

2023 LABOR AGREEMENT

Between

**MODESTO SNF OPERATIONS,LLC
D/B/A GOLDEN MODESTO CARE CENTER**

and

**UNITED STEEL, PAPER, & FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC
("UNITED STEELWORKERS" or "USW")**



On behalf of its TEMSA Local 12911

Effective at the beginning of the first payroll period after ratification and continuing until the end of the first payroll period after twelve (12) months has passed.

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ARTICLE I - PREAMBLE

The parties to this Agreement declare and establish these terms and conditions of employment set forth herein to be mutual expressions of understanding bearing the good-faith intentions of each and jointly acknowledge their commitment to harmonious relations thereto bearing in mind that the interests of quality care for facility residents is promoted through the assurance of dignity and respect to employees.

ARTICLE II – AGREEMENT

This agreement is made and entered into by and between Golden Modesto Care Center Modesto, California (hereinafter referred to as the “Employer”) and the Health Care Workers Council of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC (United Steelworkers or USW) on behalf of its Local 12911 (hereinafter referred to as the “Union”).

ARTICLE III - RECOGNITION

The Employer recognizes the Union as the sole representative of all full-time, part-time and per diem/on call certified nursing assistants (CNAs), nursing assistants/non-certified, restorative aids, social services assistants, recreation assistants, health information assistants, central supply clerks, business office assistants, unit secretaries, nutrition services aides, nutrition services cooks and maintenance assistants employed by the Employer at its facility located at 1900 Coffee Rd. Modesto, CA; excluding professional employees, registered nurses, licensed vocational nurses (LVNs), respiratory therapists (RTs), laundry and housekeeping employees, confidential employees, guards and supervisors as defined in the Act. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

ARTICLE IV - MANAGEMENT RIGHTS

All rights, powers, and authority the Employer had prior to entering the collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, by the express provisions of this Agreement. The following rights of the Employer are not all-inclusive but, indicate some of the matters or rights, which belong to and are inherent to the Employer in its capacity as management.

The management of the Employer's business and the direction of the working force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to set employee schedules in its sole judgment to meet the facility's operational needs, to relieve employees from duty because of lack of work or for other reasonable reasons determined by the Employer, the right to determine the extent to which the business shall be operated and to change methods or processes, or to use new equipment, the right to establish schedules of service, to introduce new or improved services, products, methods or facilities and to extend, limit, curtail or close its operations, the right to establish and assign job duties, and the right to establish, eliminate or combine job classifications is vested exclusively in the Employer. The above statement of management functions shall not be deemed to exclude other functions not herein listed. In no case shall the exercise of the above prerogatives be in derogation of the express terms and conditions of this Agreement; provided however, nothing in this Agreement is intended to, or is to be construed in any way to interfere with the recognized prerogative of the Employer to manage and control the business.

In addition, the Employer, due to the nature of the services it provides, must, without qualification, continue to have the right to establish, delete and modify policies and practices, particularly including but not limited to those relating to safety, security, discipline, and control.

In the event the Employer implements changes that affect bargaining unit employees in an area reserved as a Management Right in this Article, the Employer will, where feasible, notify the Union at least thirty (30) calendar days prior to the change and, upon written request by the Union, the Employer shall meet with the Union to discuss the impact of such changes on the employees covered by this Agreement. Where such thirty (30) calendar days' notice is not feasible, the Employer shall provide the Union with as much advance notice as possible. The decision to make such changes shall not (except with respect to seniority and bidding where applicable) be negotiable or grounds for a grievance. If the Employer has provided at least thirty (30) calendar days' notice of a change as described herein and the parties are unable to reach an agreement over the impact of the changes on the employees within a fourteen (14) day period, the Employer shall have the right to implement these changes, and the resulting impact of these changes upon the expiration of the fourteen (14) day period without further consultation with the Union. If it was not feasible for the Employer to provide at least thirty (30) calendar days' notice, it may implement the change and continue bargaining with the Union over the impact of the change on bargaining unit employees until agreement or impasse is reached.

ARTICLE V - UNION MEMBERSHIP

5.1 UNION MEMBERSHIP

All employees on the active payroll as of the effective date of this Agreement and who fall into the categories and classifications and who are employed in the location listed in Article 3 of this Agreement and all future employees hired by the Employer in these same classifications and location shall become members of the Turlock Emergency Medical Services/United Steel Workers Local 12911 (TEMSA/USW 12911) on the thirty first (31st) day following the beginning of their employment or date of execution of this Agreement, whichever is later, and shall thereafter maintain their membership in TEMSA/USW 12911 in good standing as a condition of continued employment.

Employees who fail to pay the monies required by TEMSA/USW 12911 and employees who are required to join TEMSA/USW 12911 and fail to do so upon written request to the Employer from the Union, will be terminated.

5.2 NEW EMPLOYEE/TERMINATION NOTICE/CHANGE OF STATUS

The Employer agrees to furnish TEMSA/USW 12911 each month with the name of all newly hired employees covered by this Agreement, their address, classification, date of hire and the name of terminated employees and date of termination. The Employer shall also provide on a monthly basis, the name, address, and classification of employees who were previously ineligible to be a member of the bargaining unit, but who have become eligible for such representation due to a change in the employee's job status.

5.3 UNION DUES DEDUCTION

Upon receipt of an individual written and un-revoked check-off authorization from the Employee, the Employer will deduct from the pay of such employee during each calendar month a sum equal to that employee's Union monthly membership dues which fell due during the immediately preceding month.

The Employer shall be relieved of making such deductions upon a) termination of employment, or b) transfer to a job other than one covered by the bargaining unit or, c) layoff from work, or d) an agreed leave of absence. Notwithstanding any of the foregoing, upon return of the Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said

deductions.

5.4 INDEMNIFICATION

TEMSA/USW 12911 shall indemnify and save the Employer harmless against all claims, demands, actions, or other liabilities including the Employer's reasonable attorney's fees that may be made against or incurred by it arising from or by reason of any action or inaction by the Employer in carrying out the provision of this Article 45.

5.5 APPLICABLE LAW

The foregoing provisions shall be subject to applicable provisions of Federal and State laws.

5.6 USW DUES SCHEDULE

Effective the first full pay period in after ratification the following dues schedule/procedures will start.

- A. Deductions and Remittance: During the term of this agreement, the Company will deduct from each paycheck, union dues as designated by the International Secretary –Treasurer of the Union, from the wages of the employees covered by this Agreement. The Company shall promptly remit any and all amounts so deducted to the International Secretary-Treasurer of the Union. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the local union along with the membership application of such employee. All payroll deductions shall be forwarded to the International Secretary-Treasurer, United Steelworkers, PO Box 644485 Pittsburgh, PA 15264-4485. The Company shall within ten (10) days remit any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed Summary of Dues form R-115
- B. A copy of the deduction list shall be forwarded to the Financial Secretary of Local Union 12911.

ARTICLE VI - UNION RIGHTS

6.1 SHOP STEWARDS' RIGHTS

The Union shall appoint Shop Stewards who shall be recognized as the representative of the Union for all matters arising under this Agreement to the extent permitted herein. The Union shall advise the Employer as to the identity of the Shop Stewards in writing. In no instance shall the Shop Steward be discriminated against for discharging such duties provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Shop Stewards shall not be required to clock out while performing representational duties during a regularly scheduled work shift but shall not otherwise be paid for such duties and such time shall not be deemed 'worked time' for purposes of computing overtime or double time.

6.2 UNION STAFF REPRESENTATION

An official representative of the Union will be permitted to visit the Nursing Homes to ascertain that the provisions of this Agreement are being observed and to confer with employees covered by this Agreement during their non-work time and in non-work areas. Such visits shall not interfere with the Employer's operation or the performance of employees' duties and the Union representative shall inform the Administrator of his/her visit either prior to or upon entering the premises, before meeting with employees. The Union will furnish the name of the authorized representative and the Employer is obligated only for admission of such authorized representative. Access to the premises during all working hours for the above-stated reasons shall not be unreasonably denied.

6.3 UNION MEETING ON THE PREMISES

The Union may meet with Bargaining Unit employees on the Employer's premises, provided space is available, employees attend such meetings only on non-work time, meetings do not otherwise disrupt resident-care or other facility operations and advance request is made to the Administrator or his/her designee.

ARTICLE VII – SENIORITY

7.1 SENIORITY

Seniority shall be defined as the employee's length of continuous service from date of hire for any current employee with the Employer in a regular full-time or part-time position in the bargaining unit. For any new employees, seniority will commence with the date on which the employee first began work in a bargaining unit position. (per diem, on-call and/or temporary employees shall not accrue seniority while in such positions but shall maintain any previously accrued seniority) Seniority shall accrue and not be lost during a worker's vacation or any approved leave of absence.

An employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:

1. Voluntary quit.
2. Acceptance of or any position with the Employer that is outside the bargaining unit and not covered by this Agreement.
3. Discharge for just cause, after completed grievance procedure.
4. Failure to report to work after a layoff, within fourteen (14) calendar days after written notice of recall is sent to the address that was last provided by the employee.
5. Layoff which either extends: (a) in excess of twelve (12) consecutive months, or (b) for the period of the employee's length of service, whichever is less.
6. Failure to return from a leave of absence following a work-related illness or injury within twenty-four (24) months from the date the leave commences.

A worker whose seniority is lost for any of the reasons outlined above shall be considered as a new employee if the Employer again employs him or her.

7.2 PROBATIONARY PERIOD

All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Employer, shall be subject to a probationary period of ninety (90) calendar days.

7.3 SENIORITY ACCUMULATION

Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the worker's seniority shall be retroactive to their first day of work in the bargaining unit position and shall accrue during his/her continuous employment with the Employer within the bargaining unit covered by this Agreement.

7.4 WORK DURING PROBATIONARY PERIOD

Except as otherwise described (see, Section 14.1), during the probationary period the employees shall work under the terms and conditions of this Agreement.

7.5 ADJUSTING ON-CALL/TEMPORARY EMPLOYEE SENIORITY DATES

If an employee is hired into a per diem/on-call or temporary position and later is awarded a regular full-time or part-time position, his/her seniority date shall be the date he/she was awarded the regular position.

If an employee's status changes from full-time or part-time to per diem/on-call (except due to layoff), he/she will not accrue seniority while in the per diem/on-call position but will maintain seniority accrued up to the date on which the employee's status changed to per-diem/on-call. If such employee is later awarded a regular full-time or part-time position again, his/her seniority date at time of status change to back to full time or part-time, his/her accrued seniority will be reinstated).

7.6 LOW CENSUS

In the event of a temporary decrease in occupancy and/or the level of care required by residents in the facility to the extent that there is insufficient work to require the normal staffing, the Employer shall have the option to assign low census days/hours to employees. Low census days/hours shall be assigned pursuant to the following procedure.

1. The Employer shall first consider whether employees in the job classification and unit that is experiencing low census for the shift shall be reassigned to another position (and/or, where appropriate, another job classification) for which the employee is qualified. Unless specific documented resident care needs are overriding, such reassignment shall be made to the least senior employee in the job class without rotation (this only applies to low-census-driven floating assignments. Floating required to cover unexpected staff vacancies may be equitably rotated among staff based upon resident care needs). No employee shall suffer a reduction in his/her pay due to such temporary reassignment.
2. If reassignment is not appropriate, unless specific documented resident care needs are overriding, low census call-offs shall be made in accordance to the following:
 - a. Employees shall first be asked to volunteer to take low census day/hours (the Employer may provide opportunity for employees to indicate interest in "volunteering" for low census in advance and may assume individuals who do not "sign up" do not wish to volunteer, rather than having to inquire of each scheduled employee within the job class).
 - b. If there are an insufficient number of volunteers to accomplish the necessary reduction then employees shall be designated by the Employer beginning with per diem/on call, then part-time, then full time employees to take a low census day off. Assignments of low census days/hours shall be rotated among the staff in affected departments so that no employee in a department shall be required to take a second low census day until all employees in the department shall have taken a low census day. Low census assignments shall initially be made in the reverse order of seniority. After all employees in a department have taken a low census day then the rotation will begin again with the least senior employee. An employee who volunteers to take a low census day shall be regarded for the purpose of rotation to have been assigned that day as a low census day. Nothing herein shall limit the number of low census days an employee may accept as a volunteer. Low census days shall be without compensation (except Show-Up pay, if applicable). However, employees may use available PTO.
 - c. Should an employee be called off out of turn in the rotation, his/her remedy will be to be skipped in the rotation when his/her "turn" next comes up.

d. If an employee is called off due to low census, the employee shall be eligible to have the hours he/she was scheduled to work count as time worked for the following, including but not limited to: ????

- Eligibility for benefits
- Waiting periods under health insurance and other fringe benefit plan
- Vacation and sick leave accruals

The employee may have to complete a form requesting such "credit" if the Employer's time & attendance system is not set up to automatically track low census hours.

3. It is understood that reduction in hours due to low census is expected to be a temporary state. In the event bargaining unit employees within the same job classification or department are assigned low census time off on a majority of the days during a thirty (30) calendar day period, the Employer and the Union shall meet within ten (10) calendar days of the Union's request to discuss alternatives, including the feasibility of implementing the layoff provisions of this Agreement. Notwithstanding, the Union may request a meeting with the Employer at any point of low census to discuss appropriate solutions, if it is determined that reduction in hours is causing significant distress and economic impact to bargaining unit employees.

7.7 LAYOFF PROCESS

In the event the Employer finds it necessary and desires to reduce its staff by laying-off employees, it shall do so by job classification and shift and use the following process:

1. The Employer shall identify the positions it has determined that staff reductions need to be implemented as well as the number of hours per (or number of shifts per) pay period to be eliminated. The least senior employee(s) beginning with per diem/on call, then part-time, then full-time in the affected job class, whose regularly scheduled hours are within the number identified for reduction on the shift and unit identified for the reduction, will be displaced from their positions first. Notice shall also be sent to the employees within the affected job class on all units and shifts who have less seniority than the employees who are being initially displaced from their positions advising them that, they may be subjected to layoff and/or displacement from their current positions, depending upon the "bumping" decisions made by more senior displaced employees.

Such written notice shall be sent as expeditiously as possible but at least sixty (60) calendar days in advance for permanent layoffs and thirty (30) days in advance for temporary layoffs of the effective date of the proposed layoff and shall identify the effective date of layoff. The notice to the Union shall also include the names of all employees who are subject to being displaced by the layoff and indicate whether there were specific needs the Employer has deemed to be sufficient qualifications factors to override a senior employee's seniority. A current seniority list of all bargaining unit employees shall be provided with the layoff notice.

2. Upon the Union's request, the Employer and the Union shall meet as soon as practical following receipt of the Notice of Layoff to review any potential alternatives to layoff as well as the layoff process and the options available to employees displaced by the layoff to bump into positions of the least senior employees as provided in this Section.

3. As soon as practical prior to the effective date of the layoff, the Employer and a Union representative shall meet with each employee whose position has been identified for reduction to provide the employee with his/her "bumping" options, beginning with the most senior employee.

4. Beginning with the most senior employee whose position has been identified for reduction/ elimination, employees will be offered the opportunity to elect to "bump" into or displace less senior employees in other job classifications for which they are qualified. Employees who opt to transition to a lower rate position that pays less than their former classification will receive a decrease in pay. If they are displaced to a higher rate position they will receive the higher rate of pay.
 - a. When presenting options, employee names will not be associated with their positions. Employees making selection decisions will only see scheduled hours/pay period, unit and shift associated with positions they may consider bumping into.
 - b. Displaced employees may look to bump into any position for which they are qualified. If that employee's position does not have as many regularly scheduled hours/pay period as the Displaced employee's position, the Displaced employee may accept a partial layoff, or
 - c. Displaced employees may take a voluntary layoff until such time a position comes available.
 - d. Employees shall be considered to be "Displaced" either if their positions were identified for reduction/elimination, or if a senior employee "bumped" into their position. Once displaced, an employee will be advised of his/her "bumping" options in order of his/her seniority along with all other displaced employees.
 - e. A position shall be considered to have equivalent regularly scheduled hours if there is not more than eight (8) hours per pay period difference in the number of regularly scheduled hours.
 - f. Probationary employees shall not be eligible for bumping under this provision.

7.8 RECALL

Whenever a vacancy in a bargaining unit position occurs, it shall be posted and such posting shall be sent to employees who are on layoff for less than twelve (12) months or the employee's length of service whichever is less. Such posting shall be sent at least fourteen (14) calendar days prior to being filled. Such Employees may bid on any posted vacancies by seniority. While on lay off employees may elect to work as on-call employees and will be given priority for open shifts up to their pre-layoff scheduled hours per pay period before such shifts are awarded to regular on-call employees or to regular full time or part time employees wishing to pick up "extra shifts".

7.9 CHANGE OF ADDRESS

It shall be the responsibility of the employee to keep the Employer informed of his/her current address, phone number and to notify the Employer at once in writing of any change of address.

7.10 SENIORITY DURING A LAYOFF AND LEAVE OF ABSENCE

An employee shall accrue seniority while he/she is on layoff, disability and work related injury leave. An employee shall also accrue seniority while he/she is on an approved leave of absence.

ARTICLE VIII - EMPLOYEE ORIENTATION

The Employer shall provide new hires with an orientation to the facility, its procedures and methods of maintaining quality care for its residents sufficient to enable employees to perform their duties. The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual employee. The goal of orientation shall be proficiency in the care of patients, the proper function of the facility and cooperative efforts with fellow employees.

As a part of orientation, each new hire will be introduced to their shop steward. A shop steward or designee on paid time, shall be present at all orientation classes and shall be allowed to make a short presentation (not to exceed thirty (30) minutes) in order to distribute dues deduction authorization forms and copies of the Agreement between the parties. The Company will inform the Union (7) seven days prior to the day of orientation when the time of meeting will be held. Although Shop Stewards will be paid for time spent meeting with new hires in orientation, such time will not be deemed "hours worked" for purposes of computing overtime/double time.

ARTICLE VIX - BULLETIN BOARDS

The Employer will allow the union to provide and will allow the posting of Union material on a designated lockable bulletin board supplied by the Union and located in a reasonable location. Union material shall be limited to official union notices, such as notices of meetings, events, negotiations, etc.

ARTICLE X - NON-DISCRIMINATION/HARASSMENT

Neither the Employer nor the Union shall discriminate against or harass any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation or preference, mental or physical disability, marital status, veteran status or any other protected class. No employee covered by this Agreement shall be discriminated against because of membership in the Union or lawful activities on behalf of the Union.

ARTICLE XI - CATEGORIES OF EMPLOYEES

11.1 FULL-TIME EMPLOYEE

A Full-Time employee is one who is regularly scheduled to work ~~works~~ 30 hours or more per week for purposes of benefits eligibility but will be regularly scheduled to work an average of forty (40) or more hours per week. This article is intended only to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or a guarantee of days of work per week or month.

11.2 PART-TIME EMPLOYEE

A Part-Time employee is one who is regularly scheduled to work between twenty (20) and thirty (30) hours per week.

11.3 PER DIEM/ONCALL EMPLOYEE

A per diem/on call employee is one who has no regular schedule of hours of work, but works intermittently as required, typically less than twenty (20) hours per week. Per Diem/on call employees will be used only as replacements for regular Part-time and Full-Time employees who are absent from work or who are not available for work or to fill holes in the work schedule after available full-time and part-time employees have been scheduled for their regularly scheduled shifts/hours.

11.4 ENTRY LEVEL TRAINING POSITIONS

In the event the nursing center offers a paid student training program for nursing assistants, this section will have no bearing on the wage rate, hours, or other terms and conditions of employment during the training period and will not displace any bargaining unit members or be used to meet State, Federal or County minimal patient ratios. Nursing assistant trainees will be required to join the Union after a thirty-one (31) day period. No student/trainee or non-union bargaining members shall displace any bargaining unit members.

Nursing assistant student trainees in a non-paid program are not considered employees and thus, are not eligible to Union membership or representation. Any student Trainee will not displace any bargaining unit members or be used to meet State, Federal or County minimal patient ratios. No student/trainee or non-union bargaining members shall displace any bargaining unit members.

11.5 CONCERNS REGARDING CLASSIFICATION

If it is observed that an On-Call/Per Diem employee has been regularly scheduled for more than 20 hours a week, or a Part-Time employee has been regularly scheduled for 30 or more hours per week for two consecutive months or longer, an employee or the Union may make a written request for a formal review of the feasibility of posting a new part-time or full-time position. Such request shall be submitted to the Administrator and shall identify the employee(s) who has/have been so scheduled. Upon receiving such request, the Employer, in conjunction with Avalon's HR Business Partner for California, will review the work schedules of the identified employees to determine whether the hours worked are based on reoccurring needs of the department that could reasonably support another regular part-time or full-time position or are instead caused by temporary conditions, such as another employee's leave of absence.

The Employer will provide the employee or the Union with a written response to the request for review within fourteen (14) calendar days of its receipt. If the Employer determines that a regular part-time or full-time position can be supported with a reasonably predictable schedule, it will post the position in accordance with the Vacancy and Job Posting provisions of this Agreement. If the Employer determines that posting a new part-time or full-time position is not feasible, it shall describe the specific reasons it reached this conclusion in its written response.

ARTICLE XII - REST PERIODS AND LUNCH PERIODS

All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. Employees shall also be allowed a one-half (1/2) hour unpaid and uninterrupted meal period scheduled as near as possible to the middle of the employee's shift but no later than the 5th hour in the event the shift is six (6) hours or longer. Employees are provided an additional one-half (1/2) hour unpaid and uninterrupted meal period when the employee works more than ten (10) hours in a workday. The second meal period is to begin before the end of the tenth hour of an employee's shift.

Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the Employer's operation. Rest periods and meal periods may be interrupted in case of emergency. If there are interruptions, employees will take their full break or lunch after the emergency has ended. With approval from management, an employee may work through their breaks and lunch. The Employer will then pay one additional hour of straight time to the employee.

ARTICLE XIII - VACANCIES

13.1 VACANCY DEFINITION

For the purpose of this Article, a vacancy is defined to mean any permanent bargaining unit job opening which the Employer intends to fill in the facility and shall be filled by seniority.

13.2 POSTING OF VACANCIES

Notice of all vacancies within the bargaining unit will be posted in each facility and online at the Employer's website for a period of not less than five (5) consecutive work days, including the date of posting but excluding Saturday, Sunday and holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall apply through the Employer's website.

13.3 PREFERENCE FOR VACANCIES

If qualified applicants apply, the Employer shall fill the position with the most senior qualified applicant.

13.4 RETURN TO FORMER POSITION

Any employee who bids successfully on the job opening/vacancy must accept such job and shall be placed in such job opening as soon as possible, but no later than fourteen (14) days. If the Employer determines within thirty (30) calendar days after the date the vacancy is filled that the employee is not performing satisfactorily the employee will be returned to his/her former shift and classification with no loss of seniority previously earned. An employee may also choose to return to their previous position within the thirty (30) calendar day period for any reason. An Extension on the above time frame may be agreed upon by the Employer and Union.

13.5 TRANSFERS

While a vacancy is being posted and pending the determination of the successful bidder, the Employer reserves the right to make such transfers by seniority of bargaining unit employees as may be necessary to fill the job temporarily.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 DISCIPLINE AND DISCHARGE

No Employees shall be disciplined, suspended or discharged without just cause. No grievance relating to disciplinary action shall be valid unless submitted to the Employer in writing within twenty-one (21) calendar days following the discipline, suspension or discharge in questions. In case of discharge or suspension, the employee affected shall receive from the Employer in writing the reason for said dismissal or suspension. Any probationary employee may be discharged or disciplined by the Employer in its sole discretion. No question concerning the disciplining or discharge of probationary employees shall be the subject of the grievance or arbitration procedure.

14.2 PROGRESSIVE DISCIPLINE\CORRECTIVE ACTION DEFINED

The Employer and the Union recognize that the intent of progressive discipline is for the purpose of modifying inappropriate behavior. While the Employer will attempt to modify inappropriate behavior through various means, which may include training and education, the Employer reserves the right to issue corrective action up to and including discharge to any employee based on just cause and the merits of each situation as presented and identified through the course of an investigation. Serious offenses may call for corrective action commensurate with the offense or totality of the circumstances and may not necessarily be based upon the premise of progression.

14.3 PROGRESSIVE DISCIPLINE

Progressive steps are as follows. It is agreed that the nature and severity of an offense will permit imposition of disciplinary action at any level up to and including discharge regardless of prior discipline which may or may not exist:

- Verbal Counseling
- 1st Warning (Written Verbal)
- 2nd Warning
- Final Warning (may include suspension or (PIP) Personal Improvement Plan)(duration to be determined by the employer)
- Termination and/or Discharge

14.4 TERMINATION AND SUSPENSION

The Employer shall send to the authorized Union representative written notification of all discharges and disciplinary suspensions of employees within twenty-four (24) hours after the effective date of such discharge or suspension.

If the Union desires to contest any discharge or suspension, the Union must pursue the matter through the grievance procedure provided for in Article 13 of this Agreement beginning with Step 2.

14.5 WARNING NOTICES/TIME LIMITS

To be considered valid, investigations must be completed and the corrective action issued within fourteen (14) calendar days of the discovery of the misconduct or upon identification of the employee claimed by the Employer in said corrective action unless the employee, witnesses or relevant information or documentation is unavailable during such fourteen (14) calendar days. This time frame may also be extended by mutual agreement. Employees will be provided with copies of any Disciplinary Action Reports that describes discipline issued against them. Discipline will be administered in a timely manner. This time frame may also be extended by mutual agreement.

14.6 LICENSURE

If at any time for any reason, an employee of the Employer is without benefit of State and Local licensure or certification required by State law and/or Local regulations for performance of the duties of that employee, he/she shall be immediately suspended, without pay and shall be given a reasonable opportunity to correct the licensure/certification problem, except that any employee who is able to show a release from license/ certification responsibility from the particular agency requiring the particular license/certificate shall be allowed to continue under the terms of that release. If the license/certificate problem is not corrected by the employee within thirty (30) days, the employee may be subject to progressive/corrective discipline by the Employer, up to and including termination and/or discharge.

14.7 RIGHT TO REPRESENTATION

Management shall ask employees and inform them that it is their right to have a Steward or Representative present in all meetings that will or could lead to discipline. Should an employee decline Union representation for such meeting, it shall be done so in writing. The Union will provide the form to be signed by the employer and employee. A copy of this form will be sent to the Union Representative.

14.8 COMPANY RULES

Company rules and regulations shall be made available to each employee for his/her benefit and understanding. Any modification of these rules and regulations by the Company shall follow Article 4.

14.9 DISCIPLINARY NOTICES

The Employer agrees to provide the Union copies of all disciplinary notices within twenty-four (24) hours after issuance.

- A. It is understood that the disciplinary notices for incidents of unsatisfactory performance for which there has been no recurrence for twelve (12) months, shall not be used in support of any disciplinary action against the employee. Disciplinary action for violation of the Employer's prohibitions against sexual and other forms of unlawful harassment, or patient abuse, will not be removed from an employee's personnel file. An employee may request other disciplinary notices to be removed from the employee's file at the end of the time periods as specified above.
- B. The Employer agrees to provide language on the disciplinary notice form to the effect that the employee's signature is only an acknowledgment of receipt. The Employer and Union encourage employees to sign disciplinary notices. Should the employee refuse to sign, a supervisor's signature will serve as evidence that the employee did receive the disciplinary notice.

14.10 DISCLOSURE

In the event the Employer disciplines or discharges an employee, the Employer will upon request of the Union, provide to the Union copies of any documents or written statements used by the Employer as a basis for its action. Where such documents contain confidential patient care or legal information, such confidential information will be blacked out prior to providing the documents to the Union.

14.11 ADMINISTRATIVE LEAVE

The Employer reserves the right to place employees on paid administrative leave for the following:

- A. Any circumstance when an employee is relieved of duty pending the need for an investigation of an alleged violation that could lead to corrective action or under any circumstance when an employee is relieved of duty pending an investigative administrative process due to serious misconduct which may include, but is not limited to; harassment of any type, patient abuse/neglect, violation of the Employers Alcohol and Substance Abuse Policy, theft of company property or allegations of work place violence, the employee will remain relieved of duty until completion of the investigative administrative process and a resolution has been rendered.
- B. When clinical privileges are suspended during the course of an investigation administrative process of inquiry. Provided, however, that the Employer shall not be obligated to pay an employee placed on Administrative Leave due to suspension by an agency of the state of the employee's certification necessary to perform the duties for which he/she was hired.
- C. Employees shall be provided written notice of the reason for the investigation when placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and remain available for an administrative interview while on administrative leave. The Employer shall concurrently provide the Union with a copy of the written notice upon request. The Employer agrees to disclose information to the Union related to any investigation and the Union agrees to bargain with the Employer in the event the Employer raises a confidentiality concern so that, in situations where there is a legitimate confidentiality concern, the Union and the Employer can find a mutual agreement to ensure confidentiality, such as redacting patient or employee identifying information when PCR's and witness statements are disclosed to the Union during an investigation
- D. The Employer shall use its best effort to expedite the investigation administrative proceedings for all employees on leave.

- E. The union reserves the right to grieve any discipline or corrective action that may be imposed during and/or after an administrative leave.
- F. This Section 14.11 does not prohibit the Employer from imposing unpaid suspensions otherwise consistent with the terms of this Article

14.12 WRITTEN NOTICES

All notices required herein shall be in writing.

14.13 PERSONNEL RECORDS

Within one business day Employees or their Union Representative shall have the right to inspect and copy their personnel files during normal business hours in the presence of an authorized Employer representative.

Upon their request employees shall have the opportunity to review and make written comments to any document which is to be placed in the employee's personnel file. These comments shall become part of the official file.

ARTICLE XV - GRIEVANCE PROCEDURE AND ARBITRATION

15.1 GRIEVANCE PROCEDURE

The purpose of this procedure is a timely adjustment of grievances by the Employer and the Union following a prompt investigation and thorough discussion. In the event any grievance arises concerning the interpretation or application of any of the terms of this Agreement and/or any dispute concerning wages, benefits and working conditions, such matters shall be adjusted according to the procedures and conditions set forth below.

Employees should attempt to resolve problems informally with their immediate supervisor before resorting to the grievance procedure. Any agreement between the employee and the supervisor will be a non-precedent setting settlement.

Step One - The employee or the Union through its steward or field representative shall submit the grievance in writing by email or in person to the Administrator or his/her designee within 21 twenty-one (21) calendar days of the occurrence giving rise to the grievance. The Administrator or his/her designee shall meet with the grievant and/or a Union Representative within fourteen (14) calendar days and give his/her answer in writing within fourteen (14) calendar days after such discussion. In case of a discharge or suspension the grievance must be filed at Step Two within fourteen (14) calendar days of the Union receiving notification of such discharge or suspension. Grievances resolved at this step shall not be precedent setting.

Step Two - If the procedure in Step One fails to resolve the grievance, then within fourteen (14) calendar days after the receipt of the Step One answer, the grievance shall be submitted to the Human Resources Business Partner or his/her designee. The parties shall meet in an attempt to resolve the issue within fourteen (14) calendar days after such submission or at the next regularly scheduled Step Two meeting if such there is or by mutual agreement the parties may submit the matter to some alternative non-binding dispute resolution procedure.

The Human Resources Business Partner or his/her designee shall respond in writing within fourteen (14) calendar days from the date of the meeting or alternative dispute resolution procedure. Disputes resolved at this level may be precedent setting if the parties mutually agree.

Step Three - If the matter is not resolved at Step 2 the Union may submit the grievance to arbitration. The Union must submit notice of intent to arbitrate in writing, stating the issue to be arbitrated to the Employer within fourteen (14) calendar days of receipt of the preceding grievance Step answer. All grievances submitted for arbitration shall be submitted to and an arbitrator mutually agreed upon between the parties or selected from a panel of five (5) obtained from FMCS. If the parties cannot mutually agree upon an arbitrator, each party shall alternately strike the name of an arbitrator on the list provided by FMCS until only one remains, who shall be the arbitrator for that grievance.

The arbitration shall be conducted under the prevailing Voluntary Labor Arbitration rules of the respective organization.

A. The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Union and the Employer and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provision of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents at the arbitration hearing. The arbitrator shall also have the authority to determine the level of discipline was just. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of progressive discipline/corrective action where the Employer shall have the burden of production and proof at the hearing.

The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issue presented in writing by the Employer and the Union. He/she shall be authorized only to interpret the existing provisions of this Agreement as they may apply to specific facts of the issue in dispute.

B. The fees and expenses of the arbitrator shall be borne equally by the employer and the Union. Other arbitration expenses incurred by either party, such as pay for witnesses, legal fees, transcripts fees, etc., shall be the sole responsibility of the party incurring such expenses.

C. Monetary awards shall be reduced by any unemployment compensation or other compensation earned or received by the grievant.

D. The decision of the arbitration shall be final and binding on the Employer, the Union and the grievant.

15.2 TIME LIMITS

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and this extension must be confirmed in writing within the specified time limits. In the event either party fails to advance/respond to the grievance within the time limits specified, the grievance shall be deemed advanced to the next step of the grievance process. If the Employer sends a written notice to the Union that it believes the Union has failed to timely advance a grievance and the Union does not respond within fourteen (14) calendar days, the grievance will be deemed to have been withdrawn. The time lines for the Union to advance the grievance shall not run until the Employer's response at the preceding step has been submitted.

15.3 PARTICIPANTS

The Employer agrees that the grievant shall be allowed to participate in any and all steps of the dispute procedure. The parties agree to exercise their best efforts to arrange grievance meetings which accommodate the schedule of all participants.

15.4 LIABILITY

Liability for back wages, time off accruals or any other economic benefit shall be limited to three hundred sixty-five (365) days from the date a grievance is appealed by the Union to arbitration or to any other method of resolution mutually agreed to by the parties. Any time limit extensions requested by the Employer and approved by the Union in writing shall extend the three hundred sixty-five (365) day maximum liability period by an amount of days equal to such extension.

ARTICLE XVI - HOURS OF WORK

16.1 POSTING OF SCHEDULE

A schedule of starting and quitting times and days off shall be posted two (2) weeks in advance. Changes may be made in the schedule prior to its effective date by reason of illness or other unexpected absence or emergency. Once the schedule is in effect, changes to the schedule shall be made with the mutual consent of the employee involved, if mutual agreement to a schedule change is not attainable, the Employer may assign work and pay the appropriate rate of pay outlined below in this Article

16.2 WORK WEEK

Each work week commences at 12:01 a.m. on Sunday and ends the following Saturday at 12:00 a.m. midnight. The Employer will notify the Union of any change in the work week.

16.3 PAY PERIOD

The payroll period consists of fourteen (14) consecutive days, commencing at 12:01 a.m. on Sunday and ending fourteen (14) days later on Saturday at 12:00 a.m. midnight. The Employer will notify the Union of any changes in the payroll period.

16.4 OVERTIME DEFINITION

If an employee works in excess of eight (8) hours per work day (daily overtime) or forty (40) hours per week (weekly overtime) he/she will be paid at the rate of time and one half (1½). All time worked in excess of twelve (12) hours in any work day shall be paid at the rate of two (2) times the employee's straight time hourly rate of pay. There shall be no pyramiding of overtime.

16.5 DAYS OFF

The parties agree to draft and implement a Scheduling Pilot Program in the form of a Memorandum of Understanding (MOU) within ninety days after ratification. This Pilot program will be in force for six (6) months and may be extended by mutual agreement. In the event that the MOU is not extended, the schedule for each full-time employee shall provide for a three (3) day weekend off every three (3) weeks. This three (3) day weekend will consist of a Friday, Saturday and Sunday, or a Saturday, Sunday and Monday. Provided that the days off may be split or rotated by mutual agreement, without penalty. No employee shall be required to work on his/her day off. Once a schedule has been posted, an employee's day off shall not be changed to avoid paying overtime.

16.6 FILLING OPEN SHIFT

When the Employer determines a shift is open at least forty eight (48) hours in advance of when the shift is scheduled to begin, such shift shall first be offered in the following order:

- A. Full-time employees who have lost hours,
- B. Part-time employees/per diem, in seniority order who is not scheduled to work, or have not worked forty hours in the week of the open shift.
- C. If the shift remains open after exhausting such part-time employee list then full-time employees shall be offered the open shift in seniority order for overtime.

- D. Part time employees by seniority for over time.
- E. Management / outside non-barging unit employees.

16.7 SPLIT SHIFTS

The Employer will not be able to schedule split shifts unless mutually agreed to by the employee.

16.8 EMPLOYEE MOVEMENT

To maintain required standards of the care for facility patients, the Employer may reassign employees on their current shift to another station or group without mutual agreement.

Employees will be moved in the following manner:

1. Volunteer
2. Registry
3. On-call
4. Part time
5. Full time

Reassignments may be directed within the stations or groups based upon bona fide concerns regarding an employee's skills, experience, competence or resident requests that prevent assignment of a particular employee to a given station or group.

16.9 WORK ON DAYS OFF

If while on their day off an employee is called to work and reports to work within two (2) hours of being called shall be paid four (4) hours call-in pay at their regular hourly rate of pay, plus all hours worked.

16.10 SHIFT TRADES/GIVEAWAYS

Regularly scheduled full-time and part-time employees will be allowed to trade shifts/or giveaway partial or whole shifts by submitting a written shift change form to the scheduler or by submitting the request using the Employer's online scheduling platform (currently OnShift). The Employer must receive these requests with at least seven (7) calendar days advance notice. When shifts are being given away, the decision to award the shift will be based on seniority. Notice of approved requests will be provided to the employee through OnShift or in writing.

1. Shift trades/giveaways shall not result in additional labor costs to the Employer unless approved. Shift trades/giveaways must occur during two consecutive pay periods.
2. The shift trade/giveaway will not be allowed for the purpose of avoiding discipline.
3. Employees will be held accountable for shifts they agree to cover.
4. Failure of an employee to show ("no show") for agreed shift trade/giveaway may result in progressive discipline.
5. Shift trades/giveaways may be unlimited partial or whole shifts.
6. The shift trade/giveaway does not result in an uncovered shift.

7. Trades/giveaways that result in a lower level of certification will be presented to the Employers designated scheduler for approval.

16.11 REPORTING PAY

An employee who is permitted to report for work when no work is available, who has not been informed not to report to work, will be paid for one-half (1/2) of the employee's regular shift, but in no event less than four (4) hours reporting pay.

16.12 TARDINESS

The Employer reserves the right to administer progressive discipline on employees for excessive tardiness. In general, ~~we consider~~ three (3) or more unexcused absences, tardies or leaving early in a rotating ninety (90) day period is considered to be excessive. Additionally, more than three (3) missed punches per month is considered excessive tardiness and may result in progressive discipline, unpaid suspension or termination of employment.

16.13 PAYCHECKS

Employees who work the evening and night shifts immediately prior to 10:00 a.m. on payday shall receive their paychecks at the end of their shifts. Paychecks for all other employees shall be available by 10:00 a.m. on payday, unless paychecks have not arrived and been verified.

ARTICLE XVII - JOB DESCRIPTIONS

The Employer will maintain job descriptions for all classifications covered by this Agreement. Job descriptions will be made available to a Union representative or interested employees.

ARTICLE XVIII - JURY DUTY

The Employer believes it is your civic duty to report for jury duty when you are called. If you are called for jury duty, you must tell your supervisor within 48 hours of receiving the summons.

The Employer will let you to take time off for jury duty. We also want to help you avoid the loss of income because of jury service. We will pay you your regular pay for no more than eight (8) hours per day, for up to 10 business days in any 12-month period. Jury duty that goes beyond 10 working days will be reviewed on an individual basis by the Administrator and your supervisor. You are expected to come back to work on any day or half-day that you do not need to serve on the jury.

To receive jury duty pay, you must provide the jury duty statement which includes the pay you received from the court. This document needs to be given to your supervisor. You can get this document at the court.

If you work a night shift, you may ask your Administrator for jury duty leave for the day before you need to report to the court if the time between your shift and the court proceedings does not allow you reasonable time to rest. Your Administrator may choose to excuse you from a partial shift, if this will allow you a reasonable rest time before you need to report for jury duty.

ARTICLE XIX - WAGES

19.1 WAGE RATES

Minimum hiring rates, annual increases and other wages shall be as described in Appendix “A” to this Agreement.

19.2 PTO INFORMATION

The Employer will continue to maintain a list for bargaining-unit employees’ inspection of accrued PTO for each bargaining-unit employee and provide to the Union upon request.

19.3 WORK IN HIGHER CLASSIFICATION

An employee assigned to work in a higher paying classification shall be paid at the highest rate for all time spent working in that classification.

19.4 MEALS AND COFFEE

The Company will post and maintain a notice in the break room advising employees that work a double shift that they may request the same meal prepared for the residents occurring within their second shift at no charge to the employee. All employees shall be entitled to coffee and tea free of charge in the kitchen. Employees may purchase meals on their regular shifts.

19.5 CREATION OF NEW CLASSIFICATIONS

This agreement shall also apply to any new classification (s) which may be established within the scope of duties now included within the covered bargaining unit by this agreement.

19.6 NO REDUCTION IN WAGES OR BENEFITS

No wage rates or benefits will be reduced as a result of the signing of this Agreement, except for changes in wages or benefits specifically negotiated in this Agreement.

19.7 CNA FINGERPRINTING

The Employer will “roll” fingerprints for CNA’s and will reimburse the processing fee. CNA’s must submit appropriate documentation showing payment of their certification and processing of their fingerprints.

19.8 RECERTIFICATION – LICENSE FEES

All required State, County and Federal re-certifications and licenses will be paid by the employer.

19.9 UNIFORM ALLOWANCE

The Employer will provide four (4) uniform pieces (tops and/or bottoms) at no cost to employees who successfully conclude the ninety (90) day probationary period. Using the Employer’s online procurement accounts with designated suppliers, the employee may select and order uniforms from a list approved by the Employer.

Within thirty (30) days of the employee’s work anniversary, the employee may use the Employer’s online procurement accounts with designated suppliers to select and order four (4) additional pieces (tops and/or bottoms) at no cost to the employee from a list approved by the Employer.

At ratification, the Employer will provide four (4) uniform pieces (tops and/or bottoms) to employees whose 2022 anniversary date has already passed.

ARTICLE XX - NO STRIKE/NO LOCKOUT

20.1 NO STRIKE/NO LOCKOUT

The Employer and the Union recognize that because of the community services rendered by the Nursing Homes and because of humanitarian reasons, that one of the purposes of the Agreement is to guarantee that there will be no strikes, sympathy strikes, hand billings adverse to the Employer, slowdowns, lockouts, work stoppages, boycotts or other concerted or economic action intended to be adverse to the Company during the term of this Agreement. Employees agree to be bound by no strike provisions. Nothing herein precludes the Union from communicating with bargaining unit employees or from taking concerted action vis-à-vis the State

20.2 UNAUTHORIZED STRIKE

In the event that an unauthorized strike or other interference with work occurs, the Union shall:

1. Notify the Employer that such strike or other interference with work is unauthorized.
2. Order its members to return to normal work.
3. Advise the employees in writing, that the strike or other interference with work is unauthorized and that the employees are directed to cease such action and return to normal work.
4. Employees who elect to strike may be replaced by the Employer. There is no guarantee the employees will be reinstated to their previous positions when the strike concludes.
5. Employees who elect to strike will be responsible for 100% of their health insurance premiums during the duration of the strike.

ARTICLE XXXI - HEALTH AND SAFETY

21.1 HEALTH AND SAFETY

The Employer agrees to continue to provide a safe and healthful work environment for employees and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling, health and safety in general. The Union acknowledges its responsibility to promote health and safety and will cooperate with the Employer in striving to maintain such standards.

The Employer will provide all necessary Health and Safety equipment in working order for employees to perform their duties.

In an effort to promote a safe and healthful working environment, the Employer and the Union agree to implement reasonable policies related to reasonable suspicion, post-accident, post rehabilitation drug and alcohol testing or sale of illegal drugs or alcohol or working under the influence of illegal drugs or alcohol.

21.2 EMPLOYEE'S RIGHT TO REFUSE UNSAFE WORK

No employee shall be required to work under hazardous conditions or with unsafe equipment, which would be hazardous to him/her or to his/her co-workers and/or a patient's health and safety. Employees who become aware of hazardous conditions and/or unsafe equipment must notify the on-duty supervisor as soon as possible. Employees who violate Company safety rules and regulations may be subject to progressive disciplinary action. No employee will be subject to discipline for reporting a health or safety problem.

21.3 - COMPANY PAID IMMUNIZATIONS

The Employer will either provide or pay the fees for only those immunizations which are in accordance with the recommendations of the United States Public Health Service Advisory Committee on

Immunization Practices which are recommended by the County Health Officer. The Employer reserves the right to determine times and locations within the county of employment where an immunization must be obtained. If the Employer elects to provide an immunization, the Employer will not pay the fees for any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer.

ARTICLE XXII - HEALTH AND WELFARE

***The prior contract language for this Article will be reverted to twelve (12) months after ratification.**

22.1 BENEFIT ELIGIBILITY

The Employer will make available Health, Dental, Vision and Life insurance benefits only to eligible full-time employees beginning on the first day of the month following thirty (30).

22.2 HEALTH PLAN

The Employer offers basic health insurance, dental and vision plans for eligible full-time employees, their spouses, and dependents. The employer assists the employee by paying part of the premium's costs for these benefits. The monthly premium cost sharing for all employees who are taking insurance from the Employer as of the ratification date of this Agreement will be split, 80% company paid and 20% employee paid for all health plans.

22.3 MEDICAL PLAN

The Company will continue to offer current plans, coverage's and premiums. The Company will agree to provide the Union with plan changes. The company reserves the exclusive right to negotiate with insurance carriers to ensure competitive plans, rates and carriers. The company will ensure that its health plan is in compliance with Affordable Care Act (ACA), and any plan changes will be comparable to the current plans offered. The Company will notify the Union per ACA on any proposed changes. For employees who begin to take Employer provided medical insurance after the date of ratification of this Agreement, the Employer will pay eighty percent (80%) of the cost of employee only coverage and fifty five percent (55%) of the cost of dependent coverage.

22.4 DENTAL PLAN

The Company will continue to offer current plans and coverages. The Company will agree to provide the Union with plan changes. The company reserves the exclusive right to negotiate with insurance carriers to ensure competitive plans, rates and carriers. The company will ensure that its health plan is in compliance with Affordable Care Act (ACA), and any plan changes will be comparable to the current plans offered. The Company will notify the Union per ACA on any proposed changes. For employees who begin to take Employer provided dental insurance after the date of ratification of this Agreement, the Employer will pay 50% of the cost of employee only coverage with employees paying the other 50%

22.5 VISION PLAN

The Company will continue to offer current plans and coverage's. The Company will agree to provide the Union with plan changes. The company reserves the exclusive right to negotiate with insurance carriers to ensure competitive plans, rates and carriers. The company will ensure that its health plan is in compliance with Affordable Care Act (ACA) , and any plan changes will be comparable to the current plans offered. The Company will notify the Union per ACA on any proposed changes.

22.6 LIFE INSURANCE

The Employer pays for Fifteen Thousand Dollars (\$15,000) of coverage to all full-time employees. Employees may buy additional Life insurance with proof of insurability.

22.7 PART-TIME EMPLOYEES

If plan eligible, Part-Time employees may elect medical, dental and vision coverage when required by federal or state law.

22.8 PHYSICAL EXAMINATIONS

The Employer agrees to post the date, time, and place of any test, X-Ray, and/or physical examination required by the Employer, at least seventy-two (72) hours in advance of the date scheduled. Physical examinations are paid by the Employer only if the employee keeps the scheduled appointment with the Employer’s selected physician.

22.9 SAVINGS RETIREMENT PLAN

The Employer will make available to all eligible employees a 401(k)-savings retirement plan. Employees may participate as provided in the terms of the plan. There will be no Employer contribution.

The Employer reserves the right to modify/change the plan, including the right to select the investment company. The Employer will give the union advance notice of any changes and discuss the changes upon request, but any such changes shall not be subject to the arbitration provisions of this Agreement.

During the life of this Agreement if the Employer begins making matching contributions towards an employee retirement plan for employees of other Avalon Health Care Group facilities in general, the Employer shall notify the Union and shall automatically begin making such contributions under the same terms and conditions to employees covered by this Agreement.

22.10 FLEXABLE SPENDING ACCOUNT

The Employer will make available to non-probationary employees, a Flexible Spending Account (Section 125) which lets you pay for qualified medical, dental, vision and child care expenses with pre-tax dollars.

ARTICLE XXIII - IN-SERVICE PROGRAM

The Employer will endeavor to make In-Service Programs convenient to employees on all shifts. Time spent in required In-Service meetings will be considered as time worked.

ARTICLE XXIV - BEREAVEMENT LEAVE

Bereavement leave will be three working days off with pay to full-time employees who need to make arrangements for or attend the funeral of an immediate family member. Immediate family members include your:

- Spouse
- Child
- Parent or parent-in-law
- Grandparent or grandparent-in-law
- Grandchild

- Domestic partner
- Daughter-in-law or son-in-law
- Step-parent or step-child
- Brother or sister
- Brother-in-law or sister-in-law
- Aunt or Uncle
- Any relative who lives with the employee

Employees will be eligible for an additional two (2) days of unpaid bereavement so long as their request for such leave meets the requirements of California law.

You are eligible for Bereavement Leave once you finish your 90-day probationary period. If you want to use Bereavement Leave for someone who is not part of the list provided (for instance someone who raised you) you may submit a written request to your Administrator or supervisor. In the request you should explain why you think the leave should be granted. If the Administrator agrees, they will forward the request to the Regional Vice President and the Human Resources Business Partner for the region for final approval.

With approval, you may take up to one full day to attend a funeral. In cases of the death of other friends or relatives, you will need to use PTO hours to be paid for this time. If you do not have enough hours in your PTO Bank, the time off would be without pay.

Pay for bereavement is only given for the actual time you spend away from work for the funeral or its arrangements. If a holiday or part of your vacation occurs on any of the days related to the funeral, bereavement leave will replace your scheduled PTO hours.

ARTICLE XXV - TUITION REIMBURSEMENT

The Employer encourages employees who possess a desire to improve themselves and their position with the company through continuing education. The Employer offers an Educational Assistance benefit to employees who have been employed by the company for at least one year.

A. Degree, License, and Certification Programs.

Full-time employees continuing their education in a job-related field can be reimbursed up to \$1,250 per year. The reimbursement must be applied to registration fees, tuition costs, and the cost of books in an approved educational program.

If you are interested in applying for education reimbursement, you need to fill out a Tuition Reimbursement Request packet. Your request packet must include your supervisor's recommendation. Your request must be approved in advance of each school quarter/semester by your facility Administrator.

Once your Administrator receives your request, they will review the documents provided and decide whether to approve the request. Your Administrator will decide the amount of the reimbursement that will be made (up to the \$1,250 per year maximum), and the number of hours that must be worked by the employee while they are in the program (this may reduce your regularly scheduled hours below full-time while enrolled in classes, but you may be required to pick up additional weekend and/or Holiday hours to maintain as close to a full-time work commitment as possible). You will need to

receive a grade of a C or better to get reimbursed. Requests for reimbursement must be completed with all the necessary documentation within 30 days of the completion of the course.

B. Seminars.

Employees are encouraged to participate in seminars and Continuing Education courses that add to their skills in their chosen position. If you learn about a seminar that you feel can add to your skills, please notify your supervisor. Participation in these seminars can be limited, so it is important that you notify your supervisor about your interest in attending as early as possible. This will give them time to adjust the work schedule to accommodate your request.

Approval for seminars that are reimbursed by the Employer will be based on the available budget for the facility and must be pre-approved. If you are taking a pre-approved seminar in order to receive continuing education credit, you will need to give your supervisor a copy of the Continuing Education Credit Certificate (or other document). We will add this to your personnel file. To get Tuition Reimbursement for a Continuing Education seminar you must:

- Tell your supervisor about the course and its associated cost including the cost of materials and registration. All reimbursement must be approved before you sign up for the course.
- Your supervisor will let you know if the course qualifies for the Tuition Reimbursement Program and how much you will be reimbursed.
- You must turn in your request for reimbursement and receipts within 30 days following the seminar.

C. General.

Reimbursement is only considered for seminars or programs that lead to a degree, license, or certification. The course or seminar must be job-oriented and it must be offered by an approved education or training institution.

In addition to outside education, the Employer may also arrange training programs that help you to progress in your technical knowledge of our business. Other educational assistance programs and the requirements for participation may be announced from time to time.

ARTICLE XXVI - LEAVES OF ABSENCE (LOAs)

26.1 PERSONAL LEAVE

All employees may request an unpaid Personal Leave of Absence (PLOA). A PLOA cannot exceed 90 days in a rolling 12-month period and must be for a minimum of fourteen (14) days. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer.

Personal Leaves may be granted due to special circumstances as determined on an individual basis. Personal Leaves may be granted at the sole discretion of the employer. If granted a PLOA, the employee is required to use all accrued paid time off before the unpaid portion of the leave begins unless otherwise approved by management or his/her designee.

If an employee is granted a PLOA, efforts will be made to hold their position open for the period of the approved leave. If the employee does not timely return from PLOA, the Employer has the right to administratively terminate the employee, unless an extension of PLOA has been approved.

26.2 BENEFITS DURING PERSONAL LEAVE OF ABSENCE

The health and welfare benefits including health care spending accounts for employees on an approved leave of absence may be continued or revoked at their request.

Employees may continue health benefits for the duration of an approved leave of absence, however the employee is responsible for the full insurance premium amount (100%) consistent with COBRA procedures.

If benefits are discontinued employees and/or their qualified dependents will be offered continuation of benefits as provided for in the Internal Revenue code Section 162 (k), Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA).

26.3 FAMILY, PREGNANCY, AND MEDICAL

Employees may request a leave of absence under the provisions of the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, provided they meet all of the criteria required by these Acts. In all cases, the employee should make a reasonable effort to provide the Employer with not less than 30 days' notice of the intent and reason for the leave. The Employer shall have the right to request the Employee obtain medical opinions and certifications supporting the leave request.

In all cases of leave under the provisions of the Family and Medical Leave Act of 1993 or the California Family Rights Act as amended in 1993, the employee shall be returned to their former or an equivalent position upon return from the leave. Employees may elect to use accrued paid time off ("PTO") while on approved family and medical leave.

Medical benefits for employees on Family and Medical Leave will continue to be provided by the Employer on the same basis as when the employee was actively at work provided that if the employee is normally responsible for a portion of the health insurance premium. The employee must continue to make such payments to maintain coverage.

Where the employee has been on leave because of personal illness or injury, the Employer reserves the right to require the employee to submit to a physical examination and/or provide an Employer's Unrestricted Return to Work Clearance Form completed and signed by a physician prior to returning to work.

An employee who does not return to work on the first shift scheduled after a Family and Medical leave will be considered to have voluntarily resigned from employment. The sole exception will be if the employee is prevented from returning to work due to expired licenses, certifications or accreditations, in which case the employee shall have sixty days from the date of the leave expiration to restore any required license, certification or accreditation. The Employer retains the right to progressive discipline any employee who fails to restore the required license, certification or accreditation within the sixty-(60) day period immediately following expiration of such license, certification or accreditation.

26.4 STATE LAW

The Federal Family and Medical Leave Act (FMLA) does not supersede any provision of a State or Local law that provides greater family or medical leave rights than the Act provides. Employers are required to apply provisions of State family leave/medical laws if they are more generous to the employee requesting the leave.

26.5 WORKER'S COMPENSATION LEAVE

Worker's Compensation Insurance benefits shall be granted in accordance with all applicable laws. Worker's Compensation leave runs concurrent with leave taken by the employee for FMLA and CFRA, and with any leave provided as a reasonable accommodation under the ADA and any applicable state law

requiring leave as an accommodation.

Employees who suffer a work-related illness or injury that renders them temporarily unable to perform their regular job duties shall be granted a leave of absence for a maximum of twenty-four (24) months from the date the leave commences.

Employees who suffer a work-related catastrophic illness or injury as defined by the Employer's workers compensation carrier shall be allowed to reapply for employment up to twenty-four (24) months from the original date of injury provided the employee has been provided a complete release from their physician and upon reemployment shall have all seniority restored.

In lieu of a leave of absence, the Employer may offer limited or light duty work for a maximum (120) days to employees who suffer a work-related illness or injury whenever such work is available and the employee is able to safely perform such work.

Employees on a leave of absence due to a work-related illness or injury shall continue receiving all health benefits for a maximum of twenty-four (24) months provided the employee continues paying his/her normal contributions for such benefits. Employees may elect to discontinue health benefits while on a leave of absence.

Employees on a Workers' Compensation leave of absence for less than twenty-four (24) months will be allowed to return to their regular job classification and job assignment only upon verification of medical release by an authorized medical physician.

26.6 UNION LEAVE

Employees may request a leave of absence for Union business without pay for a period of time not to exceed one hundred twenty (120) calendar days. This request must be in writing and must be accompanied by a letter from a Union representative requesting the leave of absence. In no event shall more than four (4) employees at a time receive approval for a leave of absence for Union business. Employees on a leave of absence for Union business will continue to accrue Company seniority.

The Employer must be given (7) days' notice to accommodate the leave. The Employer must be given (14) calendar days' notice of any Union leave that is anticipated to extend longer than a period of (2) scheduled working days. The Employer may opt to allow a leave with less than the required notice if the facility is able to identify a replacement that does not result in overtime. Union leave will not be reasonably denied.

26.7 MILITARY LEAVE

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994. Employees who enter active military service or annual reserve duty requirements will be granted a leave of absence without the loss of seniority and benefits. Reinstatement shall be governed by the Act referenced above. The Employer reserves the right to request verification details from any employee returning from a military leave of absence.

26.8 EXTENSION OF A LEAVE OF ABSENCE

A leave of absence may be extended by mutual agreement between the Employer and the employee.

26.9 RIGHTS UPON RETURN FROM A LEAVE OF ABSENCE

For employees returning from any leave of absence provided under this Agreement, other than those for which federal or state law mandates the terms and conditions of such a return to work, provided the employee gives seven (7) calendar days' notice of his/her intent to return, the Employer shall make every reasonable effort to return employees to an available, vacant position for which the employee is qualified. When an employee returns from any approved leave of absence he/she shall receive the rate of pay (plus any applicable contract-date wage increases) and shall be entitled to all seniority and benefits he/she had

acquired and/or accrued prior to taking such a leave.

An employee who is on an approved leave of absence and who has a projected return to work date shall be eligible to participate in a shift bid if such return to work date is not more than thirty (30) days from the effective date of such shift bid.

26.10 EFFECT OF BENEFITS

An authorized leave of absence shall not affect previously accumulated PTO, medical benefits or vacation.

ARTICLE XXVII - PAID TIME OFF

***The prior contract language for this Article will be reverted to twelve (12) months after ratification.**

On a one time basis only, full and part time employees will be given twelve (12) hours of sick leave as of the beginning of the first payroll period after ratification. No other grants of sick leave will be required during the term of this Agreement.

27.1 PAID TIME OFF (PTO)

Employer provides paid time off (PTO) to all eligible employees. PTO may be used for personal time, vacation or sick time as the employee wishes and shall be paid as time worked.

PTO is available for all regularly scheduled full-time, and part-time employees who were employed prior to the ratification of this Agreement.

PTO benefits are not accrued by part time, temporary, on-call, and intern employees who were hired after the ratification of this Agreement.

All PTO-eligible employees will accrue PTO time for each paid hour. The accrued time is called your PTO Bank. The amount of and rate at which you accrue PTO will depend upon the position you hold and your credited years of service.

If you are eligible for PTO you will begin accruing hours 1st day of employment. But it may not be used until completion of 90 days of employment. At such time the employee may use their PTO hours for planned and unplanned time off. PTO hours will be paid at your base pay rate.

The employer will track your PTO bank including the amount of PTO you earn during each pay period, how much PTO you use and your remaining PTO. You must use hours in your PTO Bank before you can take time off without pay unless prohibited by law.

Full-Time and, ~~Part-time and casual~~ employees hired before ratification PTO Benefit (40 hr. equivalent time off)

	Accrual rate	Yearly Max. PTO
0 through 140 Days	.0317	66 hrs.
141 days to 1yr.	.0437	91 hrs.
1 to 5 years	.0730	152 hrs.
5 to 10 years	.0913	190 hrs.
10+ years	.1096	228 hrs.

Full Time employees hired on or after ratification date:

	Accrual rate	Yearly Max. PTO
0 through 140 Days	.03	62.37 hrs.
141 days to 1yr.	.0415	86.4 hrs.
1 to 5 years	.0692	144 hrs.
5 to 10 years	.0865	180 hrs.
10+ years	.1038	216 hrs

The PTO hours earned in a pay period are considered earned and are added to your PTO Bank at the end of the pay period. The PTO earned in a pay period is based on the total number of hours paid in that pay period, up to 80 paid hours (including used PTO hours). You may not use your PTO until it is earned. Taking more time off than you can cover with your accrued PTO without written authorization to do so may subject you to progressive disciplinary action. Employees hired before the ratification date of this Agreement will be allowed to bank up to two (2) times their yearly PTO allotment. Employees hired on or after the ratification date will be allowed to bank up to one and one half (1.5) times their yearly PTO allotment.

Employees with PTO balances above the maximums described above as of the ratification date of this Agreement shall maintain those balances, but shall not accrue additional PTO until such time as their balance falls below the relevant maximum.

27.2 CHANGE OF EMPLOYMENT STATUS

If an employee changes their employment status from full-time or, part-time or casual to an "On-Call" status, they will be paid out accrued but unused PTO in their PTO Bank. Employees with less than one year of service who change their status to "On-Call" will not lose any PTO hours left in their PTO Bank. The employee will be eligible for payment of their remaining PTO hours, the payment will be made at the employee's base rate of pay on the first full pay check following their status change.

27.3 PLANNED PTO USE

When the employee wants to schedule time off, the employee must complete a PTO Request Form and submit it to the employer. If an Employee requests for paid time off at least fourteen (14) days in advance, the Employer shall respond in writing within seventy-two (72) hours of the request. The employer will make every reasonable effort to accommodate the employees time off request as long as the employee has enough PTO hours in the employees PTO Bank to cover the time requested and shall not be unreasonably denied

When considering PTO Requests submitted at least fourteen (14) calendar days in advance, the Company will approve such PTO requests such that it will allow at least one employee per shift, per Department to be off on PTO on any given day and for the CNA's, the minimum will be one per shift for the South Unit and one per shift for the North Unit on any given day. The Employer will make a good faith effort to approve more PTO requests than the minimum and to approve requests made less than fourteen (14) calendar days in advance as available staffing permits.

An employee may utilize accrued PTO on a daily basis provided the employee notifies the Employer at least two (2) hours prior to the start of the employee's shift. Requests for PTO use in excess of one (1) day must be submitted at least three (3) days in advance of the intended usage date.

Multiple requests that are submitted on the same day, for the same day off, shall be approved in seniority order. PTO requests received with less than fourteen (14) days' notice shall be approved to the extent local staffing requirements permit on a first come, first served basis. Requests for PTO usage which are related to emergencies and other unexpected and unplanned events shall not be unreasonably denied by the Employer. Once an employee's request has been approved and has enough PTO to cover the time off it

cannot be canceled for reasons other than a major emergency. That approval can only be cancelled by the employee.

The employer will also review and may approve PTO requests made in advance based on the employee's expected PTO accrual. The employee's anticipated future PTO balance (based upon his/her regular schedule and rate of PTO accrual) must reasonably be expected to cover the time off requested. If the employee's request for paid time off is approved and then miss a shift due to a call-off, the employee's request for scheduled time off may be revoked in part by the insufficient PTO hours to cover the time off requested. If the employee is allowed to take the requested time off without sufficient PTO hours available; the time off not covered by PTO will be without pay. The employer shall make every reasonable effort to accommodate the request and no request shall be unreasonably denied. PTO will automatically be deducted unless the absence results from covered shifts, Bereavement Leave, Jury Duty, Low Census, or is prohibited by law.

If you miss three or more consecutive shifts because you are sick or injured, you will need to bring a doctor's note and it should also identify the date you are released to return to work and any restrictions imposed on your work.

27.4 PTO DURING LOW CENSUS

At times, the employer may need to cancel or shorten scheduled shifts due to low census or other operational issues. If you miss all or part of a scheduled shift because of low census, you have two choices. You can use hours in your PTO Bank to cover the missed time, or you can choose not to use your PTO hours and go without pay for the hours missed. If you do not want to use your PTO hours, you need to notify your HR/Payroll Coordinator in writing by 9:00 a.m. on the Wednesday following the close of the pay period.

27.5 SEPERATION OF EMPLOYMENT

Upon separation of employment you will be paid for all unused PTO hours as time worked on your final paycheck.

27.6 TRADING PTO FOR CASH (CASH OUT)

All employees will be offered the opportunity to cash out their PTO hours. Cash-outs will be done once per calendar year or additionally with Administrator and/or HRBP/RVP approval. Employees must maintain 60 hours in their PTO bank when cashing out PTO. Also, they will be allowed to cash out up to 100 PTO hours per year. The Employer may postpone cash outs requested for December if the number of requested cash outs exceeds twenty five percent (25%) of bargaining unit employees. The Employer will promptly notify the Union of any such denials so that the parties can discuss if requested.

27.7 DONATING PTO HOURS

An employee may donate hours from their PTO Bank into the Corporate Donation bank to be used by requesting employees for emergency and or special circumstances. If the employee chooses to donate PTO hours, the value of the hours will be equal to the giving employee's hourly rate. The facility HR/Payroll Coordinator will calculate the value of the hours donated in comparison to the hourly rate of the employee receiving the hours.

A. Example, if a higher paid employee donates an hour to an employee paid at a lower rate of pay, the lower paid employee would end up with more than one hour of donated PTO.

B. The Employer must approve all cases where PTO donations are allowed and will not be unreasonably denied

ARTICLE XXVIII HOLIDAYS

***The prior contract language for this Article will be reverted to twelve (12) months after ratification.**

28.1 RECOGNIZED HOLIDAYS

The following holidays are recognized as paid holidays for all Full-Time employees, and for those Part-Time employees who were employed prior to the ratification date of this Agreement:

New Year's Day	Independence Day
Memorial Day	Thanksgiving Day
Christmas Day	Labor Day
One (1) Floating Holiday	

Observation of the foregoing holidays shall be on the day chosen by the federal and/or state governments. For employees working Monday through Friday, if the Holiday falls on a Saturday, it will be observed on the previous Friday. If the Holiday falls on a Sunday, it will be observed on the following Monday. The scheduling of the Floating Holiday will require at least fourteen (14) days advance notice to the Employer.

28.2 ELIGIBILITY

An employee will be eligible for benefits outlined in this Article after the completion of the probationary period. An employee must work his/her last scheduled shift prior to the holiday or his/her first scheduled shift following the holiday unless excused by the Employer. Employees will not be paid for holidays if they are on a leave of absence without pay or if the holiday follows the last day on duty before termination.

ARTICLE XXIX - SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXX - SEPARABILITY

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof directly specified in the decision, provided however that upon such a decision the parties agree to meet to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXXI - SOLE AGREEMENT AND WAIVER

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written and expresses all the obligations of or restrictions imposed on the respective parties during its term. This Agreement can be changed only by a written Amendment executed by the parties hereto. The waiver in a particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

ARTICLE XXXII - SUCCESSORSHIP

In the event of a transfer, sale or assignment of the Employer's facility, the Union will be notified expediently and in advance of such action. The Employer will advise a prospective buyer of the existence of the collective bargaining agreement and request the buyer retain all current employees and maintain the wages, benefits and conditions constituting the Agreement.

ARTICLE XXXIII - POLICIES

Policies will be as provided in the Company Employee Handbook and may be modified from time to time, provided the collective bargaining agreement controls in the event of any conflict. A copy will be provided to the union and employees prior to being implemented.

ARTICLE XXXIV - PREMIUM CONDITIONS

It is understood that the provisions of this Agreement relating to wages, hours and conditions of work are intended to establish minimum terms for the employment of employees subject to this Agreement. As long as the Employer meets these minimum terms it has fully performed its obligations under this Agreement. There shall be no pyramiding of overtime or premium pay.

ARTICLE XXXV - LABOR MANAGEMENT COMMITTEE

35.1 LABOR/MANAGEMENT COMMITTEE

A Joint Labor-Management Committee shall be established to discuss issues such as health and safety and other work-related issues where there is mutual agreement that such discussions should take place. The Committee shall have no power to change any provisions of this Agreement, to negotiate upon items already covered in this Agreement or to resolve grievances, unless there is specific written mutual consent from the Employer and the USW Representative or Local Union President.

The Committee shall be made up of up to three (3) members of management and up to three (3) bargaining unit employees selected by the Union.

The Committee shall use its best effort to meet quarterly. Bargaining unit employees who serve on the Committee shall be eligible for up to eight (8) hours pay for time spent at the meeting. However, said hours shall not be treated as hours worked for overtime or other premium purposes. Reasonable accommodation shall be made to allow employee participation, as long as the Employer's operation does not suffer any degradation.

35.2 QUALITY OF CARE SUBCOMMITTEE.

The Employer and the Union agree to establish a Quality of Care sub-committee that will operate under the umbrella of the facility's Quality Assurance Committee ("QA Committee"). The sole purpose of the sub-committee shall be to review the quality of services provided to residents, including staffing and workload issues and to make recommendations to improve resident services in the context of work design, if applicable or in the current method or system of resident service delivery.

The Employer and the Union agree that quality resident care and an appropriate working environment may be affected by staffing levels and recognize that staffing levels within departments can and will vary with census, acuity and shift.

If constituted, the Quality of Care sub-committee shall meet quarterly or as often as the parties agree. Issues may be brought to the sub-committee members who shall place them on the agenda of the meeting.

The Quality of Care sub-committee shall be comprised of four (4) members: two (2) bargaining unit employees selected by the Union and two (2) representatives of the Employer selected by the Employer. The sub-committee may also include participation (but not voting) by both a Union representative on behalf of the Union and another non-voting representative on behalf of the Employer. The parties may mutually agree to expand the number of sub-committee representatives as the need may arise by a 3/4 vote.

The Quality of Care sub-committee shall document meeting discussions and recommendations in a format to assure their compliance with the purposes and duties of the QA Committee as a whole and to ensure application of the Quality Assurance Privileges found within California Evidence Code Section 1157, Fed Reg. 1395i and any other similar provision of law. A summary of these items shall be provided to the QA Committee for inclusion into the agenda of its quarterly meetings.

The Quality of Care sub-committee may submit its recommendations in writing directly to the Employer's Administrator and/or Director of Nursing ("DON"). The Employer's Administrator and/or DON shall consider the recommendations of the Quality of Care sub-committee and may adopt such recommendations, revise such recommendations or reject such recommendations, subject to such review as may be required by the Employer's governing body. The Administrator and/or DON shall provide a written response to the sub-committee with a copy to the Union, indicating the Employer's stance with respect to the QA sub-committee's written recommendations within fifteen (15) calendar days from the date such recommendations were received.

If the Union disagrees with any decisions regarding formal recommendations made by the Quality of Care Sub-committee reached by the Employer, the Union shall provide confidential written notification to the QA Committee and to the Administrator and/or DON whose decision is being challenged, within 5 days of receipt of the Employer's written response to the sub-committee's recommendation. Such notification shall describe the Union's concerns. If the parties are not able to reach a mutually satisfactory resolution to the matter, the Employer will allow for due process under the grievance process in Article 13.

Up to three (3) bargaining unit employees shall be granted a combined total of up to three (3) hours per quarter of paid release time to attend meetings of one of the above committees. Time will only be paid if the employee misses scheduled work hours to attend such meetings and hours paid or spent in committee meetings shall not be considered hours worked for purposes of calculating overtime.

Nothing in this section shall limit the Employer's sole and exclusive right to manage the facility.

ARTICLE XXXVI - TERM OF AGREEMENT

This Agreement shall become effective at the beginning of the first payroll period after ratification of this Agreement and shall continue in full force and effect through the end of the first payroll period which falls at least twelve (12) months later.. It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration date of this Agreement. or any date thereafter if it is automatically renewed.

APPENDIX A WAGE SCALES

The wage scale below for CNAs shall be effective at the beginning of the first payroll period after ratification

Yrs of Experience	Hourly rate
0	\$20.00
1	\$20.10
2	\$20.20
3	\$20.30
4	\$20.40
5	\$20.50
6	\$20.60
7	\$20.70
8	\$20.80
9	\$20.90
10	\$21.00
11	\$21.20
12	\$21.40
13	\$21.60
14	\$21.80
15	\$22.00
16	\$22.20
17	\$22.40
18	\$22.60
19	\$22.80
20	\$23.00

RNAs: +\$0.25 over CNA on same step

Effective at the beginning of the first payroll period after ratification, CNAs receive either a 3% increase, or the relevant scale rate, whichever is greater.

The scales for all other classifications shall be increased by 3% effective at the beginning of the first

payroll period after ratification. Employees in these classifications will continue to receive step increases.

The maximum hire rate at the 10 year step, which was included in the prior contract, is eliminated. Current employees who were hired at the 10 year step – and who had more than 10 years of relevant experience at the time of hire – shall receive credit for all relevant years of experience for purposes of their wage rate to be implemented herein.

Hy-Lond Modesto – Wage Scale 3/4/2022

CNA, RNA Scale				
Current				
Starting Rate	Step Scale	** RNA rate will be \$0.25 over CNA Scale		
\$17.14	10			
		Max Hire Rate at 10 year		
Proposed Scale		NA Non Certified - \$16.00 flat until Certified thru state then move to CNA scale		
Starting Rate	Step Scale	17.65		
\$17.65	10			
Years Experience	Base Rate from MOU 12/2021 at 12%	2022 Effective first full pay period after ratification	2023 - 3% effective first full pay period after 1/1/2023	2024 - 3% effective first full pay period after 1/1/2024
0	\$17.14	\$17.65	\$18.18	\$18.72
1		\$17.83	\$18.36	\$18.91
2		\$18.00	\$18.54	\$19.10
3		\$18.18	\$18.73	\$19.29
4		\$18.37	\$18.92	\$19.49
5		\$18.55	\$19.11	\$19.68
6		\$18.74	\$19.30	\$19.88
7		\$18.92	\$19.49	\$20.08
8		\$19.11	\$19.69	\$20.28
9		\$19.30	\$19.88	\$20.48
10		\$19.50	\$20.08	\$20.68
11		\$19.69	\$20.28	\$20.89
12		\$19.89	\$20.49	\$21.10
13		\$20.09	\$20.69	\$21.31
14		\$20.29	\$20.90	\$21.52
15		\$20.49	\$21.11	\$21.74
16		\$20.70	\$21.32	\$21.96
17		\$20.90	\$21.53	\$22.18
18		\$21.11	\$21.75	\$22.40
19		\$21.32	\$21.96	\$22.62
>20		\$21.54	\$22.18	\$22.85

NA - \$16.00
 RNA - CNA wage scale plus \$0.25, grandfathered title

Rec Asst, Dietary Scale				
Current				
Starting Rate	Step Scale			
\$ 16.67	10			
		Max Hire Rate at 10 year		
Proposed				
Starting Rate	Step Scale	\$17.00		
\$17.00	10			
Years Experience	Base Rate from MOU 12/2021 at 12%	2022 Effective first full pay period after ratification	2023 - 3% effective first full pay period after 1/1/2023	2024 - 3% effective first full pay period after 1/1/2024
0	\$16.67	\$17.00	\$17.51	\$18.04
1		\$17.17	\$17.69	\$18.22
2		\$17.34	\$17.86	\$18.40
3		\$17.52	\$18.04	\$18.58
4		\$17.69	\$18.22	\$18.77
5		\$17.87	\$18.40	\$18.96
6		\$18.05	\$18.59	\$19.14
7		\$18.23	\$18.77	\$19.34
8		\$18.41	\$18.96	\$19.53
9		\$18.59	\$19.15	\$19.72
10		\$18.78	\$19.34	\$19.92
11		\$18.97	\$19.54	\$20.12
12		\$19.16	\$19.73	\$20.32
13		\$19.35	\$19.93	\$20.53
14		\$19.54	\$20.13	\$20.73
15		\$19.74	\$20.33	\$20.94
16		\$19.93	\$20.53	\$21.15
17		\$20.13	\$20.74	\$21.36
18		\$20.33	\$20.94	\$21.57
19		\$20.54	\$21.15	\$21.79
>20		\$20.74	\$21.37	\$22.01

Hy-Lond Modesto – Wage Scale 3/4/2022

Social Service Asst Scale				
Current Starting Rate				
Starting Rate	Step Scale			
\$ 18.81	10			
Max Hire Rate at 10%				
Proposed Scale				
Starting Rate	Step Scale		\$19.19	
\$19.19	10			
	Base Rate from MOU 12/2021 at 12%	2022 Effective first full pay period after ratification	2023 - 3% effective first full pay period after 1/1/2023	2024 - 3% effective first full pay period after 1/1/2024
Years Experience				
0	\$18.81	\$19.19	\$19.77	\$20.36
1		\$19.38	\$19.96	\$20.56
2		\$19.58	\$20.16	\$20.77
3		\$19.77	\$20.36	\$20.98
4		\$19.97	\$20.57	\$21.19
5		\$20.17	\$20.77	\$21.40
6		\$20.37	\$20.98	\$21.61
7		\$20.57	\$21.19	\$21.83
8		\$20.78	\$21.40	\$22.05
9		\$20.99	\$21.62	\$22.27
10		\$21.20	\$21.83	\$22.49
11		\$21.41	\$22.05	\$22.71
12		\$21.62	\$22.27	\$22.94
13		\$21.84	\$22.50	\$23.17
14		\$22.06	\$22.72	\$23.40
15		\$22.28	\$22.95	\$23.64
16		\$22.50	\$23.18	\$23.87
17		\$22.73	\$23.41	\$24.11
18		\$22.95	\$23.64	\$24.35
19		\$23.18	\$23.88	\$24.60
>20		\$23.42	\$24.12	\$24.84

Hy-Lond Modesto – Wage Scale 3/4/2022

Health Inform Asst, Maint Asst Scale				
Current Starting Rate				
Starting Rate	Step Scale			
\$ 17.41	10			
Max Hire Rate at 10 year				
Proposed Scale				
Starting Rate	Step Scale		\$17.76	
\$17.76	10			
Years Experience	Base Rate from MOU 12/2021 at 12%	2022 Effective first full pay period after ratification	2023 - 3% effective first full pay period after 1/1/2023	2024 - 3% effective first full pay period after 1/1/2024
0	\$17.41	\$17.76	\$18.29	\$18.84
1		\$17.94	\$18.48	\$19.03
2		\$18.12	\$18.66	\$19.22
3		\$18.30	\$18.85	\$19.41
4		\$18.48	\$19.04	\$19.61
5		\$18.67	\$19.23	\$19.80
6		\$18.85	\$19.42	\$20.00
7		\$19.04	\$19.61	\$20.20
8		\$19.23	\$19.81	\$20.40
9		\$19.42	\$20.01	\$20.61
10		\$19.62	\$20.21	\$20.81
11		\$19.81	\$20.41	\$21.02
12		\$20.01	\$20.61	\$21.23
13		\$20.21	\$20.82	\$21.44
14		\$20.41	\$21.03	\$21.66
15		\$20.62	\$21.24	\$21.87
16		\$20.82	\$21.45	\$22.09
17		\$21.03	\$21.66	\$22.31
18		\$21.24	\$21.88	\$22.54
19		\$21.46	\$22.10	\$22.76
>20		\$21.67	\$22.32	\$22.99

Central Supply, Business Office Asst Scale				
Current Starting Rate				
Starting Rate	Step Scale			
\$ 17.86	10			
Max Hire Rate at 10 year				
Proposed Scale				
Starting Rate	Step Scale		\$18.22	
\$18.22	10			
Years Experience	Base Rate from MOU 12/2021 at 12%	2022 Effective first full pay period after ratification	2023 - 3% effective first full pay period after 1/1/2023	2024 - 3% effective first full pay period after 1/1/2024
0	\$17.86	\$18.22	\$18.77	\$19.33
1		\$18.40	\$18.95	\$19.52
2		\$18.59	\$19.14	\$19.72
3		\$18.77	\$19.34	\$19.92
4		\$18.96	\$19.53	\$20.11
5		\$19.15	\$19.72	\$20.32
6		\$19.34	\$19.92	\$20.52
7		\$19.53	\$20.12	\$20.72
8		\$19.73	\$20.32	\$20.93
9		\$19.93	\$20.52	\$21.14
10		\$20.13	\$20.73	\$21.35
11		\$20.33	\$20.94	\$21.57
12		\$20.53	\$21.15	\$21.78
13		\$20.74	\$21.36	\$22.00
14		\$20.94	\$21.57	\$22.22
15		\$21.15	\$21.79	\$22.44
16		\$21.36	\$22.01	\$22.67
17		\$21.58	\$22.23	\$22.89
18		\$21.79	\$22.45	\$23.12
19		\$22.01	\$22.67	\$23.35
>20		\$22.23	\$22.90	\$23.59