

**AGREEMENT**

**Between**

**SUN HEALTHCARE GROUP, LLC d/b/a  
SUNBRIDGE MEADOWBROOK MANOR PSYCHIATRIC  
CONVALESCENT FACILITY**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1442**

**DURATION: MAY 1, 2009 THROUGH APRIL 30, 2010**

## TABLE OF CONTENTS

Article		Page
	Preamble .....	3
I.	Recognition .....	3
II.	Management Rights .....	3-4
III.	Union Membership .....	4
IV.	Dues Deduction .....	5
V.	Probationary Period .....	6
VI.	Categories of Employees .....	6
VII.	Seniority .....	6-8
VIII(a).	Promotions/Vacancies/Lateral Transfers or full-time opening	9-10
VIII(b).	Staffing During Leave .....	10
IX.	Hours of Work and Overtime .....	10-12
X(a).	Compensation (Appendix A) .....	13
X(b).	Starting Rates of Pay/Years of Experience (Appendix C) ....	13
XI.	Insurance .....	14
XII.	Immigration .....	14
XIII.	Nondiscrimination .....	15
XIV.	Bulletin Boards .....	15
XV.	Union Visitation .....	15
XVI.	Stewards .....	16
XVII.	Grievance and Arbitration Procedures.....	17-19
XVIII.	Personal Leave .....	19-20
XIX.	Medical Leave .....	20-21
XX.	Military Leave .....	21
XXI.	Family Medical Leave Act .....	21
XXII.	Union Leave .....	21
XXIII.	Sick Leave (Appendix B) .....	22
XXIV.	Bereavement Leave .....	22
XXV.	Jury Duty .....	22
XXVI.	Holidays (Appendix B) .....	22
XXVII.	Vacation (Appendix B) .....	22
XXVIII.	Miscellaneous Provisions .....	23
XXIX.	Progressive Discipline, Discharge, Discipline/Suspension ....	24
XXX.	Group Insurance .....	25
XXXI.	Retirement Plan .....	25
XXXII.	Uniforms .....	25
XXXIII.	No Strikes/No Lockout .....	26
XXXIV.	Certification Training .....	26
XXXV.	Scope of Bargaining .....	27
XXXVI.	Invalidation .....	27
XXXVII.	Sole Agreement and Waiver .....	27
XXXVIII.	Safety Committee .....	27-28
XXXIX.	Successors and Assigns .....	28
XXXX.	Mutual Benefit .....	28

<b>XXXXI.</b>	<b>Term of Agreement .....</b>	<b>29</b>
	<b>Appendix A (Wages) .....</b>	<b>30</b>
	<b>Appendix B (Vacation, Holidays, Sick Leave) .....</b>	<b>31-34</b>
	<b>Appendix C (Starting Rates of Pay, Prior Experience) ...</b>	<b>35</b>

## **PREAMBLE**

This Agreement is made and entered into by and between SunBridge Care Meadowbrook Manor, located at 3951 East Boulevard, Los Angeles, California 90066 (hereinafter referred to as the Employer), and the United Food and Commercial Workers Union, Local 1442, and chartered by United Food and Commercial Workers International Union, AFLCIOCLC (hereinafter referred to as the Union).

## **ARTICLE I RECOGNITION**

The Employer recognizes the Union as the exclusive representative of its regularly scheduled non-professional employees in the bargaining unit certified by the National Labor Relations Board in Case Number 31-RC-8175; bargaining unit including all fulltime and parttime employees, Admission Director and Admission Employees, Assistant Activity Director and Activities Employees, Program Counselors, Medical Records Directors, Medical Records Clerks, Social Service Directors, Social Service Assistants, Certified Nursing Assistants, Cooks, Dietary Helpers, Laundry Workers, Housekeeping Supervisor, Housekeepers, Maintenance Assistants, Janitors, Minimum Data Set Coordinators, and Beauticians employed at this location.

Said unit excludes the Administrator, Director of Nurses, Program Director, Assistant Program Director, Dietary Supervisor, Maintenance Supervisor, Business Office Manager, Accounts Payable/Payroll Clerk, RN Weekend Supervisors, Staff Developer, Activity Director, Licensed Vocational Nurses, Licensed Psychiatric Technicians, all other employees, guards, and supervisors as defined by the Act.

## **ARTICLE II MANAGEMENT RIGHTS**

The Company retains the exclusive right to manage the business, to direct, control and schedule its operations and workforce except as specifically limited by the expressed terms of this Agreement. Such prerogative shall include, but not limited to the sole and exclusive rights to:

hire, promote, demote, layoff, assign, transfer; select and determine the number of its employees, including the number assigned to any particular work or work units; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation

of the business by sale or otherwise, in whole or in part, at any time; determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce reasonable work rules and regulations governing the conduct and acts of employees during working hours; require that duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the workforce; introduce new or improved methods of facilities, regardless of whether or not the same causes a reduction in the working force; establish, change, combine or abolish job classifications; transfer employees, either temporarily or permanently, within the programs and/or job classification; determine job classifications, work shifts, workplace, work performance levels, standards of performance, and methods of evaluation of the employees; and in all respects, carry out in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically abridged, altered or modified by the express terms of this Agreement.

The Company has the right to schedule management and supervisory personnel at any time, provided no bargaining unit employees have their hours reduced as a result of such scheduling and assignment. The selection of supervisory personnel shall be the sole responsibility of the Company, and shall not be subject to the grievance and arbitration provisions of this Agreement.

The foregoing statement of the rights of management and of Company functions are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management, and shall not be construed in any way to exclude other Company functions not specifically enumerated.

The Company shall maintain the wages of employees covered by this Agreement, as of the effective date of Agreement, unless explicitly modified by the terms of this or any subsequent agreement.

### **ARTICLE III** **UNION MEMBERSHIP**

It shall be a condition of employment that all employees as defined in Article 1, Recognition, shall become members of the Union on the effective date of this Agreement or the date of its execution, whichever is later, shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement or the date of execution, whichever is later, shall on the thirtyfirst (31<sup>st</sup>) day following the effective date of this

Agreement or the date of execution, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the date of its execution, whichever is later, shall become and remain members in good standing in the Union at the expiration of thirty one (31) days of employment.

#### **ARTICLE IV** **DUES DEDUCTION**

1. The Employer agrees to deduct the regular monthly Union dues and initiation fees uniformly required as a condition of membership in the Union on a bi-weekly basis from the wages of each employee covered by this collective bargaining Agreement who has completed thirty one (31) days of employment and has provided the Employer with a voluntary individual written authorization to make such deductions on a form that has been mutually agreed upon by the Employer and the Union. Such deductions as referenced above, shall include political contributions and, by mutual agreement, bi-weekly deductions for deposits or payments to a local credit union. The political contribution authorization may be either a separate authorization or one that has been combined with the dues deduction authorization. Such deductions, when authorized, shall be made from the net wages due an employee each weekly/bi-weekly pay period, and shall be transmitted to the Union's office no later than the twelfth (12<sup>th</sup>) day of the month following the month in which such deductions were made.
2. No deductions will be made from the wages of any such employee until the Employer has received a signed copy of a voluntary individual written authorization to make such deductions with such authorization to be received by the Employer no later than the first (1<sup>st</sup>) day of the month in which the deductions are to commence in order to be deducted for that month.
3. Authorization for such deductions is to be entirely voluntary on the part of each such individual employee, and after one (1) year following his written authorization to make deductions, any such employee may revoke his individual voluntary authorization upon giving thirty (30) days' written notice to the Employer and the Union.

Membership Obligations. Upon the failure of the employee to tender initiation fees, reinstatement or dues to the Union required under paragraphs 1 or 2 of this Section, the Union shall notify the Employer and the employee by letter of such failure. Immediately upon receipt of said notice, the employer shall advise said employee(s) that they will no longer be scheduled for hours of work on the subsequent weekly schedule until said employee(s) give evidence of compliance or the Union notifies the Employer of such compliance. Failure to comply within seven (7) days after removal from the schedule said employee(s) shall be terminated, if such termination is not in violation of existing law.

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

## **ARTICLE V**

### **PROBATIONARY PERIOD**

- A. New Hire Probation. All employees shall be considered probationary employees during the initial ninety (90) days of their employment and shall have no seniority status and will not be eligible for any benefits during said period, but shall receive wages at the contract rate provided for their respective classifications. Their rights and duties shall, in all other respects, be governed by the terms of this Agreement. A probationary employee may be terminated at any time during this period without notice and without recourse through the grievance and arbitration procedures set forth in this Agreement. Upon successful completion of said probationary period, all contractual rights shall date back to the initial date of employment.
- B. The COMPANY agrees to provide free pre-employment physicals, and annual physical examinations. If the COMPANY elects to have physicals and x-rays performed on site, it agrees to post two days in advance the date, time, and location.

## **ARTICLE VI**

### **CATEGORIES OF EMPLOYEES**

A regular full-time employee is one who is scheduled to work or normally works thirty (30) or more hours a week. Full-time employees are eligible for all benefits or hourly differentials as provided for in the Employer's Policies.

A regular part-time employee is one who is scheduled to work or less than thirty (30) hours per week. Part-time employees are not eligible for company health benefits or pay in lieu of benefits. Regular part-time employees who work at least twenty (20) hour per week are entitled to the time off benefits (Appendix B).

## **ARTICLE VII**

### **SENIORITY**

Seniority shall be defined as the employee's length of continuous service with the Employer commencing with the date and hour on which the employee began to work after last being hired.

Job classification seniority shall be defined as the employee's length of continuous service with the Employer within his present job classification commencing with the date on which the employee last began work in such classification.

Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire, and shall accrue during his/her continuous employment with the Employer within the bargaining unit covered by this Agreement.

Seniority shall accrue and not be lost during an employee's vacation.

In the event the Employer finds it necessary and desires to reduce its staff by laying off employees, it shall notify the Union as expeditiously as possible of its intention, and shall inform the Union of the names of the employees who have been or who are to be laid off, as well as the effective date of the layoff.

Whenever layoff becomes necessary in a job classification, such layoff shall be effective in the following order:

- 1) Probationary employees shall be laid off first, without regard to their individual periods of employment.
- 2) Non-Probationary employees shall be laid off next in the order of their classification seniority, the least senior laid off first.
- 3) Recall Rights. A laid-off employee shall have recall rights not less than the length of seniority not to exceed one (1) calendar year, beginning with the date of layoff.
- 4) Whenever a vacancy occurs, employees who are on layoff shall be recalled with the last person laid off in that job classification being recalled first. Recall shall thereafter continue, in reverse order of layoff.
- 5) Reduction of Hours and Reduction in Work Force. On any reduction of hours or any reduction of work force, the least senior employee in a job classification within the department at the facility shall be the first reduced in hours, or the first displaced. Such employee may then displace the least senior employee in another department at the

facility, provided the employee has the experience and is qualified to perform the work of the least senior employee in said department and previously held that position in good standing at the facility.

- 6) It shall be the responsibility of the employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer, in writing, of any such changes within two (2) days of the date of any change.

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

Vacation Schedule Preference. During the months of January, February, March of each year when the vacation posting schedule is posted employees shall be given their preferences for accrued vacation in accordance with their company seniority. Whenever two or more employee's vacation requests are in conflict and are requested within 10 working days of each other priority will be given to seniority when more than one request is received for the same period at the same time. Effective April 1<sup>st</sup> of each year vacation scheduling will be administered on a first come first serve basis.

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

- 1) Voluntary quit.
- 2) Discharge for just cause.
- 3) Failure to accept and report for work within seven (7) calendar days after the date of mailing of notice of recall, which shall be sent by registered letter or certified letter to the last address shown for the employee on the records of the Employer.
- 4) Layoff which either extends (a) in excess of six (6) consecutive months, or (b) for the period of the employee's length of service, whichever is more, but not to exceed twelve (12) months.
- 5) Absence from work for two (2) consecutive days or two (2) individual days within a twelve (12) month period without notifying the Employer.
- 6) Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement.
- 7) Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Employer.

An employee whose seniority is lost for any reasons outlined above shall be considered as a new employee if the Employer again employs him.

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

In the event an employee covered by this Agreement is offered and accepts a position with the Employer outside the bargaining unit, such employee shall lose all of his/her seniority rights under this Agreement unless he or she is re-employed in the bargaining unit.

**ARTICLE VIII(a)**  
**PROMOTIONS/VACANCIES/LATERAL TRANSFERS OR FULL-TIME OPENING**

- A. For the purpose of this Article, a vacancy is defined to mean any job opening which the Employer intends to fill. The Employer reserves the exclusive right to determine if a vacancy exists.
- B. Promotion/Vacancy or Lateral Transfer. Notice of all vacancies within the bargaining unit will be posted for a period of not more than five (5) consecutive work days, including the date of posting, but excluding Saturday, Sunday and holidays recognized by this Agreement.

Employees who meet the qualifications of a vacant bargaining unit position that is posted in a higher-paying or lateral job classification or full-time opening within their own classification may submit a written request to the Business Office for the position within five (5) calendar days after the position is posted. The most qualified candidate will be selected for the position. Where two (2) or more employees of equal qualifications and ability have requested the available position, the employee with the greatest seniority will prevail.

New employees may be hired for a posted vacancy if there are no bidders meeting the requirements. An employee who moves to a higher-rated (promotion) or lateral classification shall serve a thirty (30) day probationary period. During such thirty (30) day trial period, the employee shall be given thorough instruction and proper orientation in the new work and may be given an evaluation by the Employer between the fifteenth (15<sup>th</sup>) and twentieth (20<sup>th</sup>) day from the date of transfer. Such evaluation shall be placed in the employee's file.

An employee who fails to qualify for the new job classification shall be returned to the immediate, previously held job classification at the applicable rate of pay without loss of seniority.

- C. Any employee who bids successfully on the job opening must accept such opening and shall be placed in such job opening as soon as practicable.
- D. The Employer will maintain job descriptions for all classifications covered by this Agreement. Job descriptions will be made available for inspection by the Union Representative or duly appointed Union Steward.
- E. The Company agrees to notify the Union of any new hiring rates for any new covered positions prior to implementation. To the extent the Employer creates a new classification that the parties agree should be covered under this Agreement, the Employer will notify the Union of its intent to establish a hiring range for the new classification. The Company will meet and discuss the hiring rates provided the Union requests a meeting within ten (10) calendar days after receiving notice. If the parties fail to reach agreement on the rate, the parties understand the Employer may implement the rate.

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

**ARTICLE VIII(b)**  
**STAFFING DURING LEAVE**

Nothing contained herein shall deprive the Employer of the right, at its discretion, to hire a temporary employee for the duration of an employee's contractual leave of absence or for the duration of an employee's absence as a result of sickness, accident, or injury on the job, vacation or personal leave.

**ARTICLE IX**  
**HOURS OF WORK AND OVERTIME**

A. Workweek and Workday:

1. Workweek. The workweek shall be seven (7) consecutive days, beginning at 7:00 am on Tuesday and ending at 6:59 am on the following Tuesday.
2. Definition of Week and Day. "Week," as used in this Article, shall mean and consist of a seven (7) day period beginning at 11:00 pm on Wednesday and ending at 10:59 pm the following Wednesday. "Day," as used in this Article, shall mean and consist of the twenty-four (24) hour period beginning at 11:00 pm and ending at 10:59 pm the next day.
3. Consecutive Days Off. All full-time employees working either the 4/2 (four days on, two days off) or 5/2 (five days on, two days off) will be scheduled two consecutive days off unless waived by the employee to maximize their scheduled hours in a pay period as long as no other full-time employee in that classification is adversely affected.
4. To the extent possible seniority will be used in the scheduling of Behavioral Specialists, Program Counselors, Activities Assistant and Social Services Workers in the allocation of early/late and Saturday/Sunday shifts.

B. Part-Time Minimum.

1. Part-Time Minimum. All part-time employees shall receive a minimum of two (2) hours of pay per day upon reporting.

2. Recognition – Workweek. The Employer agrees that part-time jobs shall not be created or scheduled for the purpose of destroying the full-time workday or full-time workweek principle.

C-1. Overtime.

1. Time and One-Half. The overtime rate of pay of one and one-half (1 ½) times the employee's straight-time hourly rate shall be paid for:
  - a) All hours worked in excess of eight (8) hours during a workday.
  - b) All hours worked in excess of eighty (80) hours in a pay period.
2. Double-Time. The overtime rate of pay will be calculated at two (2) times the employee's straight-time hourly rate for:
  - a) All hours worked in excess of twelve (12) consecutive hours.

C-2. All paid holiday hours shall count as time worked for the purposes of computing overtime.

D. Non-Pyramiding. There will be no pyramiding of overtime. No other sections of the Agreement will provide for any pyramiding of overtime pay. All overtime shall be paid in accordance with paragraphs C.1 and C.2 of this Agreement.

E. Meal Period. All hours shall be worked consecutively, except for a one-half (1/2) hour unpaid meal period which will be assigned by the supervisor to each employee scheduled to work at least five (5) hours in a given shift. No employee shall be scheduled for more than five (5) hours or less than three (3) hours of work before a meal period. Meals shall be consumed in authorized areas only. All employees shall punch out and in on the time clock when leaving and returning to the work station at the beginning and completion of the meal period. The meal period will be scheduled as near the middle of the shift as possible.

F. Work Schedules. The Employer agrees to post a legible schedule, in ink or other permanent type, of the working hours for all employees. Such schedule shall show each employee's name, starting time, quitting time and days off. It is further agreed that biweekly or monthly work schedules must be made and posted no later than 12:00 noon on Monday of the last week preceding the commencement of such biweekly or monthly work schedule. If the work schedule is changed without reasonable cause, the matter may be subject to the grievance procedure. Such schedule shall be posted on the bulletin board or at a place where all employees and representatives of the Union may observe same at all times during the workweek. A copy of the schedule shall be furnished to the Union upon request.

- G. Rest Period. An employee working more than two (2) hours and up to and including six (6) hours in a workday shall receive one (1) fifteen (15) minute uninterrupted rest period. An employee working more than six (6) hours in a workday shall receive two (2) fifteen (15) minute uninterrupted rest periods during such day. The first period shall be given during the first half of the employee's schedule and the second period during the second half of such workday.
- H. Uninterrupted. The term uninterrupted means not being called to perform work. If the employee is called back to work during the rest period, the employee will be given a new uninterrupted rest period to replace that which was interrupted as soon as possible. Any employee working a double-shift shall receive another fifteen (15) minute rest period at the commencement of the second shift.
- I. Legal Proceedings. Any employee served with a legal notice, citation or subpoena which involves any facet of the Employer's operation and which may require the employee to appear in legal proceedings during scheduled work time shall immediately inform the Employer of such service. Employees shall be paid as time worked under the terms of this Agreement for time spent at appearances or standby in legal proceedings at the request of the Employer, including transportation time.
- J. Additional Hours.
1. Volunteer List. Employer will maintain a monthly list of volunteers based on seniority for purposes of alleviating any increased work load due to absences. If a volunteer cannot be found on the list, then the work will be assigned to the least senior employee who has signed same list volunteering for extra work whenever it is available.
  2. It is understood that employees who sign the list for extra work will be expected to work when called. An employee on this list who refuses to report after being contacted on two consecutive occasions will have his/her name dropped from the list for remainder of current schedule and for the following month's schedule. Each employee must be given the opportunity to sign the list. Upon request the Union shall be furnished a copy of the list.
- K. Assignment of Hours. Scheduled and unscheduled open shifts will first be offered to those employees who do not have a full-time workweek based on seniority. If this fails and attempts are exhausted, unclaimed open shifts whether scheduled or unscheduled, will be assigned to the least senior employees within a classification who is on-site, and such employees shall be required to work the overtime or additional hours.
- L. Call-In. Employees called in to work prior to the beginning of a work shift shall be paid for the hours worked before the assigned shift in accordance with this Article, Section C-1.

- M. Pay Period. Pay checks shall be issued to employees on the Monday following the end of the prior pay period. The Employer, in its sole discretion and upon giving fourteen (14) days notice to the Union, may change the paydays to coincide with the implementation of a semimonthly pay period.
- N. Each employee shall have the right to know his/her accruals in sick leave and vacation. Employees shall request such in writing and the Employer shall provide the requested information in writing within one (1) week.
- O. There shall be no scheduled split shifts.

**ARTICLE X(a)**  
**COMPENSATION**

- A. Wages. Appendix A and C, attached hereto and by reference made a part of this Agreement, sets forth classifications and appropriate wage schedules.
- B. Work Performance Above Classification. Employees assigned to duties outside their job classification carrying a higher rate of pay shall be paid at the higher rate for all time worked in the higher classification; rounded off to the nearest hour. When assigned by management to a lower classification for a temporary period, the employee shall not suffer a reduction in pay for work in such lower classification.
- C. Travel.
1. Employees required to travel by the Employer during a daily work schedule shall be compensated at their regular straight-time rate of pay.
  2. Employees required to travel by personal car during work hours will be paid at the current corporate mileage reimbursement rate.
- D. Injury On The Job. When an employee is injured on the job and is required to leave work, there shall be no deduction from the employee's pay for the shift in which the employee was injured and reported for medical care. When such employee returns to work following the injury and is certified as ready and able to perform all regular duties, the Employer shall place the employee back on the schedule without penalty to the employee. When placing said employee back on the schedule, the Employer, among other factors, will take the following into consideration: patient care needs, the existing schedule and the normal working schedule of the employee in question. The Employer will attempt to adjust the schedule without penalty to any of the above-mentioned factors.
- E. No Reduction in Rates. It is agreed that no employee shall, as a result of this agreement suffer any reduction in wages. No employee receiving hourly rates in excess of the rates herein shall be replaced by another employee at a lesser hourly rate for the purpose of avoiding any of the provisions of this Agreement.

**ARTICLE X(b)**  
**STARTING RATES OF PAY/YEARS OF EXPERIENCE**

The starting rates of pay/years of experience are specified under the respective Appendix C in the contract. If the Employer wants to increase the hiring rates, it will meet and discuss the increase (s) with the Union. If no agreement is reached within 10 days, the Employer may implement the increase provided it moves all employees in the classification(s) to the new rate(s).

## **ARTICLE XI** **INSURANCE**

- A. The Employer agrees that the employees covered under this agreement are covered by the Employer's liability insurance or the minimum required by law.

## **ARTICLE XII** **IMMIGRATION**

- A. Should the INS or any other government agency contact the Employer regarding the work authorization status of any bargaining unit employee, the Employer shall notify the Union by the next business day.
- B. The Employer shall not reveal confidential information concerning employees to the INS or its agents, except as required by law. Confidential information includes: employees' names, addresses, Social Security numbers, or immigration status.
- C. The Employer shall grant up to seven (7) days absence without pay with a minimum of seven (7) days notice where possible and proper INS notification, for INS proceedings.
- D. The Employer shall comply with requests of workers to change their names and Social Security number in the Employer's records with appropriate documentation and INS verification, without prejudice to their seniority or other rights under this agreement.
- E. The Employer shall not request information or documents from employees or applicants for employment as to their work authorization or identity, except as required by law.
- F. Nothing herein shall require the Employer to violate the law, abridge its legal responsibilities, or circumvent any ordinances or laws.
- G. The Employer shall not participate in any computer verification of immigration or work authorization status, except as required by law.



**ARTICLE XIII**  
**NON-DISCRIMINATION**

- A. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall unlawfully discriminate for or against any employee or applicant covered by this Agreement on account of race, color, religious creed, national origin, lawful political affiliation, physical handicap, medical condition, sexual orientation, gender, age, or marital status or any other protected class.
- B. Wherever the masculine provision is used in this Agreement, it is understood that it applies to the feminine as well.

**ARTICLE XIV**  
**BULLETIN BOARDS**

The Employer shall provide a bulletin board that shall be used for the purpose of posting proper Union notices. The Union agrees that the Employer shall be provided with a copy of all notices prior to posting. The Union further agrees not to post or distribute any material which is false or derogatory of the Employer, its services or supervisors, or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

**ARTICLE XV**  
**UNION VISITATION**

It is agreed that representatives of the Union shall have the right to conduct Union Business within a facility (Conference Room, outside break area) and shall have access to bargaining unit employees in non-work areas for the purpose of making inquiries concerning working conditions, complaints of members of the Union and other matters pertaining to the enforcement of this Agreement. The Union Representative will notify the Administrator or Director of Nursing or, in their absence, a designee, in advance or upon arrival of visit. The Administrator or designee will arrange with the Union for investigations and meetings between employees and Union Representatives. Such meetings and investigations shall be conducted in a place designated by the Administrator with no interference of the operations of the facility. The Employer agrees to permit the Union Representative, upon request, to review the current roster of employees.

The Union agrees that the Company (in the absence of negligence on the part of the Employer), its employees and residents will not be held responsible for any injury or accident involving the Union representative or for any loss or damage to the Union representative's property.

**ARTICLE XVI**  
**SHOP STEWARDS**

The Union shall designate up to two employees per work shift as shop stewards. Immediately following designation of said shop steward, the Union shall confirm this appointment by written notice to the Employer. The activities of the steward shall not interfere with the performance of his/her work or the work of other employees of the Employer.

In no instance shall the stewards be discriminated against for discharging such duties.

Stewards shall be entitled to enter and remain on the premises before and after their regular shift and on non-work days, for the purposes of reasonably exercising their duties. The steward shall report to the Administrator's office at the time of any such visit informing the Administrator or the person designated as being in charge of the facility at that time to whom he/she intends to speak. Such shop steward's visit shall not exceed a reasonable length of time and shall not interfere with the normal conduct of work. In no case shall these visits be considered as work time for the steward for any purpose.

The shop steward shall not direct any employee how to perform or not perform his/her work in his/her role as shop steward, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Employer or any other employee. Activities as shop steward shall not interfere with the normal operations of the Employer or any other employee. Shop stewards, upon application to their supervisor, shall be permitted to leave their work during normal hours for reasonable periods of time as determined by the Employer to perform the following:

- a) To present to a supervisor or administrator a grievance or a request for adjustment which has been requested by an employee or a group of employees.
- b) To investigate a grievance or a request for adjustment of a dispute so that such request can be properly presented to the supervisor or administrator.
- c) To attend any meeting with representatives of the Employer when such meetings are necessary to present any such adjustment of a dispute or grievance.

A shop steward may not communicate with employees, the Union, or representatives of the Employer concerning Union business on working time without first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission shall not be unreasonably denied.

A shop steward may not communicate with the Union office by telephone during working time without first obtaining the permission of his/her immediate supervisor or other representative of the Employer. Such permission shall not be unreasonably denied.

Any notification by the Company to the Union shall be in writing delivered to the Union at its offices with a copy to the shop steward designated by the Union.

The company will pay for one (1) day per year for the union steward to attend a union steward training program. The member will be paid his/her straight time hourly rate for all time the member would have worked the day in question up to eight (8) hours pay.

## **ARTICLE XVII**

### **GRIEVANCE AND ARBITRATION**

All disputes, controversies or grievances arising between the Employer and the Union, or any employee covered by this Agreement on or after the effective date of this Agreement, which involve questions on interpretation or application of any of the provisions of the Agreement, shall be adjusted by and between the parties in the manner provided herein.

All time periods for filing, discussing and arbitrating grievances must be strictly adhered to unless the parties agree, in writing, to an extension. If the time limits set forth in this Article are not adhered to, the right to pursue the grievance is forfeited.

All grievances must be presented in writing at every step. Such writing shall specify in detail the act or acts upon which the grievance is based, the particular provisions on the Agreement allegedly violated by such act or acts and the proposed remedy. If the requirements to present the grievance in writing are not adhered to, the right to pursue the grievance is forfeited.

#### **Procedural Steps**

The following shall be the procedure to be followed in the processing of every grievance:

**Step 1:** The Union on behalf of the grievant shall present it in writing to the Administration within seven (7) days of the date that the employee becomes aware of the issue that is the subject of the grievance. The Administration will issue a written decision within seven (7) days.

**Step 2:** If the issue is not resolved in Step 1, the grievance shall be submitted in writing to the Human Resources Director within seven (7) days of the receipt by the Union of the Administrator's decision. The Human Resources Director shall meet with the Union within fourteen (14) days to discuss the grievance. The Human Resources Director will issue a written decision copy to the Union within seven (7) days of the meeting.

The meeting between the Human Resources Director and the Union may be accomplished by telephone upon mutual agreement of the parties.

**Step 3:** If the grievance is not resolved in Step 2, the matter may be moved to arbitration by a written demand by the Union. Such demand must be postmarked no later than ten (10) days after the receipt of the Human Resources decision.

If a demand for arbitration is made, the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators and, unless the parties mutually agree on an arbitrator, the parties shall select therefrom one (1) arbitrator as follows:

Within five (5) work days of the receipt of the list, the Employer and the Union, in that order, shall each alternately strike one (1) name until six (6) names have been eliminated and the one (1) person whose name remains shall be selected as the arbitrator. The above order of striking arbitrators shall apply for the first arbitration under this Agreement. Thereafter, the initiation of the striking process shall be done on an alternating basis.

Should one (1) party elect not to participate in the scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.

Each party shall bear all expenses of its own witnesses. The fee of the arbitrator, the costs of a court reporter (including but limited to transcript fees)(even if a court reporter is requested by only one party) and other expenses connected with the formal hearing, shall be borne equally by both parties.

The arbitrator's decision shall be issued within thirty (30) days of the submission of post-hearing briefs. Arbitrators shall have no authority to ignore, add to, to subtract from or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties or, in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

The arbitrator's decision shall be final and binding upon all parties.

Grievances shall be processed from one step to the next within the time limit prescribed in the Agreement, and any extension of time must be in writing signed by both parties. If the Employer does not act upon or respond to a grievance within the prescribed time frames, the grievance shall be considered denied and may be referred to the next step of the Grievance and Arbitration procedure. In these circumstances, the time limits for submitting the grievance to the next step in the grievance procedure shall begin to run from the date that the Employer's time for response expires. If a grievance is not submitted to each applicable step within the prescribed time limits, or any mutually agreed upon extension thereto, the Union will be deemed to have accepted the Employer's response.

#### Testimony of Residents, Family Members and Responsible Parties

In recognition of the uniqueness of the Employer's operations, written statements from patients, family members, and/or responsible parties (conservator or legal guardian), having knowledge of the events in question are admissible in accordance with the following provisions:

1. The Employer must notify the Union of its intention to offer written statement(s) within ten (10) days of the date the Union notifies the Employer of its demand for arbitration.
2. The Union shall have the right to cross-examine, in the presence of the grievant and one or more Employer representatives any patient, family member, and/or responsible party (conservator or legal guardian) whose statement(s) the Employer intends to offer at arbitration, provided that:
  - a) The Union requests, in writing, to interview the patient's family member(s), and/or responsible party (conservator or legal guardian), within ten (10) calendar days after receipt of the Company's notice.
  - b) At the request of the Union or the Employer and with the permission of the patient, family member, and/or responsible party (conservator or legal guardian) being interviewed, the interview may be recorded stenographically, or by voice and/or video recording. Such recording(s) shall be admitted into evidence at the request of the Union or the Employer.
  - c) If the witness, patient, family member or responsible party (conservator or legal guardian) fails to give permission for recording the interview in any format chosen by the Union and the Employer conducts the interview, any written statements submitted by the Employer will not have the weight outlined in the last paragraph of this article and the union maintains the right to object to receipt of the written statement as evidence in the arbitration hearing.
  - d) The Employer may use such written statements where the Union does not pursue its right to interview the witness(es).

The stenographic and/or video recording of a deposition taken in accordance with this section shall be admissible at arbitration in lieu of live testimony and shall be given the same weight as if the resident and/or family member, and/or responsible party (conservator or legal guardian), actually testified at the arbitration.

**ARTICLE XVIII**  
**PERSONAL LEAVE**

- A. Subject to patient needs, a leave of absence may be granted employees after ninety (90) days worked, at the Employer's discretion, for a period not to exceed thirty (30) days upon written application to and receipt of approval from the Employer. Such a leave of absence may be extended upon application up to a maximum of sixty (60) days; however, to be valid, such extension must be in writing and signed by the Employer's designated representative.
- B. Unused vacation days must be taken before a leave of absence can be granted.
- C. Any employee shall accrue seniority while he or she is on approved leave of absence but shall not accrue benefits.
- D. An employee on leave of absence shall provide notice to the Employer of his or her desire to return to work at least five (5) days prior to expiration of the leave. The employee will be placed in the classification held prior to going on leave.
- E. Performing work for another employer without the approval of the Employer, or failure to return to work at the conclusion of the leave (or obtain a written extension) will be construed as a voluntary quit.
- F. The Employer will continue to provide medical insurance coverage for employees on leave through the end of the month of commencement of leave. Required employee contributions must be made in order for the health plan benefits to remain in force.
- G. Requests for Personal Leave will not be unreasonably denied.

**ARTICLE XIX**  
**MEDICAL LEAVE**

- A. A medical leave of absence because of illness, injury or temporary disability, including a period of convalescence after the delivery of a child, shall be granted employees, upon presentation of medical evidence, satisfactory to the Employer. Medical leave shall be for a period not to exceed three (3) months; provided, however, the Employer may periodically, during an approved leave of absence, request that the employee involved again present medical evidence that continuation of such leave is necessary.
- B. Pregnancy disability leave shall be granted in accordance with California law.
- C. An employee on medical leave of absence shall provide notice to the Employer of his or her desire to return to work at least five (5) days prior to the date the employee wishes to return.

An employee shall be returned to the classification and shift in which he or she was employed at the commencement of the leave.

- D. An employee shall accrue seniority while he or she is on approved leave of absence, but shall not accrue benefits.
- E. Performing work for another employer without approval of the Employer or failure to return to work at the conclusion of the leave (or obtain a written extension) will be construed as a voluntary quit.
- F. An employee becomes eligible for a medical leave of absence only after he or she has completed ninety (90) work days.
- G. While on approved leave of absence for medical reasons, applicable insurance coverage will continue until the later of the following dates:
  - a. The last day of the month in which you exhaust your paid leave through paid time off; or
  - b. The last day of the month in which ninety (90) days have expired from the beginning of the medical leave; or
  - c. The last day of the approved, qualified Family/Medical leave, not to exceed twelve (12) weeks in a calendar year, unless required by state law.

Required employee contributions must be made in order for the health plan benefits to remain in force.

- H. While on an approved medical leave, but, excluding a job related injury leave, an employee will be paid any available sick pay and earned but unused vacation pay, integrated with State Disability pay or Workers Compensation benefits.
- I. The Employer agrees to grant eligible employees leaves of absence in conformity with the California Family Rights Act (C.F.R.A.).

**ARTICLE XX**  
**MILITARY LEAVE**

Military leaves of absence for active duty training or for reserve training shall be determined by applicable federal and state laws.

**ARTICLE XXI**

## **FAMILY MEDICAL LEAVE ACT**

Employer agrees to grant eligible employees a leave of absence in conformance with the Family Medical Leave Act (FMLA) of 1993.

### **ARTICLE XXII** **UNION LEAVE**

Stewards shall be permitted necessary time off without pay to carry out the business of the Union. It is understood, however, that the Employer may refuse such leave for legitimate business reasons. Time off to carry out the business of the Union shall not be in excess of ninety (90) cumulative working days in the calendar year combined for all Stewards. Requests for time off for this purpose shall be made in writing to the Employer at least thirty (30) days in advance of the days requested.

The Union shall reimburse the Employer for maintaining health insurance during the leave.

**ARTICLE XXIII**  
**SICK LEAVE**

The sick leave policy in the contract is in accordance with Appendix B. Sick Leave is payable from the first day of sickness.

**ARTICLE XXIV**  
**BEREAVEMENT LEAVE**

Full-time and part-time employees with more than ninety (90) days of continuous service shall be entitled to receive up to three (3) days bereavement leave, with pay, for scheduled days missed from the date of death to the date following the funeral. Bereavement leave with pay will be granted in the event of death of the employee's father, mother, grandparents, child, step-child, grandchildren, spouse, brother, sister, mother-in-law and father-in-law.

Compensation shall be for time actually lost from regularly scheduled work at the regular hourly rate.

If additional time off is needed the employee will notify management immediately. Management will not unreasonable withhold approval for up to an additional non-paid 7 days off.

**ARTICLE XXV**  
**JURY DUTY**

When an employee is called for jury duty service, he/she shall promptly notify their immediate supervisor. On an annual basis, the employer will reimburse/replace lost wages at no less than five days of regular pay for actual jury service. The employer will provide a letter to the Jury Commissioner seeking to have the employee excused, if requested by the employee, due to financial hardship if the employee is notified to serve a second tour of jury service in the same year.

**ARTICLE XXVI**  
**HOLIDAYS**

The holidays in the contract are specified under Appendix B.

**ARTICLE XXVII**  
**VACATION**

The vacation schedule in the contract is in accordance with Appendix B.

**ARTICLE XXVIII**  
**MISCELLANEOUS PROVISIONS**

- A. Employee Responsibility. No employee shall be requested to sign any work done by another employee.
- B. No employee will be responsible for changes made on patient's charts when changes are made without employee's knowledge.
- C. Employee Education and Orientation. It is the employee's responsibility to keep abreast of developments in the health care field. The Employer will arrange during working hours to assist the employees to learn new procedures and to operate new equipment in the Employer's facility.
- D. Payroll Data. In case of a dispute over wages, the Union representative shall, upon request, have the right to a copy of the necessary payroll and time card information relative to employees covered by this Agreement. The Employer shall notify the Union office in writing of the disposition of the special check if requested to settle the dispute, including the gross amount of wages paid.
- E. Interview Interrogation. In any instance where an employee is to be interviewed and/or interrogated by the Employer or his representative in respect to any alleged violation of the Company policies which may result in disciplinary action including, without limitation, a warning notice, the employee shall be informed in advance of his/her right to have his/her union representative present during such interview or interrogation.
- G. Polygraphs. The Employer shall not demand, allow or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph (lie detector) test or similar test or examination as a condition of employment or continued employment.

**ARTICLE XXIX**  
**PROGRESSIVE DISCIPLINE, DISCHARGE, DISCIPLINE, SUSPENSION**

- A. The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline an employee for just cause. Grounds for discipline or discharge, including immediate discharge are set forth in the Employer's Policies. In addition to those infractions listed in the Employer's Policies as warranting immediate termination, nothing herein shall limit the Employer's right to discharge without warning any employee for dishonesty, insubordination, insobriety, willful negligence, verbal or physical patient abuse (or any other violation of patient rights), patient neglect, or gross misconduct. In addition to those items listed in the preceding sentence, gross misconduct includes, but shall not be limited to, job abandonment, theft, fighting, being under the influence of drugs and/or alcohol while on duty, falsification of records, theft or consumption of medication, conduct that jeopardizes or has the potential to jeopardize the Employer's license or legal position, and violation of health and safety standards. 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.
- B. For all other allegations of misconduct or violation of Employer rules, the Employer agrees to use progressive discipline for any such conduct prior to termination.

All rule violations are cumulative for progressive discipline purposes. Employees do not have to violate the same rule to receive progressive discipline up to and including termination.

Progressive discipline shall be in accordance with the following schedule:

- |                          |   |
|--------------------------|---|
| <u>First Violation:</u>  | oral warning recorded in the employee's file                                  |
| <u>Second Violation:</u> | within one year of first violation – written warning                          |
| <u>Third Violation:</u>  | within one year of the second violation – unpaid suspension of up to one week |
| <u>Fourth Violation:</u> | within one year of the third violation – termination                          |

**ARTICLE XXX**  
**GROUP INSURANCE**

The Employer may select, change, eliminate or modify insurance carriers and benefit plans. The Employer shall notify the union of any changes in insurance carriers and benefit plans. The Employer shall meet with the union to discuss the changes provided that the union requests such meetings within ten (10) calendar days of receiving notice of the change.

It is understood and agreed for the term of this contract that the percentage of employee co-pays will remain as follows:

**GROUP HEALTH COVERAGES**

	<u>Employee</u>	<u>Employee + 1</u>	<u>Family</u>
Employee Co-pay	25%	50%	50%
Employer Co-pay	75%	50%	50%

**DENTAL COVERAGES**

	<u>Employee</u>	<u>Employee + 1</u>	<u>Family</u>
Employee Co-pay	62%	62%	62%
Employer Co-pay	38%	38%	38%

The Employer will provide one-time-annual-salary of Life Insurance at no cost to employees. Employees and their family may purchase additional Life Insurance; the Vision plan; the short term disability plan and the long term disability plan at the Employer's cost.

**ARTICLE XXXI**  
**RETIREMENT/401(k) PLAN**

The Employer in its sole discretion may provide a defined benefit plan, a defined contribution plan, and/or a Retirement/401(k) Plan as outlined in the Employer Plan Documents. The Employer reserves the right to unilaterally modify or eliminate its Retirement/401(k) Plan, but will notify the Union prior to implementing any substantial and material change in this benefit.

**ARTICLE XXXII**  
**UNIFORMS**

The Employer currently does not have a uniform requirement; however, if the Employer should institute a uniform requirement, the Employer will reimburse the employees for their reasonable expenses in complying.

**ARTICLE XXXIII**  
**NO STRIKES/NO LOCKOUT**

At no time during the term of this Agreement shall there be a strike at the facility organized under this Agreement. During the term of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down/organized call offs, picketing or stoppage of work. The Employer agrees that there shall be no lockout during the life of this Agreement.

The Company shall have the right to discharge or discipline any or all employees who engage in any conduct in violation of this section subject to the grievance and arbitration clause of this Agreement.

Should any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down/organized call offs, picketing or stoppage of work, the Union within 24 hours of a request by the Employer, shall:

- A. Publicly disavow such action by the employees;
- B. Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
- C. Post notices on Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

The Union's actions detailed above in Sections A, B, and C, and the performance thereof, shall relieve the Union of liability from any damages suffered by the Employer as a result of the violation of this Section of the Collective Bargaining Agreement.

The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other Union and any slowdown, sit-down, walkout, sickout or any withholding of labor during working hours for any unexcused reason.

**ARTICLE XXXIV**  
**CERTIFICATION TRAINING**

The Employer will pay the expense, one (1) time, of the Nursing Assistant Certification exam. If, however, the employee fails to attend a scheduled certification exam, then the employee will pay the expense of any rescheduled exams.

**ARTICLE XXXV**  
**SCOPE OF BARGAINING**

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party has 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 XXXVI**  
**INVALIDATION**

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 XXXVII**  
**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 this term. This Agreement can be changed only by a written Amendment executed by the parties hereto.

The waiver in any particular instance of any terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions in any other circumstance.

**ARTICLE XXXVIII**  
**SAFETY COMMITTEE**

The Employer agrees to utilize a Safety Committee to assure that strong measures are taken to protect workers from potential hazards, physical violence and to reduce stress in the workplace. The Safety Committee shall be formed of two (2) hourly employees designated by the Union in a letter to management and two (2) employer's representatives.

The Committee shall meet not less than quarterly and the Employer shall pay the employees for their time.

The goal of the Safety Committee will be to review/update current Employer-established guidelines and suggest new policies as well as discuss any current safety issues that have arisen since the last Safety Committee meeting.

It is agreed that the first Safety Committee meeting will take place within the first thirty (30) days after the ratification of the contract and thereafter approximately every ninety (90) days.

#### **ARTICLE XXXIX** **SUCCESSORS AND ASSIGNS**

In the event of a bona fide sale, transfer, lease, assets sale, stock transfer or purchase or other conveyance/or transfer of the Employer's business, facility or property, the Employer will provide the Union with written notice of such bona fide sale, transfer, lease, asset sale, stock transfer or purchase or other conveyance of the Employer's business, facility or property immediately upon agreement to do so.

The Employer will meet with representatives of the Union to negotiate the effects of the transaction on bargaining unit employees. The Employer will further notify the successor of a bona fide sale, transfer, lease, asset sale, stock transfer or purchase or other conveyance of the Employer's business, facility or property of the existence of this Collective Bargaining Agreement.

#### **XXXX** **MUTUAL BENEFIT**

The Employer and the Union agree to work together for the mutual benefit of the employees, the residents, the Company and the Union.

To that end, the Employer and the Union will establish a facility Joint Labor Management Committee within the facility. This committee will be composed of the Union field representative, and three (3) employees and four (4) members of management.

The committee will meet quarterly, or as often as needed, to discuss issues, concerns, suggestions and ideas related to the facility, the employees and the residents and to promote better understanding between the Union, the Company and the residents. This committee will also advise facility management on recruitment and retention issues and will not take any positions inconsistent with the terms of this Agreement.

Minutes of the meetings will be posted within the facility.

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

**ARTICLE XXXXI**  
**TERM OF AGREEMENT**

This Agreement supersedes the agreement recently expired that ran from May 1, 2006 through April 30, 2009 and all terms and conditions contained therein shall remain intact thru the new contract term unless there were changes which become effective on May 1, 2009, and shall continue in full force and effect until April 30, 2010. It shall be automatically renewed for twelve (12) additional months thereafter, unless, either party gives written notice to modify, amend or terminate it at least ninety (90), but no more than one hundred and twenty (120) days prior to April 30, 2010.

For the Employer  
Sun Healthcare Group

For the Union  
United Food & Commercial Workers  
Local 1442

\_\_\_\_\_  
Frank Parr  
V.P. Labor Relations

\_\_\_\_\_  
Michael A. Straeter  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX A**  
**LONGEVITY RATES/WAGE INCREASES**

**Effective May 1, 2009**

	05/01/09
Under 5 years	0.40
5 years & under 10 years	0.40
10 years & under 15 years	0.40
15 years & under 20 years	0.40
20 years	0.40

**APPENDIX B**  
**VACATION, HOLIDAY AND SICK LEAVE (EMPLOYER'S POLICY)**

**SunBridge Healthcare Corporation**

**Employee Handbook Addendum:  
As Modified During Union Negotiations  
Vacation, and Sick Benefits**

**Introduction**

This vacation, and sick time off plan supersedes any other time off plan.

This addendum to the SunBridge Healthcare Corporation (SunBridge) Employee Handbook explains the company's vacation, holiday and sick (VHS) time off plan for eligible employees of the SunBridge facilities listed above who reside in California.

SunBridge established this plan as a means of providing its employees with time off for vacation, and sick days. SunBridge recognizes the value of rest and relaxation and all eligible employees are encouraged to schedule time away from work in accordance with our policies.

If SHG and/or SunBridge ceases to own, operate, or manage this facility, SunBridge has liability for payment of vacation to any employee, no sick leave payments are required (unless indicated by state law).

**Eligibility and Waiting Period**

All full and part-time employees regularly scheduled to work a minimum of 20 hours a week are eligible to receive VHS time in accordance with this plan. "Temporary," part-time employees working fewer than 20 hours per week, employees receiving pay in lieu of benefits, and per diem staff are not eligible for VHS benefits. Individuals previously classified as independent contractors, who subsequently become employees, are eligible for this plan when they become employees, if they work at least 20 hours per week. They will be treated as a brand new hire, so they must satisfy the 90-day waiting period in order to use vacation and sick benefits.

Eligible Employees will start to accrue PTO on the first pay period following ninety (90) days of employment. PTO hours are available for use to eligible employees who have successfully completed six (6) months of employment.

Eligible employees will receive pay for certain holidays (stated below) starting with their date of hire, in accordance with the guidelines described below. The time off for holidays does not accrue; rather, eligible employees will be paid for applicable holiday time (following their date of hire) during the pay period in which the holiday occurs.

Employees on inactive status or on a leave of absence will begin or resume their vacation and sick time accrual and eligibility for holiday pay upon their return to eligible active status.

**Plan Year:**

Employees will accrue vacation and sick time and receive holiday time based on their Anniversary Year. The Anniversary Year is each twelve-month period starting with the employee’s date of hire.

**Negative Balance:**

Requests for VS in excess of the employee’s available balance are not allowed.

**Schedule of Benefits:**

Length of Service	Per Pay Period Accrual Rate Per Hour Worked		Maximum Award Per Year		Maximum VS per Year
	Vacation	Sick	Vacation	Sick	
0-12 months	0.0192	0.0231	40 hours	48 hours	88 hours
13-24 months	0.0385	0.0231	80 hours	48 hours	128 hours
25-60 months	0.0385	0.0269	80 hours	56 hours	136 hours
61-120 months	0.0577	0.0269	120 hours	56 hours	176 hours
121+ months	0.0769	0.0269	160 hours	56 hours	216 hours

**Vacation and Sick Time:**

Starting with eligible employee’s date of hire and each anniversary year thereafter, vacation and sick time will accrue according to the length of service as outlined on the above schedule.

Employees accrue vacation and sick time based on all hours worked and paid in the pay period, including training time, bereavement leave, jury duty, and time off. Employees realizing a service anniversary date that results in a higher accrual rate will accrue hours at the higher rate for the entire pay period in which the anniversary occurs. Once the yearly maximum vacation or sick time benefit is reached, the employee will stop accruing for the remainder of their anniversary year.

In addition to the maximum VS benefits described above, on the employee’s 10<sup>th</sup> anniversary (at 121 months continuous employment following their date of hire) and every 5 years following, the employee will receive a bonus equal to forty (40) hours paid at their then current regular rate of pay.

**Holiday Benefits:**

Eligible employees will also receive their regular rate of pay for their regularly scheduled hours (up to a maximum of eight (8) hours) for each of the following seven (7) holidays:

- |    |  |    |                  |
|----|--|----|------------------|
| 1. | New Year's Day                           | 5. | Labor Day        |
| 2. | President's Day                          | 6. | Thanksgiving Day |
| 3. | Memorial Day                             | 7. | Christmas Day    |
| 4. | Independence Day (July 4 <sup>th</sup> ) |    |                  |

If the holiday falls on a Saturday, then it may be recognized on the day prior (Friday); if it falls on a Sunday, it may be recognized on the day following (Monday). Employees scheduled and who work one of these holidays will be paid holiday time plus regular hours for the time worked.

### **Requests for Time Off:**

All employees should request and utilize VS in full-shift or full-day increments except that vacation and sick time may be utilized in increments of less than a full day if the employee is on an approved Family and Medical Leave. A day of VS is based upon the employee's regularly scheduled day up to a maximum of eight (8) hours. For example, an employee who is scheduled to work a 7.5-hour day would be paid one day of VS or holiday time that is also equal to working 7.5 hours.

VS must be scheduled through written notice to the supervisor as far in advance as possible; it is recommended that requests for VS be submitted at least four (4) weeks in advance, but not less than two (2) weeks prior to the date requested. During the months of January, February, March of each year when the vacation posting schedule is posted employees shall be given their preferences for accrued vacation in accordance with their company seniority. Whenever two or more employee's vacation requests are in conflict and are requested within 10 working days of each other priority will be given to seniority when more than one request is received for the same period at the same time. Effective April 1<sup>st</sup> of each year vacation scheduling will be administered on a first come first serve basis. In addition to the cancellation provisions outlined below, supervisors are not obligated to grant VS to solely meet the needs of the employee. As a practical matter, VS which is properly requested and scheduled will be granted at the employee's convenience, however, the work requirements of SunBridge must take priority. Within two weeks after the employee(s) requests, selects their vacation time off management will document their response.

Sick pay is paid on the first day of an employee's illness. The employee may be required to provide a physician's medical certification after three consecutive days of illness documenting the VS request as well as an authorization to return to work. VS can only be used if the employee follows the facility policy of calling in to their supervisor at least two (2) hours in advance of their scheduled shift. Failure to call in with appropriate notice may result in forfeiting the VHS for that day, unless facility policy indicates otherwise. If the employee has an unexcused absence the day before and/or the day after approved VHS, they will be denied payment of the VHS. In order to receive holiday pay, the employee must work the last scheduled day before and the first scheduled day after the holiday, as well as the holiday itself (if scheduled).

**Cash Out and Carry Forward:**

VS is to be used during the anniversary year in which it accrues with all unused vacation and sick time carried forward from one anniversary year to the next, subject to a maximum bank balance for each of two times the annual accrual for both vacation and sick time. If the time that is carried forward puts the employee's vacation and/or sick balance over the limit, no additional award will be made or accrual will occur until time off is taken and the balance is below the maximum limit.

**Transfer from Eligible to Non-Eligible Status:**

If an employee transfers to an ineligible status, they will be paid their accrued vacation as outlined in the section "Benefits upon Termination of Employment." Accrued sick leave time remains with the employee when they transfer to a non-eligible status.

**Transfer from Non-Eligible to Eligible Status:**

If an employee changes from ineligible to eligible status, they will accrue vacation and sick time and be eligible for holidays starting with the effective date of their status change but using their original date of hire for service time. Employees having such a status change will not have to satisfy another 90-day waiting period to use VS.

**Leaves of Absence:**

An employee on an approved leave of absence may request to use their available balance of vacation or sick time while on leave. Vacation or sick time may be used while the employee is receiving California State disability benefits allowing the employee to receive up to one hundred percent (100%) of their pre-disability earnings. Vacation or sick time may also be integrated with military pay to employees serving in the Reserves or who are called to "active" status; military orders must be submitted before payment of the VS will be authorized. VS hours are not available to supplement Workers' Compensation benefits.

**Cancellation:**

Pre-approved VS may be cancelled during the resignation period or at any time based on work needs, staffing requirements, patient needs, or other needs of the Company.

**Benefits Upon Termination of Employment:**

Employees who terminate their employment with SunBridge will be paid one hundred percent (100%) of their earned and unused vacation balance. No payment will be made for unused sick time unless indicated by state law. Employees are asked to give complete and timely written notice (at least two week for all employees except Department Heads and Administrators who are required to give four (4) or more weeks). Employees may use vacation time during the termination period, if it was pre-approved.

**APPENDIX C**  
**STARTING RATES OF PAY/YEARS OF EXPERIENCE**

**New Hire Rates**  
**Effective May 1, 2009**

<b>Position</b>	<b>2yrs exp</b>	<b>2 yrs +</b>	<b>5 yrs +</b>	<b>8 yrs +</b>	<b>10 yrs +</b>
C.N.A.	8.88	9.11	9.34	9.58	9.83
Program Counselor	14.90	15.17	15.45	15.73	16.03
Behavior Specialist	10.35	10.62	10.90	11.18	11.48
Cook	9.85	10.11	10.37	10.64	10.92
Dietary Aide	8.68				
Laundry Supervisor	9.85	10.11	10.37	10.64	10.92
Laundry Aide	8.68				
Housekeeping Supervisor	10.85	11.14	11.43	11.73	11.94
Housekeeper	8.68				
Maintenance	11.15				
Activities Asst.	10.35	10.62	10.90	11.18	11.48
Social Worker Designee	10.85	11.14	11.43	11.73	11.94
Social Worker Asst.	10.35	10.62	10.90	11.18	11.48
M.D.S Coordinator	14.08	14.46	14.86	15.26	15.68
Medical Records Clerk	13.35	13.71	14.08	14.46	14.86
Admissions Staff	16.35	16.80	17.26	17.74	18.23

