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CONTRACT BETWEEN OAK VALLEY HOSPITAL DISTRICT
Oakdale Nursing and Rehab Center (ONRC) AND UNITED STEEL,
PAPER & FORESTRY, RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKER'S INTERNATIONAL
UNION AFL-CIO-CLC ("UNITED STEELWORKERS" OR "USW")
ON BEHALF OF ITS LOCAL UNION, TEMSA 12911
OAKDALE, CALIFORNIA
January 22nd, 2023, through January 21st, 2024





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AGREEMENT

This agreement, dated as of February 15, 2023, is between Oak Valley Hospital District (hereinafter referred to as Oakdale Nursing and Rehab Center (ONRC)) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC, (hereinafter referred to as the Union, USW or United Steelworkers) or its successor on behalf of its Local 12911.

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the employees in the bargaining unit covered by this Agreement and hereinafter defined.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1—PURPOSE OF AGREEMENT

A. Intent and Purpose

It is the intent and purpose of these parties to promote and improve the quality of care and treatment of the patients and to set forth the parties' entire agreement covering wages, hours of work, and working conditions to be observed between the parties hereto and to provide a procedure for the peaceful adjustment and settlement of grievances, claims, disputes, and differences which may arise between ONRC and its employees represented by the Union during the term of this agreement.

B. Rights and Responsibilities

Each of the parties hereto acknowledges the rights and responsibilities of the other and agrees to discharge its responsibilities under this Agreement.

ARTICLE 2—RECOGNITION

ONRC recognizes USW as the sole and exclusive bargaining representative of all full-time and regular part-time, and per diem professional and non-professional employees employed by the District at the Oakdale Nursing and Rehab. Center located at 275 South Oak Avenue and the “300 Wing” of the separate facility located at 350 South Oak Avenue, in the following classifications: RN's (including RN Nurse (RN) and Coordinator Resident Care (RN)), Activities Asst., Medical Records Clerk, CNA I & II, CNA Restorative Nurse Asst., Coordinator—Clinical Care, Coordinator—Social/Case Mgr., Coordinator—Staffing, Housekeeper, Janitor, LVN I & II, Nutritional Aide I & II, Nutrition Cook I & II, Social Services—Patient Advocate, CNA Lift Team.

Supervisors may continue to perform bargaining unit work to the extent they have previously done so, as well as for training, emergencies requiring immediate attention, or other circumstances that are beyond the control of ONRC.

ARTICLE 3—NON-DISCRIMINATION

- A. There shall be no discrimination of any kind by ONRC or the Union against any employee covered by this Agreement on account of race, color, ancestry, political belief, sexual preference or sexual orientation, gender, gender identity or gender expression, religion, sex, marital status, national origin, age, disability, medical condition, or any other characteristic or basis protected by local, state or federal law during the term of this Agreement or any extensions thereto.

Additionally, the Union and the Employer respect and acknowledge the diversity within its workplace and wish to convey respect to all individuals. As used in this Agreement, all pronoun references, e.g., they, them, their, shall be deemed to include the feminine and the masculine.

- B. There shall be no discrimination, restraint, or coercion of any kind by ONRC or the Union on account of membership or participation in the Union, or lack of same.
- C. The terms of this Article represent the mutual expression of intent and commitment to comply with all applicable laws only, and do not give rise to a contractual right that may be grieved under any provisions of this Agreement, by either ONRC, the Union, or any individual employee.

ARTICLE 4—UNION MEMBERSHIP (SECURITY AND CHECK OFF)

- A. All provisions of this Article shall be interpreted to be consistent with the Meyers-Milias-Brown Act.
- B. All employees subject to this Agreement shall, as a condition of employment, beginning on the 31st day following hire or the 31st day following the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union to the extent of paying the periodic dues and the initiation fees uniformly required of Union members.
- C. It is agreed that the Union will provide all current and new employees with information concerning their dues obligations and rights under the law. ONRC shall be provided with a copy of such information within ten (10) days of ratification of this Agreement.
- D. During the term of this Agreement and any mutually agreed upon extension thereof, ONRC will check off monthly dues as designated by the Union upon receipt of an individually signed voluntary check-off authorization on a form agreed to by the parties.
- E. Dues

ONRC will check off monthly dues including where applicable initiation fees each in amounts as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary check-off authorization cards. ONRC shall promptly remit any and all amounts deducted to the International Secretary-Treasurer with a completed summary of USW Form R-115 or equivalent. A copy of the authorization card will be forwarded at the time of signing to the Financial Secretary of the Local Union.

- F The Union shall indemnify ONRC and hold it harmless against any and all claims, demands, suits and liabilities that shall arise out of or by reason of any action taken by ONRC for the purpose of complying with the foregoing provisions.

ARTICLE 5—UNION BUSINESS

The Union shall designate bargaining unit members to receive training provided by the Union. Such employees may decide whether or not to use their accrued PTO for training received on days when they are otherwise scheduled to work. It is understood that employees will be released only where department staffing needs can be accommodated. If an employee does not use their PTO, the employee may be granted an unpaid leave of absence for the purpose of Union training if departmental needs can be accommodated.

ARTICLE 6—TIME OFF FOR NEGOTIATING COMMITTEE

ONRC shall make every effort to provide release time off for Union Negotiating Committee members (not to exceed seven members) for attendance at bargaining sessions unless patient care circumstances do not permit participation. Bargaining dates will be provided to the managers of departments with Negotiating Committee members, thirty days in advance when possible. Negotiating Committee members shall follow appropriate departmental policy and practice when requesting such time off.

ONRC will compensate all Negotiating Committee members who were scheduled to work for their attendance at scheduled bargaining sessions. Employees with scheduled shifts that exceed time in bargaining sessions may report to their department to complete the scheduled shift or have the option to use PTO time they choose not to report back to work. If the employee chooses not to report to work or use PTO they must document "flex off" on their timesheet.

Any Negotiating Committee member who is scheduled to work night shift will have the option of taking off the night before or the night of negotiations and will be paid for one scheduled shift.

ARTICLE 7—EMPLOYEE UNION REPRESENTATIVES

- A. A maximum ratio of one (1) Union Representative per twenty-five (25) up to a maximum ratio of one (1) Union Representative per ten (10) Bargaining unit employees shall be used in calculating the number of union representatives at ONRC. Such individuals must be ONRC employees covered by this Agreement.

The Union shall provide the names of such individuals to ONRC, and shall notify ONRC of any changes.

- B. The responsibilities of Employee Union Representatives shall consist of such duties as are necessary in the administration of the CBA.
- C. During on-duty hours, an Employee Union Representative shall have the opportunity to carry out their above described responsibilities only during the employees meal or rest breaks and the meal or rest breaks of all employees involved, unless advance permission to engage in such activities on the Employee Union Representative's work time is expressly granted by the employee's supervisor. In carrying out their responsibilities, the Employee Union Representative will not interfere with their own work, the work of any other employee of ONRC, or patient care in anyway.
- D. If the Employee Union Representative is requested by management to assist in a matter that arises during the Employee Union Representative's work time, time away from their work area will be considered and compensated by ONRC as time worked.
- E. The Union and ONRC agree to meet quarterly (unless an emergency meeting is necessary) to discuss union and/or ONRC business, if possible. To avoid any additional costs to ONRC and not interrupt patient care or affect productivity, these meetings will attempt to be scheduled so that a union representative will be off the clock. The Union and ONRC will agree on length of the meeting as times may vary based on agenda. ONRC does understand that such meeting may have to take place during Union Representative's work time.
- F. Employee Union Representatives shall not make use of ONRC's supplies, equipment or distribution systems in the furtherance of Union related business.
- G. While engaging in union business, Employee Union Representatives must fully comply with all relevant ONRC policies and guidelines.
- H. No more than two (2) Employee Union Representatives may come into ONRC at any one time, during their off-duty hours to undertake the responsibilities described above so long as they comply with the same requirements and obligations applicable to Non-Employee Union Representatives as set forth in Article 8.
- I. If ONRC deems it necessary to have a disciplinary or investigatory meeting with an employee, ONRC shall utilize any union steward who is on duty at the time the meeting is to take place. If there is no steward on duty, ONRC shall either call a steward to come in or delay or postpone the meeting until a steward is on duty.

ARTICLE 8—NON-EMPLOYEE UNION REPRESENTATIVES

Duly authorized Union representatives will be permitted to enter upon the Employer's premises for the purpose of dealing with employee complaints and to assist in adjusting grievances and conduct other union business as required. Such visits will be subject to the following conditions:

1. Absent extraordinary circumstances, Union representatives will advise the Vice President of Human Resources or Supervisor On-call by phone, email or telefax at least forty-eight (48) hours in advance of such intended visit, excluding weekends and holidays. In situations where less than forty-eight (48) hours advance notice can be provided, Union representative shall still provide as much advance notice as is reasonable under the circumstances. Such notification shall typically be made between 8:00 am and 5:00 pm Monday thru Friday, excluding holidays, and shall include the date, time, duration, desired location and purpose of the intended visit. The Vice President of Human Resources, or Supervisor On-call, shall respond to such request as soon as possible, but no less than twenty-four (24) hours in advance of the intended time of such visit, excluding holidays and weekends. Union representatives shall not come onto ONRC premises to conduct Union business unless permission to do so has been granted pursuant to the procedures set forth herein.
2. Upon arrival, Union representatives will check in with the Vice President of Human Resources or their designee. If after hours, Union representatives will check in with the Supervisor On-Call before engaging in any activity permitted in this Article.
3. Union representatives meeting with employees on ONRC premises will meet a) on the employee's non-work time, and b) in public areas of ONRC or a meeting room designated by ONRC for such use. Where such meetings are conducted in public areas of ONRC, they shall be conducted in a manner so as not to draw the attention of patients and/or visitors.
4. Union representative visits will be conducted in a manner so as not to interfere with the duties of any employee, or the operations of the Employer. Union representatives will not be allowed into any work areas, or any areas which contain ONRC and/or patient records, without the prior permission of the Vice President of Human Resources or Supervisor On-Call. If the Union representative's request to enter any of the above described areas is granted, it may be conditioned upon being accompanied by a representative of the Employer. Whenever a Union representative is on the premises, they will wear an identification badge indicating they are a Union representative.
5. While on ONRC premises, Union representatives shall comply with all applicable ONRC policies and procedures.

6. No more than two (2) Union representatives may conduct visits as described herein at the same time unless expressly approved in advance by the Vice President of Human Resources, Supervisor On-Call or designee.
7. Union representatives who fail to follow the guidelines set forth herein may be denied access to ONRC's property. ONRC agrees to act reasonably in that regard.

ARTICLE 9—BARGAINING UNIT ROSTER UPDATES

- A. On a quarterly basis, ONRC shall furnish to the Union a listing of all employees covered by this Agreement. Such listing shall include each employee's name, address, telephone number, start date, applicable seniority date, assigned department, job code, job title, FTE status and base wage rate. This information may be transmitted to the Union electronically if it is in a mutually agreed to format.
- B. No later than the 10th of each month, ONRC shall furnish to the Union: 1) a listing of the same information specified above for all employees covered by this Agreement who were hired during the previous month, 2) the names of all employees covered by this Agreement who left ONRC employment or transferred to a different position within the previous month, and 3) the names of all employees who went out on a leave of absence during the prior month.

ARTICLE 10—BULLETIN BOARD

- A. ONRC will provide three (3) glass enclosed and locked bulletin boards (one in the “300” Wing” break room, two in ONRC), at locations to be mutually agreed upon by both parties. Each bulletin board shall be at least 18 x 24 inches. The Union may post materials on those bulletin boards relating to official union business. Such materials may also be posted on break room bulletin boards on which employees are permitted personal postings.
- B. Materials which may be posted shall contain no editorial or partisan content, nor shall they be critical of ONRC, its Board, its management, or its policies and procedures.
- C. The Union will send any posting put on the Bulletin Boards to Human Resources.
- D. Employees shall comply with all ONRC rules and regulations relating to posting of materials on ONRC bulletin boards.
- E. There shall be no posting of Union literature anywhere in ONRC except as provided for herein.

ARTICLE 11—ORIENTATION OF NEW HIRES

Ten (10) days prior to the regularly scheduled monthly orientation, ONRC will provide the Union with a list of bargaining unit attendees.

ONRC shall inform the Union about new hires by including the Union on an email distribution list with the subject line “New Hire Cleared” for applicable union members only. This email will include the name of the employee, department, title, status, and NEO and clinical orientation dates (if applicable with clinical).

- A. One (1) unpaid Union steward, designee or Union Representative, at the conclusion of the new hire orientation program day, shall be given twenty (20) minutes for the opportunity to meet with all new hires in the bargaining unit positions and provide them with the packet described below.

The packet described above shall consist of:

1. A dues authorization card.
2. A list of Employee Union Representatives; prepared by the Union, including their work units and contact information.
3. Copy of the applicable collective bargaining agreement.

ARTICLE 12—LABOR MANAGEMENT ADVISORY COMMITTEE

- A. The Labor Management meetings shall normally be comprised of six (6) members. Three (3) Bargaining Unit members appointed by the Local Union, and three (3) District management members appointed by ONRC. The parties may have additional participants: i.e.: Union officer(s) or representative(s); additional District staff; etc. with advance notification.
- B. The Parties shall meet quarterly. Each meeting is expected to not exceed ninety (90) minutes. To the extent possible, meetings of the Labor Management meetings shall be scheduled so as not to conflict with the work schedules of committee members. Meetings scheduled during work time of employee committee members will be compensated as time worked. Each side will submit agenda items one week prior to the meeting. Emergent issues may be considered by mutual agreement between the parties.
- C. Meetings: The LMAC shall meet no more than once per quarter. Each such meeting shall last up to (90) minutes or at times and duration deemed necessary by the majority of the committee. To the extent possible, meetings of the LMAC shall be scheduled so as not to conflict with the work schedules of committee members. Meetings scheduled during work time of employee committee

members will be compensated as time worked. Both sides will offer agenda items ten (10) days prior to the meeting.

ARTICLE 13—MANAGEMENT RIGHTS

- A. Except as otherwise specifically provided for in this Agreement, ONRC retains the sole and exclusive right to exercise all authority, rights and functions of management. ONRC expressly reserves the complete and exclusive authority and right to manage its operations and direct its employees covered by this Agreement, except as the terms of this Agreement specifically limit such authority and rights.

Without limiting the generality of the foregoing, the rights and authority retained solely and exclusively by ONRC and not abridged by this Agreement include, but are not limited to, the following:

1. To determine the number, locations and types of programs, services, units or facilities.
2. To establish standards, methods and procedures for carrying out ONRC programs, services and all other ONRC-related functions.
3. To set the price of all products and services purchased or offered.
4. To determine the number and types of employees required, including the number and type of employees assigned to a particular unit, classification, shift or location.
5. To determine the need for supervisors, ONRC employees other than those covered by this Agreement, or temporary or registry employees to perform work covered by this Agreement. It is understood that such individuals shall not entirely displace or replace a bargaining unit employee.
6. To determine the need for volunteers and/or students, who shall be allowed to do bargaining unit work so long as they do not entirely displace or replace a bargaining unit employee.
7. To establish standard of performance, job requirements and job descriptions for all positions covered by this Agreement.
8. To enforce, modify or create reasonable rules, regulations and/or policies which directly affect employees covered by this Agreement. Reasonable advance notice of modification or creation of rules, regulations and/or policies shall be provided to the Union whenever they directly affect employee wages, hours or working conditions on a broad scale.

9. To direct and supervise all employees covered by this Agreement, including the right to select, hire, promote, transfer, lay off, schedule, discipline or discharge for just cause and/or assign work.
 10. To subcontract work covered by this Agreement, subject to any collective bargaining obligations which ONRC may have under applicable Law.
 11. To establish employee work hours, overtime, shift and job assignments, and days off.
 12. To select and utilize ONRC premises, materials, machinery, equipment and facilities.
 13. To direct and control all ONRC operations.
 14. To establish new job classifications covered by this Agreement, as well as to modify requirements and/or eliminate existing classifications.
 15. To take such other action as ONRC may determine to be necessary for safe, orderly, efficient and economical operations.
- B. The management rights described herein shall not be subject to the grievance and arbitration provisions of this Agreement, nor shall ONRC have any obligation to bargain with the Union concerning ONRC's decision to exercise such rights nor the effects of its doing so unless (1) the Union claims that a right exercised is not covered by this Article, or (2) the Union claims that the right exercised is covered by language elsewhere in this Agreement. It is understood that the rights set forth above shall not supersede specific provisions, obligations or restrictions set forth elsewhere in this Agreement, and that such rights must be exercised in compliance with same.

ARTICLE 14—NO STRIKE/NO LOCKOUT

- A. For the duration of this Agreement and any extensions thereto, the Union and its members, agents, representatives or other individual acting on their behalf shall not threaten, sanction, encourage, condone nor participate in any way in any strike, walkout, slowdown, sickout, picketing or other interference with any operation of ONRC which is covered by this Agreement. This shall apply whether such actions are primary or in sympathy with or in support of another labor organization or group of employees. In the event any such action occurs, or is threatened the Union and its representatives will immediately take all appropriate action to end or avert same.
- B. For the duration of this Agreement and any extensions thereto, ONRC will not engage in any lockout of employees covered by this Agreement.

- C. Neither the violation of any provision of this Agreement by any individual or party, nor any other act or omission by any individual or party, will excuse the Union, ONRC, or any other individual covered by the provisions of this Article from any and all of their obligations under this Article.
- D. Nothing contained in this Article, Article 17 Grievance and Arbitration, or elsewhere in this Agreement prevents, precludes or otherwise acts as a bar or condition precedent of any kind to either party should it seek recourse to PERB, the courts or other forum for the purpose of seeking appropriate relief in response to a claimed violation of this Article. It is understood that relief granted may include injunctive relief, damages, as well as attorney's fees.

ARTICLE 15—EMPLOYEE PERSONNEL FILES

- A. Human Resources shall create and maintain personnel files for employees covered by this Agreement.
- B. An employee shall have the right to submit for inclusion in their personnel files any supplementary documents relevant to their employment, as well as written responses or rebuttals to any items contained within the files. Such documents shall be placed in the appropriate file and attached to the material they supplement, unless deemed by ONRC to be confidential, derogatory or otherwise inappropriate for inclusion in the file.
- C. Employees may set up a mutually agreeable time with Human Resources to review their personnel files, except for those documents which are not required to be produced for inspection in accordance with state or federal law.
- D. Such requests shall be granted within seven (7) calendar days. Employees shall be entitled to receive copies of documents in their personnel files. ONRC reserves the rights to redact names or other identifying information from such documentation as may be appropriate under the circumstance.
- E. This Article does not preclude the Employee from taking notes on any documentation in their personnel file.

ARTICLE 16—DISCIPLINE AND DISCHARGE

- A. Non-probationary employees covered by this Agreement may only be disciplined or discharged for just cause. The Employer shall apply the process of progressive discipline. The level of discipline administered may vary depending upon the seriousness of the infraction. Steps as noted below may be skipped depending on the seriousness of the infraction. The Union shall be notified and provided with a copy of all disciplines and discharges that are documented on a Disciplinary Action Report. If the Employer inadvertently neglects to do so, this will not

invalidate the discipline or discharge. The Union does not waive its right to conduct its own investigation and/or file a grievance.

Progressive steps are as follows:

- Informal Coaching/Counseling (at management's discretion and will not be formally documented)
- Written Counseling
- 1st Warning
- 2nd Warning
- Final Warning (may include suspension without pay)
- Termination

A. Warning Notices/Time Limits

To be considered valid, investigations must be completed and the corrective action issued within twenty (20) business days of the discovery of the misconduct, or upon identification of the employee claimed by the Employer in said corrective action. This time frame may also be extended by mutual agreement.

B. Administrative Leave

Where ONRC deems investigation for possible discipline or discharge may be appropriate, an employee will first be put on Administrative Leave in order to allow ONRC and the Union the opportunity to complete and investigation of the issues in dispute. Under normal circumstances the investigatory Administrative Leave shall be no longer than ten (10) calendar days. This time may be extended by mutual agreement.

ONRC reserves the right to place employees on paid Administrative Leave for reasons including but not limited to:

1. 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; 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 Employer's Alcohol and Substance Abuse Policy, theft of company property, allegations of work place violence, until completion of the investigative process and a resolution has been rendered.

The Employer shall use its best effort to expedite the Administrative Leave process for all employees on suspension. The Union reserves the right to grieve any corrective action that may be imposed during and/or after an Administrative Leave.

ONRC will notify the Union President or the Union's designee by email of its intent to implement any Administrative Leaves or discharges of

employees covered by this Agreement. ONRC reserves the right to suspend with pay pending an investigation with notice to the union as soon as administratively possible.

- C. **Suspension Without Pay**
ONRC reserves the right to place employees on suspension, without pay in conjunction with a final written warning or for non-compliance with mandatory testing, certification/licensure, competencies and mandatory educational requirements that are a condition of employment.

If an employee does not cure the above suspension within 90 days, it shall be considered a voluntary resignation.

On a case-by-case basis, if there are mitigating circumstances, the Union and OVHD, by mutual agreement, can extend the 90 day timeline

- D. Employees will be provided with copies of any Disciplinary Action Reports that describes discipline issued against them.
- E. Discipline will be administered in a timely manner.

ARTICLE 17—GRIEVANCE AND ARBITRATION

A. Definitions

- 1. **Grievance:** A grievance is a controversy concerning the interpretation or application of a specific provision of this Agreement. ONRC and the Union will do their best to see that baseless grievances do not arise. The procedures outlined in this Article will be the exclusive procedure for resolving all grievances arising out of this Agreement.
- 2. **Days:** As used in this Article, "days" is defined as calendar days. The date that a particular communication described below is received or a particular action is taken will not count towards the calculation of the time periods set forth in this Article.

B. General Provisions

- 1. The time periods specified in this Article may only be modified or waived by mutual written agreement of the parties. If not, such time periods will be strictly construed.
- 2. Union failure to meet time frames described herein will cause a grievance to be non-arbitrable. ONRC failure to meet time frames described herein will cause the grievance to be automatically moved to the next step.

3. The parties shall mutually agree on forms to be used for this Article. It is agreed that every formal grievance will contain at least the following information:
 - a. The specific issue, situation or nature of the grievance—including applicable dates/times.
 - b. The names(s) of the employee(s) affected. If a group grievance, a description of the group in reasonable detail.
 - c. The reason that the union believes ONRC actions(s) to be in violation of the Agreement.
 - d. The specific provision of the Agreement which the Union claims has been violated.
 - e. The specific remedy sought.
4. A grievance resolved at any step of the grievance procedure shall be resolved on a non-precedential basis unless the parties expressly agree otherwise in writing.
5. The parties shall make all reasonable efforts to resolve grievances promptly, informally and amicably. The parties shall make all reasonable efforts to provide relevant facts, witnesses and evidence throughout the grievance procedure.
6. The union shall provide to ONRC the name and contact information for its designated grievance representative, and shall notify ONRC if a new representative is appointed.

C. Procedure

1. Step 1: Grievances shall first be presented in writing to the grievant's immediate supervisor as well as to the Vice President of Human Resources or designee. Presentation must be within ten (10) days of the date the grievant or the union knew or should have known about the actions and/or circumstances giving rise to the grievance. An ONRC representative, the grievant, and one (1) union representative shall meet to discuss the grievance within ten (10) days after it is presented. The Vice President of Human Resources or designee shall also attend. Other individuals may be asked to attend the Step 1 meeting by mutual agreement of the parties. Within ten (10) days after the Step 1 meeting is held, ONRC representative who conducted that meeting shall respond in writing to the grievance. Such response will be provided to the union's designated grievance representative.

2. Step 2: If the grievance is not resolved at Step 1, the union may proceed by delivering a written statement indicating its intent to proceed to Step 2. Such statement must be delivered to the Vice President of Human Resources or designee within ten (10) days after receipt of the ONRC response described in Step 1. The grievant and one (1) union representative shall meet with the Vice President of Human Resources within ten (10) days after receipt by the Vice President of Human Resources or designee of the request to meet. Other individuals may be asked to attend the Step 2 meeting by mutual agreement of the parties. ONRC shall provide its written response to the grievance within ten (10) days after the Step 2 meeting. Such response will be provided to the Union's designated grievance representative.
3. Step 3: If the grievance is not resolved at Step 2, the union may proceed by delivering a written statement indicating its intent to proceed to Step 3. Such statement must be delivered to the Chief Executive Officer (CEO) or designee within ten (10) days after receipt of the ONRC response described in Step 2. The grievant, one (1) union representative and the USW Staff Representative shall meet with the CEO, Vice President of Nursing, and the Vice President of Human Resources or designee within ten (10) days after receipt by the CEO of the request to meet. Other individuals may be asked to attend the Step 3 meeting by mutual agreement of the parties. ONRC shall provide its written response to the grievance within ten (10) days after the Step 3 meeting. Such response will be provided to the USW Staff Representative who attended the Step 3 meeting.
4. Step 4: If the grievance is not resolved at Step 3, the Union may submit a request for arbitration to the Hospital's Vice President of Human Resources or designee. Such Request will be provided by the USW Staff Representative who attended the step 3 meeting within ten (10) days after receipt of the Step 3 response of ONRC.
5. Arbitration:
 - a. Within fifteen (15) days of receipt of a request for arbitration as described above, the parties shall jointly request a panel of seven (7) arbitrators from Federal Mediation and Conciliation Services (FMCS). Such request shall specifically state that the parties are requesting individuals who service Northern California and have significant experience in the health care industry. Alternatively, the parties may mutually agree to develop a list of seven (7) arbitrators who shall serve as the permanent arbitrator panel throughout the term of this Agreement.

The parties will select an arbitrator by alternately striking a name from the relevant list. The parties shall rotate which party strikes first.

- b. Once an arbitrator is chosen, they will be immediately informed by the parties of their selection.
- c. The arbitrator's authority shall be limited to interpreting the provisions of this Agreement and determining whether the action or circumstances complained of violate an express provision of this Agreement. The Arbitrator shall have no authority to add to, subtract from or change the terms of this Agreement in any way.
- d. The Arbitrator's award shall be final and binding on the parties.
- e. Each party shall be responsible for one half of the costs associated with the arbitration such as arbitrator fees, transcripts, etc.
- f. At least ten (10) days before a scheduled arbitration, the parties shall exchange the following:

A list of all witnesses each party intends to call during its case in chief.

Copies of all documents each party intends to introduce during its case in chief.

Should either part fail to comply with this provision, the other party may argue at arbitration that the non-identified witness or document should be excluded. It is understood that any witness and/or document who was not discovered in good faith by either party until the ten (10) day period will not be precluded from use at the hearing.

- g. Arbitrations conducted pursuant to this Article shall take place in Oakdale, California.

ARTICLE 18—JOB CLASSIFICATIONS

A. Full Time with benefits

Those employees who are regularly scheduled 72 to 80 hours per pay period and have completed the provisional period. These employees are eligible for all benefits.

B. Full Time without benefits

Those employees who are regularly scheduled 72 to 80 hours per pay period and have completed the provisional period. These employees will receive a 10% differential added to their hourly salary in lieu of benefits.

C. Regular part-time employee with benefits

Those employees who are regularly scheduled to work less than 72 hours per pay period, but at least 60 hours per pay period, and have completed their provisional period. These employees are eligible for all benefits on a prorated basis.

D. Regular part-time employee without benefits

Those employees who are regularly scheduled to work less than 72 hours per pay period and have completed their provisional period. These employees will receive a 10% differential added to their hourly salary in lieu of benefits.

E. Per-Diem Employees

Employees who work as needed and have completed the provisional period. These employees will receive a 10% differential added to their base hourly salary in lieu of benefits.

F. Temporary Employees

A temporary employee may be employed either full time or part time. The period of employment must be determined before hiring. Temporary employees are not eligible for benefits or the differential. In the event the employee transfers to regular status, time worked in a temporary status is not included in tenure from an agency, except when directly employed by OVHD. A new provisional period will be initiated if hired from an agency.

ARTICLE 19—SENIORITY

A. As used in this Agreement, seniority shall be defined as follows:

1. "ONRC seniority" shall mean an employee's continuous length of employment with ONRC.
2. "Department seniority" shall mean an employee's continuous length of employment with ONRC in the employee's current department.
3. "Classification seniority" shall mean an employee's continuous length of service with ONRC in the employee's current job classification.

Unless specified otherwise, use of the term "seniority" in this Agreement shall refer to ONRC seniority.

- B. An employee's seniority will be broken for all purposes if:
 - The employee is on layoff status for more than six (6) months; or
 - The employee resigns or is terminated; or
 - The employee is on layoff status, and fails to accept a recall notice within three (3) days—excluding weekends and holidays—after receipt.
- C. Employees who accept a position with ONRC outside the bargaining unit will maintain accrued classification and department seniority for one (1) year. Within that year period they may return to their original position, or, if their original position is longer available, into a vacant position for which the employee is qualified. They may not displace any bargaining unit member. ONRC seniority will continue to accrue.

ARTICLE 20 - JOB POSTING AND FILLING OF VACANCIES

- A. ONRC shall determine whether or not vacancies exist for positions covered by this Agreement. ONRC's judgment in this regard shall not be subject to Article 16 Grievance and Arbitration.
- B. Job vacancies covered by this Agreement will be posted at appropriate locations within ONRC for seven (7) calendar days, including weekends and holidays.
- C. ONRC will be the sole judge of the qualifications of applicants for a posted position, and shall have the right to select the most qualified applicant. In determining individual qualifications ONRC will consider such factors as experience, demonstrated skill and competencies, education, current licenses/certificates, disciplinary record, job requirements of the position, applied for and past performance.
- D. If two (2) or more of the most qualified applicants are equally qualified in ONRC's view, posted positions shall be filled in the following order:
 - 1. By a current ONRC employee who has the most seniority in the department where the vacancy exists.
 - 2. By a current ONRC employee with the most ONRC seniority.
 - 3. By an external applicant.

- E. Employees who have been employed by ONRC for less than six (6) months are not eligible to apply for posted vacancies, except as follows:
 - 1. Employees with less than six (6) months employment are eligible to apply for a position if the situation is simply moving from per diem or part-time to full-time employment within the same classification, or moving from full-time to part-time or per diem.
 - 2. If extenuating circumstances exist, the aforementioned restriction on newer employees may be waived by mutual agreement between the employer and the Union.
- F. Nothing in this Article prevents ONRC from filling a vacancy with temporary personnel if it is unable to fill the position with a qualified applicant.
- G. ONRC will notify a designated Union representative in writing of all union job vacancies within 72 hours of notification to hospital managers.

ARTICLE 21—NEW OR REVISED JOBS

- A. ONRC shall maintain job descriptions for all job titles covered by this Agreement. Upon request to the Vice President of Human Resources, or designee, ONRC will provide the Union with any existing job descriptions for all covered employees.
- B. When ONRC establishes a new job classification properly included in the bargaining unit covered by this Agreement, ONRC will notify the Union prior to the implementation of the new job. The Union will be given a reasonable opportunity to provide input concerning the duties of such position, as well as the appropriate wages to be paid employees in the job. Final decisions on all matters covered by this paragraph shall rest with ONRC.
- C. Should the parties disagree as to whether or not a newly created job should be covered by this Agreement, the dispute may be referred to the Public Employees Relations Board (PERB).
- D. If ONRC modifies the qualifications for a job description (such as educational or certification prerequisites) covered by this Agreement based on mandated regulatory change or decision of ONRC, employees shall be provided a reasonable opportunity to satisfy any additional qualifications imposed. The Union will be given reasonable opportunity to provide input concerning modified qualifications, or other material modifications, to existing job descriptions, as well as the appropriate wages to be paid to employees in the jobs affected by such modifications. Final decisions on all matters covered by this paragraph shall rest with ONRC.

- E. All employees who complete the five (5) hours of dementia training each year shall receive a \$50.00 bonus paid out the month after completing dementia training.
- F. CNAs/RNAs who complete the first six (6) hours of the twelve (12) minimum hours of in-service required by federal regulation (§483.95(g)(1)) shall receive a \$50.00 bonus the month after the hours were completed. Upon the completion of the twelve (12) minimum hours of in-service the employee shall receive an additional \$50.99 the month after the twelve (12) hours were completed. The five (5) hours of dementia training are not included in the twelve hours of in-service training for this bonus.
- G. RNs and LVNs are eligible to receive Paid Educational Leave in accordance with the OVHD Policy/Procedure “Paid Educational Leave (PEL) Guidelines for Oakdale Nursing and Rehabilitation Center (ONRC) Nursing Staff” dated 8/2019, now incorporated into this CBA by reference.
- H. If there is more than a two-hour break between scheduled hours and training, a minimum of 2 hours will be paid if the employee does an add entry for the minimum of 2 hours. If there is less than a 2-hour break in service, then only the actual training time will be paid.

ARTICLE 22- PROVISIONAL AND EVALUATION PERIOD

- A. All employees shall be placed in a provisional period for ninety (90) calendar days beginning with the first day of employment. The provisions of Article 16, Discipline and Discharge, shall not apply to employees during the provisional period. Employees shall not have access to the Grievance and Arbitration procedure set forth in Article 17 during the provisional period.
- B. An employee's provisional period may be extended by ONRC for an additional ninety (90) calendar days in order to further assess an individual's suitability for employment. ONRC shall exercise this right reasonably. ONRC shall notify the Union's designee (whose name shall be provided to ONRC and who shall be readily available) of its intent to extend an employee's provisional period and such notification will include the date the extension of the provisional period will end. If the employer inadvertently neglects to do so, this will not invalidate the extension of the provisional period.
- C. The provisional period shall be automatically extended by the period of any leave of absence that commences before the conclusion of the provisional period. ONRC shall notify the Union's designee (whose name shall be provided to ONRC and who shall be readily available) of its intent to extend an employee's provisional period for this reason and such notification will include the date the extension of the provisional period will end. If the employer inadvertently neglects to do so, this will not invalidate the extension of the provisional period.

- D. When an employee is transferred to a different job classification or department, a new ninety (90) calendar day evaluation period will commence beginning with the first day of work in the new classification or department. The provisions of Article 16, Discipline and Discharge shall apply and employees shall have access to the Grievance and Arbitration procedure set forth in Article 17 during the evaluation period. Employee will receive a reasonable amount of training for the new position. An employee shall be allowed to return to their former position during the evaluation period, or thereafter, only if there is an opening for such position and if the employee was transferred pursuant to Article 20, Job Posting and Filling of Vacancies. If such position is not available, the employee may apply for any openings for which the employee is qualified. A hire into that slot is not guaranteed, Article 20 will apply.

ARTICLE 23—LAYOFF AND RECALL FROM LAYOFF

- A. Layoffs covered by this Article are for workforce reductions expected to be fourteen (14) days or more in duration.
- B. In the event of a layoff covered by this Article, ONRC will notify the Union concerning same at least thirty (30) days prior to the layoff, unless circumstances prevent it from doing so. Upon request by the Union, ONRC will meet with the Union to discuss, and if requested bargain over, the effects of such action.
- C. Layoffs shall be undertaken on a job title basis by department, or unit within a department if relevant. It is understood that the least senior of the remaining employees in the affected unit of department may be required to accept shift transfers in order for ONRC to meet its patient care needs.
- D. ONRC shall select employees for layoff in the inverse order of department/unit seniority, subject to exceptions for such considerations as specialized or needed skill sets, availability of other employees to fill in for the employee(s) otherwise to be laid off, and other legitimate ONRC concerns resulting from strict adherence to seniority guidelines. Should ONRC intend to layoff employees other than in inverse order of seniority, it shall so notify the Union and provide explanation for such exceptions if requested to do so by the Union.
- E. Consistent with the guidelines and exceptions set forth in (D) above, employees will be selected for layoff in the following order:
 - 1. Registry, travelers and temporary employees in inverse order of department/unit seniority in the job title to be impacted.
 - 2. Per Diem employees in the department/unit impacted by the workforce reduction;

- 3. Regular part time employees in inverse order of department/unit seniority in the job title to be impacted;
 - 4. Regular full-time employees in inverse order of department/unit seniority in the job title to be impacted.
- F. Employees selected for layoff shall remain on a recall list for a period of six (6) months and will be eligible for recall to any vacancy within their job title in accordance with their department seniority so long as otherwise qualified to fill the vacancy. Employees on layoff shall maintain their seniority for six (6) months as provided in Article 19, Seniority. Employees offered recall from layoff must respond within three (3) days of receipt of the offer - excluding holidays and weekends.
- G. Employees on the recall list must maintain with ONRC current information concerning their home address and telephone number.

ARTICLE 24—Wages

GENERAL WAGE INCREASE: Effective 01/22/23, to be paid out on 06/02/2023

4% All LVNs and RNs

2.5% All Others

ZERO INCREASE ON INSURANCE

	<u>Day Differential</u>	<u>PM Shift differential</u>	<u>Night differential</u>
Licensed	N/A	\$2.80	\$4.60
Non-licensed	N/A	\$1.20	\$2.20
CNA's	\$1.50	\$2.50	\$3.50

Shift differential does not apply to positions that only schedule one day shift per day. Day shift positions are typically scheduled during the hours of 6 am to 7 pm, and do not schedule an evening or night shift.

Although not required by Fair Labor Standards Act (FLSA), Oak Valley Hospital District has approved the practice of paying shift differentials. Employees who are scheduled to work during specified evening or night hours will receive a shift differential. Shift differentials are intended

to provide additional compensation for inconvenience due to working hours outside the normal workday.

1. Scheduled shifts less than 12 hours long:
Day Shift is defined as 6:00 am to 2:00 pm,
Evening/PM Shift is defined as 2:00 pm to 10:00 pm,
Night Shift is defined as 10:00 pm to 6:00 am
2. Scheduled 12-hour shifts:
Day Shift is defined as 6:00 am to 6:00 pm,
Night shift is defined as 6:00 pm to 6:00 am

Shift differential applies only to hours worked during the shift, and does not apply to vacation, holiday, sick leave, and other non-worked hours.

3. All other economic practices will remain in place.

ARTICLE 25—BENEFITS

Employee contribution for health insurance will be paid at \$75.00 per month for an employee only, \$135.00 per month for employee plus one dependent, and \$215.00 per month for an employee plus 2 or more dependents. Medical co-pays and deductibles will remain the same.

Effective January 1, 2015, employees who visit the OVHD ER for services shall pay a \$50 deductible of the co-insurance.

ARTICLE 26—SCHEDULING

- A. Employee work schedules will be posted at least twenty-one (21) days in advance of the schedule effective date. Employees will be required to provide schedule preferences in advance of posting in accordance with department guidelines. ONRC will resolve conflicting employee schedule preference requests by looking at such factors as existing work schedules when the requests were received, department seniority. ONRC shall respond to a schedule preference request within two (2) weeks of receiving the request.
- B. Per Diem Employees shall be required to work two (2) shifts per a twenty-eight (28) day schedule, including one weekend shift per twenty-eight (28) day schedule. In order to be placed on the schedule, Per Diem employees must inform the Staffing Coordinator or Supervisor of their availability to work open available shifts per scheduling needs fourteen days (14) prior to the schedule being in effect. If the employee fails to meet this requirement within a period of two (2) twenty-eight (28) day scheduling cycles, the Employer may deem this as a voluntary resignation.

Employees will be placed on the schedule in the following order, by seniority, up to the maximum number of hours allowed for their job classification:

1. Regular full-time employees
2. Regular part-time employees
3. Per-Diem employees

- C. Once the final schedule is posted, it will only be changed by ONRC and with the agreement of the employee(s) involved unless emergency circumstances exist in which ONRC has no other means of meeting its patient care obligations.

After the final schedule has been posted, it will be reprinted on Thursday or Friday of each week and re-posted to capture any changes of employees taken off the schedule or added to the schedule to ensure as much of a current and up to date schedule as possible.

- D. Employees in the same department and classification may exchange scheduled workdays so long as: 1) the skills and competencies of the employees involved are relatively equal, 2) no overtime or other premium pay results, and 3) the change is approved in advance by the appropriate Manager/Supervisor.

- E. Once ONRC recognizes there is an available open shift, the shift will be made available to qualified ONRC staff and awarded based on seniority up to the deadline indicated on the posting. If ONRC determines that based on patient care needs and staff response times that seniority cannot be considered the shift will be awarded to the first responding staff person.

- F. For unplanned open shifts such as no-shows, fluctuation in census, sick calls, etc., shifts will be offered by seniority, in the following order: Full Time Employees that have been called off (up to 40 hours per week), Part Time Employees and then Per Diem Employees, accepted on a first response basis. If the shift still remains open attempts will be made to fill the shift by utilizing overtime with our Employees or through the use of registry/travelers.

- G. PTO Scheduling:

All PTO shall be requested in writing using the approved PTO form. The forms will be hand delivered and accepted by the Scheduler Monday through Friday between 8 am to 5 pm. If the Scheduler is not available, the forms can also be received by the Directors of Staff Development, the Assistant Director of Nursing, the Director of Nursing, and the VP of Long Term Care. All forms will be time stamped and employees will be given a time stamped copy for their records.

PTO requested dates off may be reserved for the following calendar year (January 1 through December 31), on a Seniority basis, by submitting a written request to

Scheduling before November 30th of each year. Requests during this process shall be approved or denied in writing by December 31st. During this period, a maximum of 2 holidays per person will be approved. You can request multiple holidays in case your first choice is unavailable, but a maximum of 2 per person will be approved based on availability and operational needs.

PTO requests received between December 1st and December 31st for the following year shall be approved or denied based on a first-come first-served basis within two (2) weeks after January 1st.

Requests for PTO received on or after January 1st for the current calendar year shall be approved or denied based on a first-come first-served basis.

All first come first-served employee requests for vacation or PTO time will be answered in writing, within two (2) weeks of the request. If staff needs time off after the schedule is posted then they shall use the shift change request form.

Approvals of PTO requests are subject to operational needs. The Employer may limit the number of employees on vacation during the same period based on operational needs. Requests for the period from Thanksgiving Day through New Year's Day each year are subject to operational needs and must be requested by September 15th. During the period from Thanksgiving Day through New Year's Day you should request days off even if they are your regularly scheduled days off.

Vacations over 2 weeks in length, or schedules calling for multiple employees from the same classification on vacation for any week, are subject to operational needs.

- H. Per Diem employees shall be required to work one (1) major holiday period per year: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day. The employee will submit their preference yearly, no later than October 31st to their department supervisor. The employee will decide their 1st, 2nd, and 3rd choice. If too many employees choose one holiday over another, the employer agrees seniority shall prevail. The Employer will make every reasonable effort to schedule the employee based on their submitted 1st, 2nd, and 3rd preferred holiday shift to work. If the employee does not submit their choice of holidays to which they prefer to work, the Employer will assign those per diem employees to open holiday shifts to fit departmental needs.
- I. If a per diem employee fails to offer scheduling availability for 60 days and has not returned any correspondence from Human Resources, it shall be considered a voluntary resignation.

On a case-by-case basis, if there are mitigating circumstances, the Union and OVHD, by mutual agreement, can extend the 60 day timeline.

ARTICLE 27 - EMPLOYEE CALL OFFS

- A. Employees may be called off for one (1) shift or less as necessary. When possible, full time or part time employees who are called off may be given the option of working the next shift if there is a need or in place of a scheduled per diem employee.
- B. Where a unit/department has a need to call off one or more employees, ONRC will first request volunteers for call off unless circumstances prevent it from doing so. If a need to call off one or more employees still exists after seeking volunteers, ONRC will make every reasonable effort to do so on a rotational basis, subject to relevant considerations including but not limited to:
 - 1) which employees are working at premium rates,
 - 2) needed skill sets, and
 - 3) which employees were called off most recently.
- C. Where employees are called off involuntarily, they may choose to use accrued PTO for scheduled hours missed. Employees who volunteer for call off may choose to use accrued PTO for scheduled hours missed.
- D. Employees called off, either before a shift or during a shift, may be placed on call and paid, on call pay as described in Article 24 for the remainder of their scheduled shift as circumstances warrant.
- E. Where a need to call off arises before a shift begins, ONRC will make all reasonable efforts to provide at least two (2) hours' notice of call off prior to the beginning of the individual's scheduled shift. If an employee reports to work without receiving such notice, and then is sent home, the employee will be compensated for two (2) hours at their base rate of pay. It is understood that "notice" for purposes of this paragraph may include messages left for employees on their home or cell phones including text messages. Employees must provide ONRC with at least one (1) working phone number which takes messages.

ARTICLE 28—REASSIGNMENT

- A. Employees assigned to a particular unit or department may be reassigned to a different unit or department if business needs so warrant. Such reassignments shall be undertaken in accordance with any applicable state and federal laws and regulations.
- B. ONRC will make every reasonable effort to make reassignments on a rotational basis, subject to skill and other considerations which may be relevant.

- C. Employees reassigned to different units or departments shall be required to perform only those duties and assignments which they are competent to perform.
- D. Employees shall not be reassigned to a different unit or department until they have completed orientation on their home unit.
- E. Employees reassigned to a different unit or department shall be provided such orientation on the new unit or department as is necessary for the employee to perform assigned duties and responsibilities.
- F. Employees temporarily assigned, at the request or direction of the Employer, to perform work in a job title/grade other than their own, shall be compensated at the rate of the temporary position or their regular rate of pay, whichever is higher.

ARTICLE 29—LEAVES OF ABSENCE

- A. Leaves of absence will be granted to all eligible employees on a non-discriminatory basis.
- B. Employees covered by this Agreement shall be entitled to take leaves of absence as provided for in relevant ONRC policies which apply to all other ONRC employees. Should ONRC decide to change policies that are not subject to bargaining in any way during the term of this Agreement, the Union will be given at least thirty (30) days advance notice of intended changes and the opportunity to discuss and present its views regarding the same.
- C. It is understood that ONRC will comply with all applicable leave of absence requirements established under state and/or federal laws. When the provisions of those laws conflict with the provisions of ONRC policies described in paragraph B above, the provisions most advantageous to employees shall apply.

ARTICLE 30—SUCCESSORSHIP

The USW will be notified in writing by the Employer at least thirty (30) days prior to the effective date of any consolidation, merger, sale, partnership, or other transfer of ownership of its operation which directly impacts bargaining unit employees. ONRC will advise the transferee of the Union's desire to maintain this Agreement in effect. ONRC shall comply with any bargaining obligation it may have in the event of such a transaction.

ARTICLE 31—SAVINGS CLAUSE

In the event that any term or provision of this Agreement is determined or declared to be illegal or void, or in contravention of the applicable law, ruling or regulation of any federal or state agency or court, all other provisions of this Agreement will remain in full force and effect. If

and when any term or provision of this Agreement is declared to be illegal or void, as described above, the parties will meet promptly to negotiate a substitution for such term or provision.

ARTICLE 32—COMPLETE AGREEMENT

This Agreement is complete in writing and excludes all matters from further negotiation for the duration of this Agreement, whether or not previously mentioned, and except as specifically provided to the contrary herein. Further, this Agreement shall not be amended, changed, altered or qualified except by an instrument in writing duly signed by the parties' signatory hereto.

ARTICLE 33—NEGOTIATIONS

During negotiations for this Agreement, both parties made proposals, some of which were later withdrawn. The parties agree that neither the making of any proposal nor the subsequent withdrawal of that proposal shall be deemed to waive or in any way modify a party's position on the subject and both parties shall be entitled to retain their respective positions on the topics.

ARTICLE 34 – DURATION

This Agreement shall be in full force and effect from January 22, 2023, through January 21, 2024

ADDENDUM

Memo of Understanding

February 3, 2023

United Steelworkers TEMSA LOCAL UNION 12-911 & Oak Valley Hospital District DBA
Oakdale Nursing and Rehabilitation Center (ONRC)

Effective at the beginning of the current pay period starting January 22nd the following language is added to the current Collective Bargaining Agreement as an MOU:

All employees are encouraged to take an unpaid meal break and paid ten-minute breaks.

Employees in departments that provide direct patient care or support direct patient care must take a minimum of a 30-minute meal break starting before the eighth (8th) hour of the shift unless prevented by patient care. If no meal break is provided by the 8th hour, the direct or supporting patient care employee will receive an additional hour of pay at the employee's regular rate. The second meal period shall be waived. All employees are entitled to one ten-minute break for every 4 hours they work but may waive their breaks if they so desire as long as they mark it down in the break log as waived. If an employee in a department that provides direct patient care or supports direct patient care does not take a break they need to make a notation in the department log and they will receive a break penalty of an additional hour of pay at the employee's regular rate of pay.