

Collective Bargaining Agreement
Between
American Federation of State, County and Municipal Employees,
Council 57, Local 829
And
BRIUS – Burlingame Long Term Care Center
May 27, 2015 through September 30, 2020

Agreement:

This Agreement is entered into on **May 27, 2015** by BRIUS – Burlingame Long Term Care Center (referred to as Employer) and the American Federation of State, County and Municipal Employees, Council 57, Local 829 (referred to as Union).

Section 1 – Preamble

This Agreement is effective only as long as Brius Healthcare continues to have a contract with the County of San Mateo for management of the Burlingame Long Term Care Facility located at 1100 Trousdale Drive, Burlingame, California ("the Facility") or may become the licensee of the Facility.

The Parties to this Agreement recognize that it is in their mutual interest and for the protection of the patients and residents to have efficient and uninterrupted operation of the Facility. This Agreement is for the purpose of establishing clear terms and conditions of employment that such results will be possible.

The Employer and the Union agree that all Employees, Managers and Union Representatives are to treat each other with respect and dignity. This shall apply at all times, including providing services to residents, visitors, meetings between co-workers, management, employees and the Union, outside vendors and trainers.

The parties agree with the objective of achieving the highest level of employee performance and production, consistent with safety, good health and sustained effort. Both the Employer and the Union will use their best efforts to achieve this objective.

Section 2 – Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for these employees covered by this agreement. Specifically excluded from the bargaining union on the basis of status are temporary employees, Registered Nurses', guards, Activity Aids, Activity Assistants and Supervisors as defined by NLRA.

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

Section 3 – Management Rights

Both parties recognize that it is the duty and right of the Employer to manage the business, including expansion of the operation, sale, relocation, merger or consolidation of operations. This includes the management of the facility and the direction of the workforce, including the selection and determination of the number of employees, the number of work shifts, the start times, end times and duration of those shifts, to schedule hours and to schedule overtime and are vested exclusively with the Employer. Said rights include the right to hire, promote, discipline, suspend and approve transfer within the facility, discharge, layoff temporarily and layoff permanently, the right to establish standards of performance for employees, reasonable production standards, job descriptions and the right to establish work rules. It is the right of the employer to make determinations concerning the use of equipment for residents care, the safety of residents and employees and the monitoring of residents and employees. The Employer has the sole right to determine the services it will offer, the number of employees necessary to perform such services, the supplies it will use, the introduction of new methods of operation and the quality of services. The above rights are subject to the provisions of this agreement and will be in compliance with the Department of Public Health.

The employer may establish reasonable workplace policies and issue an Employee Handbook, Hospital Policies and/or Departmental Policies. The workplace policies covered in the Employee Handbook,

Hospital Policies and/or Departmental Policies will apply to all bargaining unit employees unless in conflict with this agreement.

Section 4 – Union Membership and Dues Deduction

Union membership requirement. Not later than the thirtieth (30th) calendar day following the beginning of employment, every employee subject to the terms of this Agreement shall, as a condition of employment choose to become and remain a Union Member, paying the periodic dues uniformly required or an Agency Fee Payer, whom shall, as a condition of employment, pay a fee in the amount equal to the periodic dues uniformly required as a condition of acquiring or retaining employment.

Religious objection. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting an employee organization shall not be required to join or financially support the Union upon proof of membership in such organization via a notarized letter from the leader of the employees organization presented to the Union Office. Those employees may, in lieu of Membership Dues, or Agency Fees, have the employer pay on the employees' behalf, sums equal to such amount to one of three non -religious, non-labor, charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Three charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code shall be:

1. Gardner Family Health Network, Inc.
2. Sequoia Hospital Foundation
3. Boys and Girls Clubs of North San Mateo County

Notification to employees and union. At the time a new employee is hired who will be subject to this Agreement, the Employer will deliver to the employee, no later than orientation, a written notice stating that the Employer recognizes the Union as the exclusive collective bargaining representative of the employees covered by the Agreement. Not later than the tenth (10th) calendar day of the following month, the Employer will electronically (via e-mail) provide the Union with an excel spreadsheet of the names, employee numbers, addresses, and classifications of work of new employees and employees whose employment has terminated.

Termination for non-compliance. Not later than fifteen (15) calendar days following written notification from the Union to the Employer and the employee that an employee has failed to comply with the requirements of this section, the Employer shall terminate the employment of such employee. It is the Union's responsibility to notify the employee in advance and in writing, with a copy to the Employer, of the employee's obligations under this section and of the Union's intent to enforce the requirement. The Union agrees to defend, indemnify and hold harmless the Employer with respect to any asserted claim, obligation or cost of defending against any such claim or obligation of any person arising out of the Employer's compliance with the terms of this Section.

Union Membership is for the duration of the agreement, to the extent of paying the periodic Membership Dues uniformly required by AFSCME Local 829 as a condition of retaining membership. Employees who become members of the Union shall thereafter maintain such Membership for the duration of the agreement.

Every employee who is a Member of the Union shall have the right to withdraw from Membership during the final thirty (30) calendar days of the contract. The employee must deliver written notification to the Union Office no later than thirty (30) calendar days prior to the end of the contract and the employee will then begin paying the Agency Fee instead of Membership dues.

AFSCME PEOPLE Deduction

The employer agrees to deduct from the wages of any employee who is a union member a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5 – Union Visitation

An official representative of the Union will be permitted to visit the nursing home to ascertain that the provisions of this agreement are being observed and to confer with employees covered by this agreement during their non-work times and in non-work areas. Such visits shall not interfere with the operation of the nursing home or the performance of the employees' duties. Either prior to a visit or immediately upon entering the facility, the Union Representative shall inform the manager in charge of his/her presence at the facility. The manager in charge may be the Administrator, Director of Nursing, House Supervisor or other Senior Manager on duty.

The union will furnish the names of the authorized representatives and the employer is obliged only for the admission of such authorized representatives.

Section 6 – Union Shop Stewards

The Union may designate the following for Union Shop Stewards for the purpose of administering and enforcing this agreement, including investigating employee grievances and complaints, participating in the Labor Management Meetings and presenting grievances to the Employer for adjustment:

Shop Stewards	Back-Up Shop Stewards
LVN Day Shift -1	LVN Day Shift – 1
LVN Swing Shift – 1	LVN Swing Shift – 1
CNA Day Shift – 2	CNA Day Shift - 2
CNA Swing Shift – 2	CNA Swing Shift – 2
CNA Night Shift – 1	CNA Night Shift – 1
Environmental Day Shift – 1	Environmental Day Shift - 1
Environmental Swing Shift – 1	Environmental Swing Shift – 1
Cook & Dietary Day Shift – 1	Cook & Dietary Day Shift - 1
Cook & Dietary Swing Shift – 1	Cook & Dietary Day Shift – 1

One Shop Steward will be allowed thirty (30) minutes during the New Employee Orientation to meet with new bargaining unit employees for the purpose of orientation to the Union.

If a Stewards attends and participates in the Labor Management Meeting, no overtime will be generated. If the meeting does not fall during the Stewards regular shift then the Steward will attend on their own time. If the meeting starts during a Stewards regular shift and extends past the Stewards end of shift, there is no overtime, the Steward will be on their own time. A maximum of 4 (1- LVN, 1,-CNA, 1- Environmental Staff & 1-Cook or Dietary Staff) Stewards attending the LMC may be on the clock being paid at straight time. Additional Stewards may attend on their own time.

If a Stewards attends and participates in contract negotiations, no overtime will be generated. If the negotiations meetings do not fall during the Stewards regular shift then the Steward will have their schedule shifted to accommodate the meeting. If the meeting starts during a Stewards regular shift and extends past the Stewards end of shift, there is no overtime, the Steward will be on their own time. A maximum of 9 (1- LVN day shift, 1-LVN Swing Shift, 1,-CNA day shift, 1- CNA swing shift, 1- CNA night shift, 1- Environmental Staff day shift, 1 Environmental Staff swing shift, 1 – Cook & Dietary Staff day shift & 1-Cook or Dietary Staff swing shift) Stewards attending negotiations may be on the clock being paid at straight time. Additional Stewards may attend on their own time.

Section 7 – Union Bulletin Board

The Union shall have exclusive use of a bulletin board of approximately two feet by three feet (2'x3') in each employee break room. The Union further agrees not to post material on the board that is false or derogatory of the Employer or political in nature.

Section 8 – Hiring and Vacancies

The Employer may hire employees from any source. Any person may be employed who, in the opinion of the Employer, will make the best employee, and the Employer shall be the sole judge of the fitness of any applicant for employment.

Bargaining unit vacancies will be posted for three (3) consecutive calendar days. Existing employees interested in a posted vacancy shall complete an application in accordance with the posting.

The posting will include the date of the posting, job classification, shift, weekly scheduled hours and application deadline. If merit and ability are relatively equal, the position shall be awarded to the most senior qualified internal applicant.

Section 9 – No Discrimination

The Employer is an equal opportunity employer and makes employment decisions on the basis of merit. Neither the Employer, the Union nor any employee shall discriminate for or against any employee, applicant for employment, or resident, on account of race, color, religion, creed, national origin or ancestry, age, sex, marital status, physical or mental disability, medical condition, veteran status, sexual orientation, or any other basis protected by federal, state or local law. All such discrimination is unlawful. The Employer's commitment to equal opportunity employment applies to all persons involved in the operations of the Employer and the Employer prohibits unlawful discrimination by any employee of the Employer, including supervisors and co-workers.

To comply with applicable laws and ensuring equal employment opportunities to qualified individuals with disabilities, the Employer will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Administrator and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. If the accommodation is reasonable and will not impose an undue hardship, the Employer will make the accommodation. The Employer may also propose an alternative accommodation(s).

If an employee believes he/she has been subjected to any form of unlawful discrimination, or is aware of an incident of discrimination involving another employee, he/she should submit a complaint, preferably in writing, to the Administrator. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Employer will immediately investigate and attempt to resolve the situation.

If the Employer determines that unlawful discrimination has occurred, disciplinary action, up to and including discharge, will be taken. Appropriate action will also be taken to deter any future discrimination.

The Employer will not retaliate against any employee for using the complaint procedure or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the Employer, or any federal or state enforcement agency.

Section 10 – Harassment Free Workplace

In accordance with applicable law, the Employer prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, medical condition, marital status, sexual orientation, age, or any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated. The Employer is committed to taking all reasonable steps to prevent harassment from occurring.

Further detail on the policy is provided in the Employee Handbook, Hospital Policies and/or Departmental Policies.

Section 11 – Resident Abuse Prevention

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

Further detail on the policy is provided in the Employee Handbook, Hospital Policies and/or Departmental Policies.

Section 12 – Workplace Violence Prevention

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

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

Further detail on the policy is provided in the Employee Handbook, Hospital Policies and/or Departmental Policies.

Section 13 – Categories of Employees

Regular full-time employees. Regular full-time employees are those who are normally scheduled to work and do work thirty (30.0) or more work hours per week.

Regular part-time employees. Regular part-time employees are those who are normally scheduled to work and do work twenty-one (21) or more hours, but less than thirty (30.0) hours, per week.

Casual Employees. Casual employees are those who are normally scheduled to work and do work less than twenty-one (21) hours per week, or who work on an intermittent basis. Casual employees do not receive benefits.

Probationary Employees. All new employees shall be employed on a probationary basis for their first six (6) months of employment ("Probationary period"). No probationary employee is entitled to holiday

pay, sick pay, bereavement leave, bereavement pay, or leave of absence, Probationary employees may be terminated at any time during their Probationary Period for any reason at the sole discretion of the Employer without recourse to the grievance and arbitration procedure, with no obligation by the Employer except for wages earned. Management has the right to extend the "Probation Period" if needed. Once the probationary period has been completed, the original hire date shall be used for the purpose of accruing all benefits. Upon completion of the employees 'probation period' they will be provided the sick leave and vacation they would have accrued during their six months of probation.

Reclassification to Regular Status

To Regular part-time: If a Casual employee is regularly assigned to work at least, twenty-one (21) or more hours each week for four (4) consecutive pay periods, the employee will be reclassified to Regular part-time status.

To Regular full-time: If a Casual or Regular part-time employee works full-time, thirty (30) or more hours, on a predetermined basis for each week for four (4) consecutive pay periods, the employee will be reclassified to Regular full-time status.

General Provisions Concerning Reclassification

Reclassification to Regular full-time or part-time status, as applicable, shall be effective prospectively as of the first day of the pay period following completion of the fourth (4th) consecutive pay period. Upon reclassification, the employee's future coverage and accrual of benefits are subject to successful completion of the Probationary Period or other requirements normally used for that classification and particular benefit.

If one employee is filling in for another employee on workers compensation, pregnancy disability, short term or long term disability, the reclassification process will be void and not take place.

If an employee's weekly hours are reduced so that he/she no longer meets the eligibility requirements for regular full-time or regular part-time status, the change in status will become effective on the first day of the following pay period.

Section 14 – Personnel Records

Evaluations, Warnings and Records. The Employer shall make available to employees copies of evaluations, disciplinary actions and other documents in their personnel files. Signature endorsements by the employee shall be encouraged for all items listed. An employee's signature on an evaluation or disciplinary document means only that the employee has read and understands the document, not that they agree with the document. Employees may place in their file written comments regarding such material within fifteen (15) calendar days of the day of presentation.

The Employer may use disciplinary warnings or actions in the progressive disciplinary process. Progressive steps of discipline are a guideline to the employer and not a right of the employee. Periodic performance evaluations are not disciplinary and are not grievable.

Inspection of Personnel Records. No one except the affected employee and authorized management personnel shall be allowed to review or inspect an employee's personnel file or records unless required by law. The employee's written permission is given to the Employer's designee, or disclosure is required in order to cooperate with state and federal enforcement or administrative agencies. Inspections will be conducted in the presence of a management representative at a mutually convenient time.

Confidentiality of Medical Information. Health/medical records are confidential and not part of an employee's personnel file. The Employer will safeguard these records from disclosure and will divulge such information only as: (1) allowed by law; (2) to the employee's personal physician upon written request with permission of the employee; or (3) as required for workers' compensation cases.

Section 15 - Discipline

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

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

Upon request, employees shall be given fifteen (15) calendar days to review and make written comments to warnings or other documents of a critical nature placed in employees' personnel files. Any document of this nature shall be signed and dated by both the employee and the Employer.

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

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

The Employer shall notify the union and all employees and post the Employee Handbook, Hospital Policies and/or Departmental Policies for ten (10) calendar days before changing the existing Employee Rules or adopting new Employee Rules. Said Employee Rules shall not be unlawful nor in conflict with the provisions of this Agreement.

Employees shall have the right to inspect their personnel files at reasonable times.

The Employer shall respond to reasonable and relevant information requests made by the Union regarding disciplinary action taken against bargaining unit members.

Section 16 – Seniority Definition

Seniority is defined by the numbers of hours worked starting in July 2012. The employer will generate a quarterly report listing seniority. Reports will be generated on January 1, April 1, July 1 and October 1 of each year.

Section 17 – Hours of Work & Scheduling

The workweek shall be a seven (7) consecutive days starting on Sunday and ending on Saturday. The workday shall be a twenty-four (24) period starting at 12:01 a.m. The Employer reserves the right to alter or amend the workday or workweek after meeting and conferring with the Union.

Intent to employ on a full-time basis. It is the intent of the Employer to schedule full-time employees for eight (8) hours per day. However, the Employer reserves the right to schedule shifts for of less than eight (8) hours to meet the operational needs of the business. The Employer may alter shifts start/end times to maximize work efficiency. The Employer will strive to schedule employees on a 5 consecutive days worked with a -2 consecutive day off basis or a 4 consecutive days worked with a -2 consecutive day off basis depending on job title and shift.

The employer expects that all employees will clock in on time and clock out on time. Clocking in early, clocking out early, clocking in late and/or clocking out late without prior authorization may result in disciplinary action.

Wages

Position	Probation Rate	2 years	7 years	12 years
LVN	\$26.65	\$0.34	\$0.34	\$0.34
C.N.A., Cook	\$15.00	\$0.25	\$0.25	\$0.25
Environmental, Dietary Aides	\$11.45	\$0.20	\$0.20	\$0.20

Step increases will occur when the employee has completed the years of service as listed above.

Employees will receive:

Effective July 1, 2015 for hours worked a 1% increase.

Effective July 1, 2016 for hours worked a 0.5% increase.

Effective July 1, 2017 for hours worked a 1% increase.

Effective July 1, 2018 for hours worked a 0.5% increase.

Effective July 1, 2019 for hours worked a 1% increase.

Effective July 1, 2020 for hours worked a 0.5% increase.

Overtime Pay

All work performed in excess of eight (8) hours in a workday or forty (40) hours in a workweek shall be compensated at one and a half (1.5) times the employee's straight-time hourly wage

All work performed in excess of twelve (12) hours in a workday, and all hours worked on the seventh consecutive day of work in the workweek shall be compensated at two (2) times the employee's straight time hourly wage rate.

Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions. If an employee is working a double shift they will be paid straight time for the first shift and time and a half for the first four (4) hours of the second shift and for the remainder of the shift the employee will be paid at double time for the hours worked that exceed twelve (12). The employee will be required to take the appropriate breaks and unpaid meal breaks for both shifts. The employee will not be able to double charge the employer the usual overlap time between employees and shifts.

Authorization of overtime. The Employer shall authorize all overtime work in advance, unless there is an emergency. If the Employer has not authorized overtime in advance, affected employees shall punch out as scheduled without any further obligation.

Required overtime. Employees' covered by this Agreement may be required to work more than eight (8) hours in a workday or more than forty (40) hours or five (5) days in a workweek, due to cases of catastrophic event, natural disaster or other emergency as determined in the sole discretion of the Employer. It is understood that volunteers traditionally meet the demands of additional work and every effort will be made by the Employer to meet its staffing needs through volunteers before

resorting to mandatory overtime. The Employer will exercise reasonable judgment in assigning mandatory overtime and only after it has confirmed that volunteers are not available to work overtime.

Distribution of additional work and overtime. If the Employer makes such a determination that additional work or overtime is available or is needed, the Employer will assign such additional work/overtime assuming patient care is not negatively impacted, by virtue of a volunteer additional hours sign up list in the following order:

1. Full-time employees by seniority beginning with the most senior whose additional hours will not result in overtime.
2. Part - Time employees by seniority beginning with the most senior whose additional hours will not result in overtime.
3. Casual employees by seniority beginning with the most senior whose additional hours will not result in overtime.
4. All employees by seniority beginning with the most senior whose additional hours will result in overtime.
5. All employees by seniority beginning with the most senior whose additional hours will result in double time.

The additional hours sign up list will include the employee's dates, days of the week, and shift times of availability to work additional hours.

Any inadvertent violation of this provision will not result in any monetary liability to the Employer. Fraudulent violations of the additional hour's provisions of this section shall be remedied by giving the affected employee the opportunity to work the next available additional shift/overtime. If the affected employee is unavailable to work the aforementioned additional hours this shall be deemed a satisfactory resolution of the violation.

Work force reduction. When the Employer determines that a reduction in the scheduled hours must occur, the following shall apply:

Short term & long term reduction. Short term is when the estimated duration of the reduction is two (2) weeks or less. Long term reduction is when the estimated duration of the reduction is greater than two (2) weeks.

Notice. For short term reduction the affected employee(s) shall be notified verbally. For long term reduction the notice shall be given at least fourteen (14) calendar days prior to implementation. This written notice shall be posted and a copy electronically sent to the Union Office fourteen (14) calendar days prior to implementing.

Order determining reduction. Potentially affected departmental employees and Employer during the next four (4) days following notice shall determine the reduction as follows:

1. Volunteers
2. Probationary Employees
3. Employees Working an Extra Day
4. On-Call Employees
5. Part Time Employees
6. Full Time Employees

This Section only applies to Long Term Reductions.

Return to work. A departmental position when available will be offered in reverse order of the above reduction.

If an employee is returning to work from a leave of absence of 6 months or less, long term reduction or layoff in excess of 6 months or less they will pick up seniority, scheduling, sick leave and vacation accrual where they left off. They will not receive credit for the time they were off.

If an employee is returning to work from a leave of absence of 6 months or more, long term reduction or layoff in excess of 6 months or more they will be considered a new hire for the purposes of seniority and benefits.

Health plan. For short term reduction health plan benefits will not change and for long term reduction COBRA benefits will apply.

Meal and Rest Periods.

All employees' work schedules shall provide for a thirty (30) minute unpaid meal period for any shift worked longer than five (5) hours.

All employees' work schedules shall provide for a fifteen (15) minute rest period each four (4) hour work period.

The Employer shall not interrupt employees' meal and rest periods except in cases of patient care emergency. Interrupted meal and rest periods shall be made up immediately upon conclusion of the patient care emergency.

Schedules.

Posting monthly work schedules shall be posted a minimum of two (2) weeks in advance of the first workday on the schedule.

Changes to posted schedules. In the event that a change in the schedule is needed, as much advance notice of the change as is possible shall be provided to the employee. If the employee objects to the change, he/she shall discuss the matter with his/her supervisor. In any event, schedule changes may be made by the Employer in cases of emergency, where resident safety is an issue, or other operational business needs arise to require it in the sole discretion of the Employer. The Employer will allow employees to trade days off where the trade is approved in advance by the Supervisor and no overtime pay will result.

Reporting Pay. Any employee who reports to work as scheduled, or at the request of the Employer and is not provided with work shall be paid reporting pay of at least four (4) hours at their straight-time hourly wage rate. Any employee called in to work on a scheduled day off with less than two (2) hour notice who reports to work within two (2) hours of being called shall be paid for the entire shift. If the employee reports to work later than two (2) hours of being called shall be paid for all hours actually worked.

Split shifts. There shall be no split shifts except as requested by the employee and approved by the Employer and the Union.

Section 18 – Job Classifications & Pay

Appendix A. This attached appendix A sets forth the job classifications, straight-time hourly wage rates, effective dates and other provisions, and is incorporated as set forth in full herein.

Tenure Step Increases. Step increases will be effective beginning the first day of the pay period following the anniversary date corresponding to the step. Step increases will be based on an employee's seniority date as defined in the Seniority provisions of this Agreement.

Pay Period. Pay periods shall be from the first (1st) through the fifteenth (15th) of the month and from the sixteenth (16th) through the last day of the month with paydays on the twenty-fifth (25th) and tenth

(10th) of the month respectively. If a payday falls on a Saturday or Sunday, employees will be paid the previous Friday. When payday falls on a recognized holiday, the Employer will use its best efforts to make checks available to employees the day before payday.

Paycheck Availability. Paychecks will be made available on payday. Employees working the night shift will receive their paycheck at the end of their shift on payday. Employees working the p.m. shift will receive their paycheck at the end of their shift the day before payday if it is available in the facility.

Errors in Paychecks. Errors of twenty-five dollars (\$25.00) or more will be corrected within three (3) business days. Errors of less than twenty-five dollars (\$25.00) will be corrected on the employee's next paycheck.

Direct Deposit. Direct deposit of pay checks will be provided to all employees. If an employee needs to make a change of their banking information for direct deposit, they must have the correct information to the Payroll Department no later than fourteen (14) calendar days prior to the close of the payroll period. Employee will be limited to two changes to their direct deposit information after the fourteen (14) calendar day window (short notice) for the duration of their employment. After two short notice changes the employee will be excluded from direct deposit and will be issued a payroll check. Any and all extenuating circumstances will be reviewed on a case by case basis by the Hospital Administrator.

Relief Pay. Employees assigned by Management to relieve an employee in a higher classification for a complete scheduled shift shall be paid the probationary rate of that classification for the time worked in such classification. Relief Duty/Pay must be pre-approved by Management.

Orientation. Employees assigned to orient new employees shall be paid an orientation differential of \$.25 (twenty-five cents) per hour. The assignment of orientation duties shall be on a voluntary basis and no employee will be required to perform orientation duties.

License Fee. For employees with one (1) or more years of service who are required as a condition of employment to maintain a license or a certificate, the Employer will pay upon pre-approval the fee for re-licensure or re-certification.

Section 19-Job Descriptions

The Employer shall maintain descriptions setting forth job duties for the classifications of work covered by this Agreement. Job descriptions for each classification will be reasonably related to the operational needs of the facility. Job descriptions will be made available to employees and the Union upon request. Employees are expected to be familiar with the duties required in their job description.

Division of Labor. The Employer recognizes a division of labor between nursing, dietary, environmental service, and other departments. It is understood that all classifications are separate; however, all classifications will work together as a team.

New Classifications. Any new classifications instituted during the life of this Agreement not included in Appendix A shall be subject to negotiations between the Union and the Employer.

Section 20-Staffing and Workload Distribution

The Employer will exercise its best efforts to distribute the workload among employees based on the needs of the facility and maintenance of patient care.

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

Section 21 -In-Service and Education

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

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

Payment for In-service Attendance. Employees attending Employer-provided in- services will be paid for the duration of the in-service at their straight time hourly wage rate (no overtime will be generated by attending an in-service). Employees required to attend an in-service on their day off will be paid a minimum of two (2) hours of pay at their straight time hourly wage rate.

Paid Education Leave. Full-time LVN's with one (1) year or more of continuous service shall be entitled to up to four (4) hours of paid education leave per year. Employees requesting educational leave must have pre-approval and show proof of attendance at a class or seminar.

Section 22 – Paid Vacation

Length of Employment	Annual Maximum	Accrual Rate 5/2 Schedule	Accrual Rate 4/2 Schedule
0 - 2 years	1 week	0.01923	0.02054
3 - 10 years	2 weeks	0.0385	0.0411
11 + years	3 weeks	0.0577	0.0616

*Accrual is calculated on actual hours worked, not including paid time off.

Vacation scheduling. Employees shall be given preference on the basis of seniority in the choice of their scheduling vacation. An employee shall submit their vacation requests of one (1) week or more by February 1st of each calendar year for vacations occurring from March 1st of the year through the end of February of the following year. Vacation schedules for that one (1) year period will then be made available by March 1.

Vacations between November 1st and the end of February will be limited to a maximum of 14 consecutive calendar days.

Vacations between March 1st and the end of October will be limited to a maximum of 21 consecutive calendar days.

Between March 1st and the end of October Management may approve vacations that exceed 21 consecutive calendar days. Approval will be based on meeting the needs of the business on a case by case basis. If approved, the employee will have a position with the same job title and rate of pay upon their return; however, they will not be guaranteed to return to the Unit and/or shift they worked prior to their vacation.

If staffing and work requirements do not allow the Department to grant all vacation requests from employees in a classification for the same time period, vacation will be granted by seniority regardless of the number of choices made by the employee or length of vacation time requested. Vacation requests not made by February 1 shall be granted on a first- come, first-served basis as allowed by needs of the business. With regard to subsequent requests, written responses to an employee submitting a vacation request shall be given no later than two (2) weeks after the request is submitted.

Other Provisions Governing Vacations and Vacation Pay.

Employees are eligible to schedule vacation time after reaching their first anniversary date. Vacation pay will be at the employee's straight time hourly wage rate at the time the vacation is paid:

Whenever possible, an employee's days off shall coincide with vacationing scheduling.

If a Recognized Holiday occurs during an employee's vacation period, the employee shall be paid for the holiday and will not have use a vacation day.

Employees on unpaid leaves of absence or other periods of unpaid time off do not accrue paid vacation.

Employees will be informed of their current accrual either on their check stubs, or upon request to the payroll department.

Maximum Vacation Accrual. Paid vacation may accrue to a maximum of two (2) times an employee's current annual accrual rate. For example, an employee who earns two (2) weeks of vacation compensation per year may accrue no more than four (4) weeks of vacation compensation. Once an employee has accrued the maximum amount of paid vacation, no additional paid vacation will accrue. Only when the employee uses paid vacation will the employee again begin to accrue paid vacation time. There will be no retroactive accrual during the time the employee's vacation accrual was at the maximum.

Upon ratification of this agreement, on a one time basis, for employees who have a vacation balance over the maximum accrual level, the employer will cash out all vacation hours in excess of the maximum amount of hours. All employees exceeding the maximum accrual as of February 28, 2015, will be paid out their vacation hours that are in excess of the maximum on a one time basis. Maximum accrual will levels will still apply and if the employee stays at the maximum, they will stop accruing vacation hours. Checks will be distributed by the end of May 2015.

Pro Rata Pay Upon Termination. Employees who have completed the Probationary Period are entitled to pro-rated vacation upon termination.

Section 23-Paid Holidays

Recognized Holidays. The Employer recognizes the following days as paid holidays for benefited employees who have completed the Probationary Period.

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Annual Floating Holiday – Will begin Jan. 1, 2016

Holiday Pay for Holidays not worked. Full time benefited employees will receive holiday pay based on the employee's customary number of hours worked in a day up to a maximum of eight (8) if the employee does not work that holiday. Regular part-time employees will receive four (4) hours of holiday pay.

Holiday Pay for Holidays Worked. In addition to receiving up to eight (8) hours of holiday pay, benefited employees who work on a recognized holiday will be paid at their straight time hourly wage rate for their shift.

Eligibility. To be eligible for holiday pay as herein provided, an employee must work or be on a scheduled paid vacation the last scheduled workday immediately preceding the holiday and the first scheduled workday immediately following the holiday.

Holiday Scheduling. Holiday scheduling shall be by Departmental Seniority except that each holiday season the Employer shall devise a schedule, which allows each benefited employee to be off on at least one (1) of the three (3) major holidays of Thanksgiving Day, Christmas Day and the following New Year's Day.

Annual Floating Holiday. Effective January 1, 2016, each employee will receive one (1) floating holiday per calendar year. This floating holiday must be used within the calendar year and cannot be saved or banked for a following year. The employee will need to schedule their floating holiday and have management approval for the time off. The number of hours for the floating holiday will directly correspond to the normal hours of an employees' shift, not to exceed eight (8) hours and Part-time employees will be pro-rated.

Section 24-Sick Leave

Accrual of Sick Leave. Full-time benefited employees who have completed the Probationary Period shall accrue five (5) sick days per calendar year.

Schedule	Accrual Rate
5 Days On - 2 Day Off	0.01923
4 Days On - 2 Day Off	0.02054

Accrued sick may be carried over from year to year. Maximum sick leave accrual is ten (10) calendar days.

Effective January 1, 2015 any employee who has an excess of ten (10) calendar days in sick leave will have a separate catastrophic sick leave bank created. Hours in excess of ten (10) will be stored in the catastrophic sick leave bank for major illness, accidents and/or FMLA qualifying events. These catastrophic sick leave banks will not grow in hours/days over time.

Use of Sick Leave. Sick leave may be used for the employees' illness or caring for an ill family member.

Notice of Sick Leave. In the case of employee or family illness or emergency, the employee must notify the immediate supervisor at least four (4) hours prior to the shift start to allow for a replacement to be called. Employees must notify the facility's business office in writing by the end of the pay period in order to be paid for sick leave hours used.

Section 25 -Health Screening and Annual Physicals

Employees will be required to complete a health-screening questionnaire, which shall be reviewed by the Employer. Employees must also satisfactorily pass a health examination within seven (7) days of employment. This will consist of a routine physical by the facility physician and a TB screening. Every employee is required, as a condition of employment, to have a physical annually, done without a charge to the employee. If, as a result of this physical, the facility physician requires special tests, such tests will be done at the employee's expense. Employees will not be permitted to work if they have symptoms or signs of communicable disease, infected skin lesions, or a health condition that presents a threat to the health and safety of the residents or fellow employees.

Any employee may use a licensed California physician of his/her choice for the required annual physical examination, but it will be at the employee's expense if other than the facility physician is used.

Section 26-Health Benefits

Medical Insurance. The Employer will make health plans available to all full time bargaining unit employees. If the Employer needs to offer alternative health plan(s) due to reasons beyond its control, it shall notify the Union ninety (90) calendar days prior to any proposed implementation. Any alternative healthcare plan(s) offered by the Employer shall be comparable in the level of overall benefits offered to employees and any covered spouse/partner/dependent(s). The alternative health plan shall also have substantially equivalent and comparable copayments and deductibles as compared to price on the whole. The Employer's contribution rates are set forth below.

Dental Insurance. The Employer will make available a dental plan to all full time bargaining unit employees. Employees will be responsible for 100% of the dental insurance premiums.

Vision Insurance. The Employer will make available a vision plan to all full time bargaining unit employees. Employees will be responsible for 100% of the vision insurance premiums.

Enrollment. An Employee is eligible to join the primary plan(s) on the first day of the month following his or her completion of three (3) months of continuous work. To enroll in a plan, the Employee must contact the business office prior to the end of his or her first three (3) months of work and complete health and/or dental plan documents. The Employee must enroll in a timely manner, IF NOT then the Employee may have to wait until the next open enrollment period to join either primary plan.

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

Contributions: Full-time Employees with 2 or more years of service

Medical Plan	Employer/Employee Contribution Single Coverage	Employer/Employee Contribution Dependent Coverage	Employer/Employee Contribution Spouse/Domestic Partner Coverage
H.S.A.	90%/10%	50%/50%	0/100%
D.H.M.O.	90% of the H.S.A rate/ Balance	50% of the H.S.A. dependent rate/ balance	0/100%
H.M.O	90% of the H.S.A rate/ Balance	50% of the H.S.A. dependent rate/ balance	0/100%

*Employees who have already completed 1 year of service and are paying at the 90%/10% rate will be grandfathered on the above chart.

Contributions: Full- time employees hired between March 1, 2014 and March 1, 2015 and have not completed 2 full years of service will make the following contributions until they have completed 2 full years of service.

Medical Plan	Employer/Employee Contribution Single Coverage	Employer/Employee Contribution Dependent Coverage	Employer/Employee Contribution Spouse/Domestic Partner Coverage
H.S.A.	75%/25%	50%/50%	0/100%
D.H.M.O.	75% of the H.S.A rate/ Balance	50% of the H.S.A. dependent rate/ balance	0/100%
H.M.O	75% of the H.S.A rate/ Balance	50% of the H.S.A. dependent rate/ balance	0/100%

Contributions: Full-time Employees between 91 days and 2 years of service

Medical Plan	Employer/Employee Contribution Single Coverage	Employer/Employee Contribution Dependent Coverage	Employer/Employee Contribution Spouse/Domestic Partner Coverage
H.S.A.	60%/40%	50%/50%	0/100%
D.H.M.O.	60% of the H.S.A rate/ Balance	50% of the H.S.A. dependent rate/ balance	0/100%
H.M.O	60% of the H.S.A rate/ Balance	50% of the H.S.A. dependent rate/ balance	0/100%

*Effective for new hires as of March 1, 2015.

Section 27- 401k Retirement Plan

The Employer will provide access to a 401k plan for the employees' participation. Participation in the 401k plan is optional.

Section 28-Leaves of Absence General Provisions.

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

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

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

For employees on an authorized leave of absence of up to and including sixty (60) days, the Employer will try to return them to the same position/classification and shift if available. In case of a leave of absence, which lasts longer than sixty (60) days, the employee will return to the same classification only.

Family and Medical Leave.

The Employer will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.

Compensation During Leave. Family and medical leave is unpaid. The Employer may require an employee to use accrued paid leave (such as vacation or sick leave) to cover some or all of the family and medical leave. The use of paid time off will not extend the length of a family and medical leave.

Benefits during leave. The Employer will maintain group health insurance coverage during a family and medical leave for up to a maximum of 12 workweeks per 12-month period if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the Employer may recover premiums it paid to maintain the health coverage if an employee fails to return to work following a family medical leave.

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

Pregnancy Disability Leave

The Employer will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical conditions. The Employer will grant PDL in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.

Notice and Certification Requirements. If an employee needs to take a pregnancy disability leave, she must provide the Employer reasonable advance notice. In addition, she must provide the Employer with a health-care provider's statement certifying the last day of work and the expected date of return.

Compensation During Leave. Pregnancy disability leaves are without pay. However, an employee may take accrued vacation time and any other accrued paid time off during the leave. If an employee elects to use vacation pay or sick leave, the maximum leave period of four (4) months will not start until the vacation and sick leave has been exhausted. All such payments will be integrated with any state disability or other wage reimbursement benefits that the employee may receive. At no time will an employee receive a greater total payment than their regular compensation.

Benefits During Leave. For employees eligible for family and medical leave, the Employer will maintain, for up to a maximum of twelve (12) workweeks per 12-month period, any group health insurance coverage that was provided before the leave was taken and on the same terms as if an employee had continued to work. In some instances, the Employer may recover premiums it paid to maintain health coverage if the employee fails to return to work following the pregnancy disability leave. If an employee is not eligible for family and medical leave, then she will receive continued paid coverage on the same basis as employees taking other leaves.

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

Leave For Personal/Family Death/Illness

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

Compensation During Leave. Leave for family death/illness is without pay. However, employees may use accrued vacation time and any other accrued paid time off during the leave.

Benefits During Leave. An employee on an authorized leave of absence may continue health insurance coverage through the Employer in accordance with federal COBRA guidelines by making monthly payments to Employer for the amount of the premium. Employees may obtain further information from the payroll department.

Reinstatement. In most circumstances, upon the submission of a death certificate, obituary notice, or funeral arrangement, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if an employee would have been laid off had he/she not gone on leave, or if their position has been eliminated during the leave, then he/she will not be entitled to reinstatement.

Bereavement Leave.

When a death occurs in the immediate family of an employee who has completed one (1) year of continuous service, he/she shall be entitled to up to three (3) consecutively scheduled workdays off with full pay. Employees working less than full-time daily hours at the time of the bereavement leave shall be compensated on a prorated basis. Immediate family shall be defined as current spouse, mother, father, sister, brother, child, stepchild, mother-in-law, father-in-law, grandparents and grandchildren. If an employee needs additional time off, he/she may use sick leave or vacation leave.

Section 29-Paid Jury and Witness Duty

Employees called for jury duty must notify the Facility as soon as reasonably possible after he/she receives notice to report for jury duty. A regular employee who is required to serve on a jury or testify as a witness will be paid the difference between any jury/witness pay received and his/her pay for the regular hours he/she would have worked up to maximum of five (5) days in a calendar year. As a condition of payment by the Employer, an employee must produce a receipt from the court clerk that he/she has been called and/or served. Any jury duty/ witness fees will be integrated with any payments made by the Employer such that at no time will an employee receive more than his/her regular pay.

An employee ordered by the court to be on "standby" must continue to report to work on his/her scheduled workday. Employees on court ordered "standby" may use a facility phone when calling the court to check on their reporting status.

Section 30 - Labor- Management Committee

Representatives of the Employer and the Union may meet at an administrative level as needed to monitor and discuss the implementation and progress of this contract.

Section 31 -MEDI-CAL RATE PROTECTION

In the event the facility during the term of this Agreement: (a) suffers a reduction in its Medi-Cal reimbursement per diem rate compared to the previous year; (b) does not realize an increase in its Medi-Cal reimbursement per diem rate compared to the previous year; (c) suffers a reduction in its Medi-Cal reimbursement per diem rate compared to the previous year resulting from federal or state action modifying the Quality Assurance Fee, or (d) if funding related regulations are revised, amended or repealed, the parties agree to execute the following process:

Upon request of either party, the parties will immediately engage in good faith bargaining over the economic provisions of the Collective Bargaining Agreement in consideration of the economic impact of a change in Medi-Cal reimbursement rates as specified above. If such good faith bargaining does not provide a mutually agreeable resolution within 90 days, either party may request the assistance of a mutually agreed to mediator who has expertise in the State Skilled Nursing reimbursement system. The mediator will assist in facilitated discussions for a period not to exceed 45 days. At the conclusion of 45 days if the parties have not reached a mutually agreeable resolution, the matter shall be submitted to "final offer" binding interest arbitration or as otherwise mutually agreed. Such binding interest arbitration will be conducted pursuant to the American Arbitration Association's Expedited Labor Arbitration Rules.

The Union further agrees to stipulate to the Arbitrator that the increase set forth in the Agreement were initially premised and agreed to based upon an assumption by all parties that the facilities would each realize an increase in their Medi-Cal reimbursement in each year of the Agreement. In no event will the arbitrator be able to award an increase greater than that set forth in the Collective Bargaining Agreement. It is understood that the arbitrator may not award wage increases which are not funded. Funded is defined as the Medi-Cal reimbursement per diem rate which was calculated based upon each facility's Cost Report. The arbitrator may also consider any other information he/she considers relevant.

Any obligation to implement further economic improvements will be suspended pending resolution of the dispute.

In no case can previous compensation increases provided to employees be rescinded if there is a change in the Medi-Cal reimbursement rate.

This process does not apply for Medi-Cal per diem rate reductions which result solely from the ordinary rate setting process/calculation based upon the facility's submission of its cost report. In other words, Medi-Cal per diem reductions resulting solely from a facility's expenditures in the areas of Labor Costs (including Direct Care Labor, Indirect Care Labor, and Labor Driven Operating Allocations), Indirect Care Non-Labor Costs, Administrative Costs, Capital Costs and Medi-Cal portion of pass-through costs, will not trigger the provision of this side-letter.

The no strike/no lockout provisions of the Agreement shall remain in full force and effect.

Section 32-No Strike-No Lockout

The Union agrees that through the term of this agreement it will not call, engage in or sanction any strike, sympathy strike, wild cat strike, boycott, picketing, work stoppage/slow down, sit-down, sit-in, walkout, sick-out, or other interruption of work, or refusal to handle patients. This shall include dealings

by the Employer with non-union suppliers, vendor, and organizations. A threat to commit any of the above acts shall be considered a violation of this Article. There shall be no lockout by the Employer during the term of this Agreement.

Section 33-Grievance and Arbitration Procedure

A grievance shall be defined as any claimed violation of a specific provision or provisions of this Agreement.

Both the Employer and the Union pledge their active, aggressive and continued efforts to secure prompt disposition of requests, complaints and grievances; and agree that most disputes can be, should be and will be resolved in verbal discussion. In few cases where such is not accomplished, the following procedure shall apply:

STEP ONE

Step One of a grievance shall be a discussion with the appropriate supervisor by the employee(s) and/or authorized Shop Steward or Union Representative.

Every grievance except terminations must be initiated in Step One within fourteen (14) calendar days after occurrence of the event causing the grievance, or the grievance shall be considered waived. Grievances filed regarding a discharge issue will be filed at Step Two (by passing Step One) within seven (7) calendar days of the discharge/termination,

The appropriate supervisor/employer representative and the affected employee(s)/Shop Steward/Union Representative will schedule a meeting within seven (7) calendar days in which to resolve the grievance or dispute. If the grievance is not settled or resolved then the grievance is at a deadlock.

STEP TWO

If the matter is not resolved at Step One, it shall be reduced to writing and submitted to the Administrator within seven (7) calendar days of the Step One deadlock.

The written grievance shall contain all pertinent information including name of employee(s), the date of the incident, the section of the Agreement allegedly violated and the remedy sought.

The Union Representative/Shop Steward and the Administrator shall schedule a mutually agreeable date to meet within ten (10) calendar Days from the receipt of such grievance for the purpose of attempting to settle the matter. If the grievance is not settled or resolved at that meeting then the grievance is at a deadlock.

STEP THREE

If the matter is not resolved at Step Two, either party may request, in writing, within ten (10) calendar days of the Step Two deadlock, that the matter be referred to a Regional Director of Operations.

Upon receipt of written Step Three grievance, the Regional Director of Operations and the Union Representative and/or shop steward shall attempt to arrange a mutually agreeable date to meet. Said meeting shall be scheduled within fifteen (15) calendar Days from the receipt of such grievance for the purpose of attempting to settle the matter. If the grievance is not settled or resolved at the scheduled meeting then the grievance is at a deadlock.

STEP FOUR-ARBITRATION

Either the Union, or the Union's legal representative, or the Employer may request arbitration of the aforementioned grievances set forth above which remains unresolved by serving a written demand for arbitration upon the other within ten (10) calendar Days from the date of the deadlock described in Step Three (3) above. The grieving party is responsible for requesting a panel from the Federal Mediation and

Conciliation Service or the American Arbitration Association. No alleged violation of the Agreement or claim for relief shall be granted by the arbitrator unless it has been raised in a timely fashion, filed and submitted in accordance with the procedure identified in the preceding sections, unless the parties agree otherwise.

The arbitrator shall be selected by alternatively striking names from the list requested from and furnished by the Federal Mediation and Conciliation Service or the American Arbitration Association, whichever is applicable, until one name remains. Both the Union and the Employer agree to schedule a date no later than sixty (60) calendar days following a party's receipt of a panel of arbitrators. In the event the chosen arbitrator is not available within sixty (60) calendar days both the Union and the Employer hereby agree to schedule the arbitration date after sixty (60) calendar days following a party's receipt of a panel of arbitrators, however, both the Union and the Employer agree that this arbitration date will be the chosen arbitrator's first available date.

In the event the Union and the Employer mutually agree to a set panel of arbitrators to choose from for all arbitration cases, they may be utilized for all attempts to ensure arbitration dates happen within sixty (60) calendar days following a party's written request for arbitration.

In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement and the expressed intent of the parties as set forth in this Agreement. The arbitrator shall have no power to add to, subtract from, or to modify any of the terms and provisions of this Agreement and shall consider and resolve only such issues as are raised by the written grievance. The decision of the arbitrator shall be final and binding upon both parties hereto and upon the employee or employees covered; however, the arbitrator shall make no award outside the scope of the authority outlined herein affecting a change, modification or addition to this Agreement and shall confine judgment strictly to the facts submitted in the hearing, the evidence before him/her and the terms and provisions of this Agreement.

The arbitrator shall notify each party of his or her decision within thirty (30) calendar days of the arbitration hearing or thirty (30) calendar days from the receipt of the post-hearing briefs, if the parties file briefs.

The expense of the arbitration, including preparation of a transcript for the Arbitrator, shall be borne equally by the parties. The requesting party shall pay the cost of any additional copies of the transcript.

The parties agree that the arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of their sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. The parties agree that neither shall call a resident or patient as a witness. If the resident and/or family member agrees, the Union Representative or shop steward shall have the right to conduct an interview of said individuals in a dignified and respectful manner with a representative of the Employer present.

Additional Grievance Administrative Provisions:

Grievance settlements reached in Step One or Step Two shall not establish a precedent for either party, unless mutually agreed to in writing.

All grievances, other than the exception set forth for discharge issues must be processed through the aforementioned procedural steps prior to a request for arbitration being made or honored.

The time limits as set forth in this Section may be extended by mutual agreement between the parties. If such extension is verbal, there shall be written confirmation of such extension by the party requesting the extension.

If the employee, the Union or the Employer fails to process the grievance at any step within the time limits, the grievance shall be deemed to have been untimely. If either party fails to answer a grievance

within the specified time limits other party shall have the right to appeal the grievance to the next step of the grievance procedure.

If the calendar day falls on a Saturday, Sunday or holiday then the cut off will be the next working day.

The parties agree that the arbitrator shall accept a written statement signed by a resident, patient or family member in lieu of their sworn testimony and it shall carry the same force and effect as if the resident, patient or family member appeared and provided live testimony. The parties agree that neither shall call a resident, patient or family member as a witness.

In terminations stemming from suspected or actual resident abuse, both the Union and the Employer agree to stipulate to the following facts:

1. Both the Employer and the Union are committed to an environment where residents are free from any form of abuse.
2. Both the Employer and the Union agree that resident abuse is a violation of a resident's rights and California and federal law.
3. When a resident makes an allegation of abuse, assuming the resident does not suffer from severely impaired cognitive state such that his or her allegations should not be believed, the Employer is obligated and permitted to consider the resident's allegations as accurate.
4. The arbitrator shall uphold the termination if the employee is unable to establish by a preponderance of the evidence that the resident was lying or mistaken.
5. Reinstating an employee previously accused of resident abuse could expose the Employer to additional liability if the employee engages in that type of behavior in the future.
6. The parties agree to stipulate before the arbitrator that the facility is bound by the definition of abuse contained in applicable state and federal regulations.
7. The Employer has a zero tolerance policy regarding abuse and employees are aware of this fact.
8. All employees of the Employer are trained in recognizing and reporting elder and dependent abuse and are mandated by law to report the same even if they doubt the veracity of the allegations. An employee must report a known or suspected instance of abuse if he or she: (a) has observed or has knowledge of an incident that reasonably appears to be abuse; (b) has been told by an elder or dependent adult that he or she has experienced behavior constituting abuse; or (c) reasonably suspects that abuse has occurred.

Section 34 -Successorship

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

Employees who are placed in other facilities pursuant to this Section will be considered transfers. Employees who are not placed in other facilities will be entitled to one hundred percent (100%) cash out of all accrued vacation pay as of the date of separation of employment. Sick leave, catastrophic sick leave and the floating holiday will not be cashed out.

Section 35 -Subcontracting

The Employer has no present intention to subcontract out any bargaining unit work traditionally and customarily performed by bargaining unit employees. If, in the future, the Employer seriously contemplates subcontracting of any bargaining unit work, it shall discuss the matter with the Union prior to making its final decision.

In the event the Employer subcontracts bargaining unit work, the Employer shall notify the Union and affected employees by giving ninety (90) calendar days' notice in writing. The Employer shall

require the subcontractor to recognize the employees as represented by the Union and to maintain the terms and conditions of this Agreement except as specified herein.


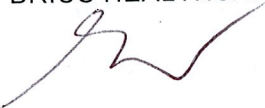
Section 36-Severability Clause

If any provision of this Agreement or the application of such provision to any person or circumstances is ruled contrary to law by any Federal or State court of last resort or duly authorized agency, the remainder of this Agreement shall not be affected thereby. In the event of such invalidation of a provision of the Agreement, the parties shall negotiate an appropriate substitute provision.

Section 37-Term of Agreement-Hold

This Agreement shall be in full force and effect and shall remain operative and binding on the parties from January 1, 2015 through September 30, 2020. This Agreement shall continue in full force and effect from year to year thereafter.

For Employer:


BRIUS HEALTHCARE


For Union:


AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
Local 829, AFL-CIO

