15) minute rest period at the commencement of the second shift.

8.9 Legal Proceedings. Any employee served with a legal notice, citation or subpoena which involves any facet of the Employer's operation or which may require the employee to appear in legal proceedings during scheduled work time shall immediately inform the Employer of such service. Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances or standby in legal proceedings at the request of the Employer.

#### 8.10 Additional Hours.

8.10.1 Volunteer List. Employer will maintain a monthly list of volunteers based on seniority for purposes of alleviating any increased work load due to absences of any nature. If a volunteer cannot be found on the list, then the work will be assigned to the least senior employee who has signed same list volunteering for extra work whenever it is available. In the event that two employees on the list have refused to work such additional hours, management may utilize whatever method it deems necessary to attempt to fill the absence.

It is understood that employees who sign the list for extra work will be expected to work when called. An employee on this list who refuses to report after being contacted on two consecutive occasions will have his/her name dropped from the list for the remainder of current schedule and for the following month's schedule. Each employee must be given the opportunity to sign the list. Upon request the Union shall be furnished a copy of the list.

8.10.2 Assignment of Hours. Scheduled and unscheduled open shifts will first be offered to those employees who do not have a full 5-day workweek based on seniority. If this fails and

attempts are exhausted, unclaimed open shifts whether scheduled or unscheduled, will be assigned to the least senior employees within a classification, and such employees shall be required to work the overtime or additional hours.

8.10.3 Call In. Employees called in to work prior to the beginning of a work shift shall be paid for the hours worked.

8.11 Pay Period. The pay period shall begin at 7:00 a.m. on a given day and ends fourteen (14) days later. The Employer, in its sole discretion and upon giving fourteen (14) days notice to the Union, may change from a biweekly to a semimonthly pay period, meaning the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) and the sixteenth (16<sup>th</sup>) to the last day of the month.

8.12 Paychecks. Paychecks shall be issued to employees on the Wednesday following the end of the prior pay period. The Employer, in its sole discretion and upon giving fourteen (14) days notice to the Union, may change the payday to the tenth (10<sup>th</sup>) and the twenty-fifth (25<sup>th</sup>) of each month to coincide with the implementation of a semimonthly pay period in accordance with Section 8.11 of this Article.

Should payroll checks become available prior to payday and the Employer has completed all necessary procedures regarding such checks, the employees scheduled off on payday will be given his/her check at the end of his/her shift after 3:00 p.m. prior to payday.

Each employee shall have the right to know his/her accruals in sick leave, vacation and holidays. Employees shall request such in writing and the Employer shall provide the requested information in writing within one (1) week.

## ARTICLE 9 - COMPENSATION

9.1 Wages. Appendix A, attached hereto and by reference made a part of this Agreement, sets forth classifications and appropriate wage schedules.

9.2 Work Performed Above Classification. Employees assigned to duties outside their job classification carrying a higher rate of pay shall be paid at the higher rate for all time worked in the higher classification based on seniority in the higher classification. When assigned by management to a lower classification for a temporary period the employee shall not suffer a reduction in pay for work in such lower classification except in connection with the employee's return to work from a leave of absence.

### 9.3 Travel:

9.3.1 Employees required to travel by the Employer during a daily work schedule shall be compensated at their regular straight-time rate of pay.

9.3.2 Employees required to travel by personal car during work hours will be paid forty-eight point five cents (.485¢), or higher if Employer reimburses at a higher rate for other Employer facilities, for each mile.

9.4 Injury on the Job. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. When such employee returns to work following the injury and is certified as ready and able to perform

all regular duties, the Employer shall make a reasonable effort to adjust the schedule without penalty to the employee. When placing said employee back on the schedule, the Employer, among other factors, will take the following into consideration: patient care needs, the existing schedule and the normal working schedule of the employee in question. The Employer will attempt to adjust the schedule without penalty to any of the above-mentioned factors.

9.5 No Reduction in Rates. It is agreed that no employee shall, as a result hereof, suffer any reduction in wages. No employee receiving hourly rates in excess of the rates herein shall be replaced by another employee at a lesser hourly rate for the purpose of avoiding any of the provisions of this Agreement.

9.6 Regulation on Rates. Employer agrees to abide by federal, state, county, city and agency regulations in regard to monies received. The Employer in its sole discretion may pay employees more than the minimum rates set forth in this Agreement. Such monies will be in addition to the rates as outlined in this Agreement.

## ARTICLE 10 - INSURANCE

10.1 Liability Insurance. The Employer shall, as a part of the facility's general liability insurance program, cover each employee within all portions of the policy. The amount limits shall not be less than \$150,000 for each employee in each accident and in the aggregate of \$300,000 per twelve (12) month period for any damages or claims to damages arising out of acts performed in the scope of providing patient care within the established and required procedures of the employee's department or of the facility.

The Employer will hold the employee harmless from any liability on account of deductible features of the policy.

The Employer shall provide the Union with a copy of the policy.

## ARTICLE 11 - HOLIDAYS

11.1 Holidays Observed.

A. For eligible full-time employees who have been employed ninety (90) days, the following days shall be recognized as Holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. Eligible full-time employee's Birthday Holiday is provided in section 11.2.

C. Holidays falling on Sunday shall be observed on the following Monday, and all conditions and benefits applying to the holiday shall be effective on Monday.

D. Following one (1) full year of employment, employees will be entitled to an additional personal holiday of their choosing. Employees must request thirty (30) days advance notice. This additional holiday must be used within one (1) calendar year and should the employee terminate employment at any time, this holiday will not be paid out upon termination.

11.2 Birthday Holiday. After one (1) year of employment, all full-time employees shall be eligible for the birthday holiday as provided in Section 11.1 of this Article.

The birthday holiday will be scheduled by mutual agreement between the employee and the Employer. Such requests for days shall be made in writing thirty (30) days prior to the date requested and normally will be scheduled between thirty (30) days before or after the birthday.

The day substituted for the birthday holiday shall be paid at the normal straight time hours for the full-time employee.

If an employee's personal birthday falls on any of the other recognized holidays, the next day following said recognized holiday shall be considered as the employee's birthday for purposes of this Article and/or holiday benefits and conditions of eligibility, therefore, shall apply under these circumstances to the day following the recognized holiday.

11.3 Holiday Schedule. A schedule of those employees working a holiday shall be posted by the supervisor two (2) weeks in advance of the actual holiday. The Employer will endeavor to rotate the holidays off for eligible employees in as equitable a manner as possible. No employee will be required to work more than two (2) of the following holidays:

- A. Thanksgiving Day.
- B. Christmas Day.
- C. New Year's Day.

Written requests to work on any holiday shall be given first preference, based on seniority. Once an employee has agreed to work on any holiday and the work schedule has been posted, they shall be required to work.

11.4 Holiday Pay for Holiday Worked. Eligible full-time and part-time employees working on a holiday shall be paid the appropriate rate for working the day and shall, additionally, receive holiday pay which is paid at the employee's straight time hourly rate of pay.

11.5 Holiday Pay Eligibility Defined. To receive holiday pay, an eligible employee must work the scheduled workdays immediately before and after the holiday, unless the absence is approved in advance by the employee's supervisor. In no event, however, will an employee be eligible to receive holiday pay if the holiday falls during an unpaid leave of absence. Additionally, if an employee is absent on the day of the holiday on which the employee is scheduled to work, the employee shall not receive holiday pay unless the absence is due to a documented accident or an illness for which the employee provides written certification or verification of illness from a physician.

## ARTICLE 12 - VACATIONS

12.1 Vacation Eligibility. A full-time employee shall receive paid vacations based on the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation</u>
1	1
3	2
5	3
15	4

Eligible employees may accrue vacation up to a maximum cap equal to twice their annual accrual amount. Once an employee reaches this cap, the employee will not accrue any further vacation until they use accrued vacation to drop below the cap. Vacation is not accrued during any unpaid leave of absence.

12.2 Computation of Vacation Pay. Employees will receive vacation pay computed on the basis of straight-time hours worked, plus holiday, vacation and sick leave hours paid.

The base of 1,984 hours shall be used, including holiday, vacation, and sick leave hours paid.

12.3 Benefit Year Defined. For the purpose of vacation calculation, a “Benefit Year” shall start at the date of hire and continue to the next annual anniversary of that date for a period of twelve (12) consecutive months.

12.4 Holiday During Vacation. If a paid holiday falls within the scheduled vacation period of an employee, an additional day of vacation with full pay, or an additional day’s pay in lieu of the holiday, will be granted.

12.5 Vacation at Termination. After one (1) year of employment, an employee who resigns or is terminated shall receive all earned, but unpaid, vacation hours. However, all eligible employees who are discharged for proven gross misconduct shall forfeit all earned vacation hours from the beginning of the current benefit year. Earned and unpaid vacation hours of a deceased employee shall be payable to the deceased’s estate.

12.6 Vacation Schedule. The Administrator shall prepare a vacation preference listing of bargaining unit employees by department seniority not later than November 15 of each year for the purpose of enabling employees to select their vacation periods by December 15 for the next calendar year, by seniority. The Administrator shall prepare and post the definitive vacation schedule in the facility by January 15 of each year. In the event an employee submits a request to change his/her scheduled vacation, after January 15, such request may be granted by the Administrator, provided it does not affect the scheduled vacation of any other bargaining unit employee(s) and it is consistent with the operational requirements of the department.

The first two (2) weeks of vacation time shall be consecutive, unless the employee elects otherwise. At the employee’s request, consecutive weeks of vacation time thereafter will be granted, unless bonafide patient care requirements of the facility cannot be met.

Vacation shall not be in increments of less than one (1) week. In justifiable circumstances, the employee may request to split vacation into increments of less than one (1) week.

The Employer will schedule, where possible, the employee's days off in such a way that they are attached to the employee's vacation period.

If the Employer changes the employee's vacation schedule, they must give the employee one month of notice. Vacations may be requested by employees at any time during the year.

12.7 Vacation Accumulation and Pay. Vacation must be taken annually.

The employee may request vacation pay in writing one (1) month prior to taking a scheduled vacation, and such paycheck will be made available to the employee on the last day of work prior to starting the vacation leave. It is agreed that pay in lieu of vacation time off cannot be granted by the Employer, except that after one (1) year of employment, an employee has the option of cashing out his or her earned and unpaid vacation by submitting a written request to the Employer unless the employee has been or is about to be terminated for proven gross misconduct.

12.8 Vacation Relief. The Employer will provide adequate vacation relief and will, to every extent possible, accomplish required work without undue hardship on any one employee or group of employees.

### ARTICLE 13 - DISABILITY AND UNEMPLOYMENT

13.1 The Employer will cause employees to be covered by unemployment and disability compensation in accordance with the terms of the California Unemployment Insurance Code.

### ARTICLE 14 - SICK LEAVE

14.1 Eligibility. All full-time employees, after completion of ninety (90) days of employment, shall accumulate one-half (½) day of sick leave per calendar month of employment prorated to the actual hours worked up to a maximum total of six (6) days per year. Sick leave shall be paid on the first (1<sup>st</sup>) workday until the employee returns to work as scheduled or until sick leave accrual expires. Sick leave pay will be integrated with State Disability Insurance Benefits as outlined in this Article. Any working day on which an employee works less than four (4) hours shall be considered the first (1<sup>st</sup>) day of absence.

14.2 Sick Pay Defined. Eligible sick leave hours shall be considered the average number of hours of work the employee is usually scheduled and shall be compensated on an "hours worked" basis. Hours worked for the purpose of this section shall be the hours paid for regular time, sick leave, holidays, vacations, but excluding overtime hours.

Employees who failed to work the full year shall be entitled to sick leave on the basis set forth above on a pro rata of total hours worked or paid for during the year preceding the anniversary date as a ratio to two thousand eighty (2,080) hours. If a holiday occurs during a period of paid sick leave, the employee, if otherwise eligible, shall receive holiday pay and such day shall not be charged to sick leave credits.

14.3 Integration of SDI and Sick Leave. All sick leave benefits will be integrated with California Disability Insurance (SDI) benefits received by eligible employees to provide 100% of

normal wages until exhaustion of sick leave benefits and/or the SDI benefits or the return to normal work duties as released by the attending physician.

14.4 Doctor's Certificate. A doctor's certificate may be required by the Employer for absences if the Employer has a reasonable basis to believe the absence is an abuse of this sick leave Article.

14.5 Sick Leave Cash-Out. If, on the employee's anniversary date, the employee has a balance of at least 100 hours of total accrued and unused sick hours, the employee may request a payment of all or a portion of the employee's sick leave balance as a sick hours cash out. The request for the cash out must be made in writing on or before the employee's anniversary date. Sick hours cash out will be paid at the employee's regular hourly rate of pay at the time of the request before any pay increase. Unused sick balance will not be paid in the event of resignation or termination of employment.

14.6 Perfect Attendance. Employer shall pay seven and one-half (7½) hours of bonus pay for four (4) months of perfect attendance without absence. The maximum bonus the Employer will pay is twenty-two and one-half (22½) hours per year. If the employee reports for work and, in the sole judgement of the Employer, is unfit to perform the employee's job functions, then such inability shall not affect the bonus attendance provisions above.

## ARTICLE 15 - LEAVES OF ABSENCE

15.1 Statutory Leaves. The Employer shall administer Family and Medical Leave, Pregnancy Disability Leave and Military Leave in accordance with the requirements of California and Federal law.

15.2 Non-Statutory Medical Leave. A full-time employee, after completion of ninety (90) days of employment and subject to prior written approval from the employee's supervisor or the Administrator, is eligible to take up to twelve (12) weeks of unpaid medical leave in any rolling twelve (12) month period due to the employee's own illness or injury that does not otherwise qualify for statutory leave provided under federal or state law and that prevents the employee from working for more than seven (7) consecutive business days. Prior to taking such leave, the employee must submit a written request to his or her supervisor or the Administrator and must further provide written certification of the need for the leave from the employee's physician. Any accrued and unused vacation and sick leave will be applied to a non-statutory medical leave. Vacation and sick leave hours are not accrued during such a leave, nor will the employee be eligible for holiday pay.

To be able to return to work after a non-statutory medical leave, the employee must provide the Employer with a medical release and fitness-for-duty certificate from his or her physician at least seven (7) days before the date the employee intends to return to work. After an approved leave of twelve (12) weeks or less, and subject to the employee providing the medical release and fitness-for-duty certificate, the Employer will return the employee to the same position the employee held before the leave unless the Employer had to fill the position because of business necessity or the position was eliminated. If the employee's position is no longer available, the Employer will make a reasonable effort to place the employee in a vacant comparable position or, if a comparable position is not available, any other vacant position at the facility for which the employee is qualified at the pay rate for that position. If no such position is available, the employee may be terminated by the Employer without recourse through the grievance and arbitration procedures set forth in this Agreement. If, within twelve (12) weeks from the start of leave, the employee fails to return to work or does not provide the medical release and fitness-for-duty certificate, the employee may be terminated by the Employer without recourse through the grievance and arbitration procedures set forth in this Agreement.

15.3 **Personal Leave.** Personal leaves of absence up to thirty (30) days may be granted to a full-time employee at the sole discretion of the employee's supervisor or the Administrator for any compelling personal reason other than provided elsewhere in this Agreement. The duration of the leave is at the sole discretion of the supervisor or Administrator. The employee must submit a written request for a personal leave for approval thirty (30) days in advance or as soon as possible before the leave is to begin. Personal leaves are unpaid. Any accrued and unused vacation will be applied to a personal leave. Vacation and sick leave hours are not accrued during such a leave, nor will the employee be eligible for holiday pay.

At the completion of an approved personal leave of absence, the employee will be returned to the same position the employee held before the leave unless the Employer filled the position during the employee's absence or the position was eliminated. If the employee's position is no longer available, the Employer will make a reasonable effort to place the employee in a vacant comparable position or, if a comparable position is not available, any other vacant position at the facility for which the employee is qualified at the pay rate for that position. If no such position is available, the employee may be terminated by the Employer without recourse through the grievance and arbitration procedures set forth in this Agreement. An employee who fails to report to work on the first day after expiration of a personal leave will be deemed to have voluntarily terminated his or her employment without recourse through the grievance and arbitration procedures set forth in this Agreement.

15.4 For leaves over thirty (30) days the employee's seniority date shall be adjusted forward in time by the length of the leave.

15.5 **Bereavement Leave.** When a death occurs in the immediate family of an employee, the employee shall be entitled to an unpaid leave of absence of three (3) days when the employee has less than three (3) years of service. Employees with the following years of service will receive paid bereavement leave as follows:

<u>Years of Service</u>	<u>Paid Days for Bereavement</u>
3	1 day paid, 2 days unpaid
7	2 days paid, 1 day unpaid
10	3 days paid

Immediate family is defined as spouse, sister, brother, daughter, son, mother, father, and mother-in-law and father-in-law of the present spouse.

The employee shall be entitled to an unpaid leave of absence of two (2) days in the event of the death of the employee's grandchildren, grandmother, grandfather, stepchildren, step-parents, or other relative living in the employee's home.

An employee may request a payment from the employee's available sick leave balance up to a maximum of twenty-four (24) hours to cover a bereavement leave of absence.

15.6 **Jury Duty.** When an employee is required to be in any court or courthouse for jury service, the employee shall be scheduled for a 9:00 a.m. to 6:00 p.m. day shift on each day of jury service and on a Monday through Friday workweek. Employees shall bring proof of jury services to his/her Employer. Time taken for jury service is unpaid.

On any day of jury service in which an employee is excused entirely or in sufficient time to permit him/her to return to work for a minimum of one-half (½) of his/her regularly scheduled shift, he/she shall be required to do so. On days when the employee does not show up for work the employee shall bring proof of jury duty.

15.7 Any employee who accepts gainful employment while on any leave of absence forfeits all seniority and reinstatement rights to employment at the facility.

#### ARTICLE 16 - GROUP INSURANCE PLANS

16.1 The Employer agrees to make available Life, Accidental Death and Dismemberment, group Medical Insurance and Dental Insurance for the duration of this Agreement to full-time employees who regularly work thirty-seven and one-half (37½) hours or more per week and to part-time employees who are regularly scheduled to work thirty (30) or more hours but less than thirty-seven and one-half (37½) hours in a workweek. Pre-existing limitation is applicable for one (1) year from date coverage effective.

16.2 The Employer shall have the unilateral right to select or change the carrier of any of its group insurance plans at its discretion without negotiation with the Union. The Employer shall also have the right to change any of the benefits, eligibility requirements or levels of coverage provided under any of its group insurance plans at its discretion, in which case the Employer agrees to provide the Union with copies of the summary plan descriptions and will afford the Union up to thirty (30) days to negotiate any proposed changes prior to implementing the changes at the facility.

16.3 Such group insurance plan coverage will be made available as follows:

A. Eligible employees for such group insurance plan coverage are full-time employees who regularly work thirty-seven and one-half (37½) hours or more per week and part-time employees who are regularly scheduled to work thirty (30) or more hours but less than thirty-seven and one-half (37½) hours in a workweek and who have completed their probationary period.

B. Upon an eligible employee's enrollment in the Company group medical plan, after completion of the probationary period, the first (1<sup>st</sup>) through the fourth (4<sup>th</sup>) years of employment, the Employer will pay seventy percent (70%) of the monthly premium cost of the employee's personal coverage and twenty-five percent (25%) of the cost of the dependent coverage. The employee will pay seventy-five percent (75%) of the monthly premium cost for dependent coverage. The fourth (4<sup>th</sup>) and subsequent years of employment, the Employer shall pay one hundred percent (100%) of the cost of the employee's monthly personal coverage, or seventy-five percent (75%) of the cost of the employee's monthly coverage and twenty-five percent (25%) of the cost of dependent monthly coverage. Employees shall be given the choice of either employee coverage or employee and dependent coverage.

C. The employee will pay one hundred percent (100%) of the monthly premium cost for Life, Accidental Death and Dismemberment and Dental insurance coverage.

D. The parties understand and agree that if the monthly premium cost under any of the group insurance plans provided by the Employer increases or decreases at any time, the employee's percentage contribution toward the monthly premium cost will remain the same and thus the employee's monthly premium cost will similarly increase or decrease as the case may be. The parties further understand and agree that any such changes in the employee's monthly premium cost are not subject to

the thirty (30) day negotiation provision set forth in Section 16.2 above and may be unilaterally implemented by the Employer without negotiation with the Union.

#### ARTICLE 17 - RETIREMENT PLAN

17.1 All full-time employees after one (1) year of employment are entitled to enter the Employer's 401(k) plan at the appropriate plan entry date. The Employer will not match this plan.

#### ARTICLE 18 - NON-DISCRIMINATION

18.1 The Employer and the Union agree that they will not discriminate against any employee in regard to tenure of employment or job status because of his/her union activity or membership, race, creed, religion, color, national origin, age, sex or disability. The Employer agrees to consult with the Union regarding any reasonable accommodation of an employee's disability which conflicts with the provisions of this Agreement.

#### ARTICLE 19- GRIEVANCES AND ARBITRATION

19.1 Scope of the Grievance Procedure. Any and all matters of controversy, dispute or disagreement of any kind or character existing between the parties and arising out of or in any way involving the interpretation or application of the terms of this Agreement shall be examined and resolved by the procedures of this Article.

##### 19.2 Grievance Procedure Steps:

19.2.1 Step 1: A grievance shall be taken up orally in the first instance between the employee and a Union representative and the Employer's designated representative within seven (7) business days from the employment action, event, incident or issue that is the subject of the grievance or from notice to the employee or the Union of same, which is earliest.

19.2.2 Step 2: If the grievance is not satisfactorily adjusted in Step 1, it will be reduced in writing, specifying the nature of the grievance in reasonable detail, the provision(s) of the Agreement in dispute, the names of the individual or individuals involved, if any, and the remedy requested sent to the Administrator within five (5) business days following the Step 1 meeting and thereafter promptly taken up between the Union representative and the Employer representative, each of whom has the authority to adjust the grievance. The Employer representative shall respond to the Union representative in writing within seven (7) business days after the grievance has been taken up in Step 2.

19.2.3 Notwithstanding the provisions of paragraphs 19.2.1 and 19.2.2 of this Section, any grievance over an employee's discipline or discharge must be filed by the Union with the Administrator in writing within seven (7) business days after the Union or the employee receives written notice from the Employer of the discipline or discharge. If a written grievance is not filed with the Administrator within this seven (7) day period, the discipline or discharge shall be conclusively deemed valid and proper unless a longer period is mutually agreed to in writing by the Administrator and the Union.

19.2.4 Step 3: If a grievance is not satisfactorily adjusted in Step 2, the grievance may be submitted to arbitration by written notice to the Administrator not later than fifteen (15) business days following receipt of the written answer in Step 2.

19.3 Arbitration. Within fifteen (15) business days from the date of appeal of the matter to arbitration, the parties shall meet to select an Arbitrator. If the parties cannot agree upon an Arbitrator, the Federal Mediation and Conciliation Service shall be requested jointly by the parties to name a panel of five (5) Arbitrators. The parties shall then choose the Arbitrator by alternately striking a name from the list until one (1) name remains as the Arbitrator chosen by the parties and empowered to arbitrate the dispute.

The Arbitrator shall be authorized to rule upon and issue a decision and award in writing on any issue for arbitration, including the question of arbitrability of such issue. The decision and award shall be final and binding upon the parties to this Agreement. Decisions are to be rendered within thirty (30) business days of the final presentation of evidence or briefs; extension(s) will be only by mutual agreement of the parties. The expenses of the Arbitrator and other mutually agreed-to expenses shall be borne equally by the parties. Each party shall be responsible for the cost of its own representation and witnesses.

The Arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning, any of the terms and provisions of this Agreement.

19.4 General. The time limits set forth in this Article may be extended upon mutual agreement of the parties. The first step of the grievance procedure may be mutually waived, but no matter may be appealed to arbitration without having been heard at the second step.

Where two (2) or more employees are part of a common grievance, the matter shall be heard as a single grievance.

If the Employer does not respond within specified time limit(s), the Union may proceed to the next step. Any matter not appealed within specified time limit(s) or during an extension thereof is considered settled.

No settlement or decision of any Arbitrator shall create a basis for retroactive adjustment in any other case.

19.5 Where the grievance is over an employee's discharge from employment, the Union agrees that any arbitration hearing over the employee's discharge will be commenced no later than one hundred twenty (120) days after the date of discharge unless the Employer agrees in writing to waive this requirement. If the arbitration hearing commences more than one hundred twenty (120) days after the date of the employee's discharge, and the Employer is not the primary cause of the delay, the parties agree that the maximum amount of back pay that the Arbitrator may award, if any is to be awarded, is what the employee would have earned at the facility over a six (6) month period beginning from the date of discharge minus any earnings the employee received elsewhere.

## ARTICLE 20 - TERMINATION PAY

20.1 Employees having one (1) or more years of service credit who are separated from the service of the Employer shall be paid for unused vacation time earned on a pro rata basis at the time of separation unless they are terminated for proven gross misconduct.

## ARTICLE 21 - SEPARABILITY CLAUSE

21.1 The provisions of this Agreement are deemed to be separable to the extent that if a court of last resort adjudged any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating an agreement on the provision or provisions so invalidated.

## ARTICLE 22 - MISCELLANEOUS PROVISIONS

22.1 Employee Responsibility. No employee shall be requested to sign any work done by another employee.

No employee will be responsible for changes made on patient's charts when changes are made without employee's knowledge.

22.2 Employee Education and Orientation. It is the employee's responsibility to keep abreast of developments in the health care field. The Employer will arrange during working hours to assist the employees to learn new procedures and to operate new equipment in the Employer's facility.

22.3 Payroll Data. In case of a dispute over wages, the Union representative shall, upon request, have the right to a copy of the necessary payroll and time card information relative to employees covered by this Agreement. The Employer shall notify the Union office in writing of the disposition of the special check if requested to settle the dispute, including the gross amount of wages paid.

22.4 Interview Interrogation. In any instance where an employee is to be interviewed and/or interrogated by the Employer or his representative in respect to any alleged violation of the collective bargaining agreement or alleged infraction of Company policies which may result in disciplinary action including, without limitation, a warning notice, the employee shall be informed of his/her right to have his/her business representative present during such interview or interrogation.

22.5 Polygraphs. No Employer shall demand, allow or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph (lie detector) test or similar test or examination as a condition of employment or continued employment.

## ARTICLE 23 - OBLIGATION

23.1 Requirements. The facility will continue to operate under the guidelines as set forth in Title 22, Division 5, Chapter 3 of the California Administrative Code and the Federal Register, Volume 39, Number 12, Part III of the Articles of Participation of the Medicare Program or as may be amended, and the safety program as set forth by Company policy to comply with reasonable and necessary provisions for the safety and well-being of employees during hours of employment.

23.2 Employer Obligation. The Employer agrees that employees shall not perform duties which violate federal or state laws.

23.3 Bulletin Boards. The facility will permit the Union the use of designated bulletin boards in the employee lunchroom for Union matters.

#### ARTICLE 24 - NEW OR REVISED JOBS

24.1 The Employer retains the right to establish new jobs or revise current jobs, except as limited by this Agreement. The rate of pay is at the discretion of the Employer, subject to all appropriate State and Federal regulations.

24.2 At such time as the Employer establishes a new job or changes the job content of an existing job, a job description shall be written and a rate established for such a new or changed job, and a copy of same sent to the Union.

#### ARTICLE 25 - STRIKE/LOCKOUT

25.1 There shall be no strike, slowdown or other stoppage of work or picketing by employees, and no lockout by the Employer during the life of this Agreement. Notwithstanding the foregoing, if a party to this Agreement fails or refuses to comply with any final and binding arbitration award rendered under Article 19 - Grievances and Arbitration of this Agreement after that non-complying party has exhausted, including before the state and federal courts, all available legal avenues and appeals to review, overturn, vacate, correct or modify the award, this limitation shall not be binding upon the other party.

In the event a violation of this section occurs, the parties will do whatever possible to help return employees to work or to otherwise comply with this section.

The Union and employees agree that they will not honor stranger or sympathy pickets, nor participate or condone sympathy strikes during the term of this Agreement.

#### ARTICLE 26 - MATTERS COVERED

26.1 All matters not covered in this Agreement shall be deemed to have been raised and properly disposed of. This Agreement contains the full and complete agreement between the parties, and neither party shall be required to bargain upon any issue during the life of this Agreement.

The failure of either party to enforce any of the provisions of this Agreement or granted by law shall not be deemed a waiver of any right, nor a waiver of its authority to exercise such right in some way not in conflict with the Agreement.

ARTICLE 27 - EXPIRATION AND RENEWAL

This Agreement shall be effective May 1, 2008 and shall continue in effect until 7:00 a.m. on April 30, 2011. It shall continue in effect from year to year unless changed or terminated as provided herein.

Either party wishing to change or terminate this Agreement must serve written notice of desire to amend to the other party at least ninety (90) days prior to the expiration date.

Applicable federal law which establishes special notice periods for health care institutions shall prevail over this Agreement.

In witness whereof, the respective parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

By: \_\_\_\_\_  
Sharon Ginchansky, Vice President  
Country Villa Hacienda Healthcare Center

By: \_\_\_\_\_  
Bill Lathrop, President  
UFCW Local 1167

APPENDIX A - WAGES

A. 1. The following will be the minimum wages effective May 1, 2008:

<u>CLASSIFICATION</u>	<u>MINIMUM START RATE</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
CNA	\$9.40	\$9.65	\$10.15
Cook	9.30	9.60	10.00
Janitor	9.20	9.45	9.75
Others	8.35	8.60	8.80

2. Effective the first full pay period following May 1, 2008, the following increases to employees' regular hourly rate of pay will be in effect for those employees with three (3) or more years of continuous service as of that date:

CNA's	\$ .80
Cooks	\$ .70
CV Others	\$ .45
HSG	\$ .50

3. Effective the first full pay period following May 1, 2009, the following increases to employees' regular hourly rate of pay will be in effect for those employees with three (3) or more years of continuous service as of that date:

CNA's	\$ .70
Cooks	\$ .50
CV Others	\$ .35
HSG	\$ .40

4. Effective the first full pay period following May 1, 2010, the following increases to employees' regular hourly rate of pay will be in effect for those employees with three (3) or more years of continuous service as of that date:

CNA's	\$ .50
Cooks	\$ .40
CV Others	\$ .25
HSG	\$ .35

B. General and Special Wage Provisions

1. Those rates in A.1. are minimum rates and the Employer at its sole discretion may pay above said rates.

2. It is understood that all wage increases are effective the beginning of the first full payroll period following May 1<sup>st</sup>.

3. The parties acknowledge the wages reflected herein incorporates the wage pass-through amount funded in 1985. The wages contained herein are subject to the Agreement of the parties of June 6, 1985 regarding continued payment of portions of the wages based on continued funding of 14110.6 and 14110.7.

4. P.I.B. (Pay in Lieu of Benefits). Certified Nursing Assistants, may at their option, select a P.I.B. which shall be seventy-five cents (.75¢) above their normal rate. Employees selecting P.I.B. (Pay in Lieu of Benefits) receive the P.I.B. amount of money per hour above their normal wage rate and while receiving such do not qualify for any vacation, funeral leave, sick leave, holiday, jury duty pay, and insurance benefits (Health, Dental, Life), and retirement plan to the extent these benefits are provided in this Agreement. Eligible employees wishing to convert to P.I.B. must notify the Administrator in writing on or before the first of the month for an effective date of the first of the following month. Employees wishing to convert back to benefits must notify Administrator in writing at least 30 days prior to their anniversary date and must apply for health benefits within thirty one (31) days of conversion back to benefit coverage and the employee's rate of pay will be adjusted accordingly. Employees converting to P.I.B. would keep all vacation and sick leave hours accumulated. When these vacation and sick leave hours are used however, they would be paid at regular hourly rate (without P.I.B.). Insurance coverage terminates the end of the month following notification and selection of P.I.B.

5. CNA's are responsible for attending the employer provided in-service (24 hours) in order to renew certification. Attendance at said in-service will be paid hours of work. Those employees not retaining recertification shall not be scheduled for work until recertified.

6. Employees being promoted shall be placed on the scale step of the new classification that gives the employee a raise in pay.

## APPENDIX B

The current Attendance Policy is incorporated as Appendix B, as referenced in Article 6 - Discharge, Section 6.2 of this Agreement.

### ATTENDANCE POLICY

As an employee of Mountainside Healthcare Center, you are expected to understand the direct relationship of your dependability with the quality care we extend to our residents. Unnecessary or frequent absences, late arrivals, or other interruptions of your work schedule put added burdens on your fellow workers and interfere with the facility's operation. It is your responsibility to be knowledgeable about and comply with the facility's attendance policy as follows:

1. All staff members must report all unplanned absences from work to their direct supervisor for each day they miss. The required amount of notice to be given is two (2) hours.
2. An employee who is absent without reporting during the assigned shift (no call, no show) to either their Department Supervisor, the Director of Nurses or the Administrator, is subject to termination.

### ABSENTEEISM POLICY

The following policy outlines the facility's rules on absenteeism. The past attendance record, overall performance record of the employee, and extenuating circumstances of the absence will be taken into consideration when enforcing this policy.

### DISCIPLINARY FOLLOW-UP FOR EXCESSIVE ABSENTEEISM

Excessive absenteeism is defined as three (3) or more incidents of absenteeism in any ninety (90) day period or another incident of absenteeism within 90 days of a prior warning. Excessive absenteeism also includes absences which show a pattern of abuse, such as absences immediately before or after holidays, weekends or scheduled days off, repeated absences on scheduled days that fall on weekends or holidays.

1. First offense -- written counseling session and warning that continued excessive absenteeism will lead to subsequent disciplinary action.
2. Second offense -- written counseling session and warning that continued excessive absenteeism will lead to suspension and/or termination.
3. Third offense -- up to three (3) days suspension or termination.
4. Fourth offense -- termination.

Any time an employee is absent for two (2) or more consecutive days, he/she may be required to bring a written doctor's excuse upon returning to work. These two (2) or more consecutive scheduled days of illness will count as one absence or an "incident of illness."

If an employee reports to work as scheduled, but works less than one-half of the scheduled shift and goes home early, an “absence” will be recorded and included as part of the overall attendance record.

### TARDINESS POLICY

Tardiness is disruptive to the normal routine of the facility and will not be tolerated. The following is a guide regulating tardiness. The past tardiness record of the individual will be taken into consideration when enforcing this policy.

Tardiness is considered to be clocking in any time later than the start of the shift you came to work on.

#### EXCESSIVE TARDINESS IS DEFINED AS:

Two (2) or more instances occurring in any ninety (90) day period.

#### DISCIPLINARY FOLLOW-UP FOR EXCESSIVE TARDINESS

1. First offense - Written counseling session and warning that continued excessive tardiness will lead to subsequent disciplinary action.
2. Second offense - Written counseling session and warning that continued excessive tardiness will lead to suspension and/or termination.
3. Third offense - Up to three (3) days suspension without pay or termination.
4. Fourth offense - Termination.

MEMORANDUM OF AGREEMENT

During the life of the 05/01/08 - 4/30/11 Collective Bargaining Agreement (“Agreement”), the parties understand and agree that the Company may implement company-wide changes to the existing group insurance plans or to any 401(k) Plan that may later be established. The parties further agree that if such changes are implemented, the Company will provide the Union with copies of the summary plan descriptions and will afford the Union up to thirty (30) days to negotiate any proposed changes prior to implementing such changes at the facility except as provided in Sections 16.2 and 16.3.D. of the Agreement.

In witness whereof, the respective parties hereto have executed this Memorandum of Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

By: \_\_\_\_\_  
Sharon Ginchansky, Vice President  
Country Villa Hacienda Healthcare Center

By: \_\_\_\_\_  
Bill Lathrop, President  
UFCW Local 1167