

OFFICE/CLERICAL UNIT CONTRACT BETWEEN

Service Employees International Union, Local 221 and Operation Samahan, Inc.

Effective October 30, 2017 to October 29, 2018

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## **Article 1. Contract Parties**

This Agreement is made and entered in to by Operation Samahan, Inc., a federally qualified community health center with facilities located at 1428 Highland Avenue, National City, CA 91950; 2743 Highland Avenue, National City, CA 91950; 2835 Highland Avenue, National City, CA 91950; 2841 Highland Avenue, National City, CA 91950; 2101 Granger Avenue, National City, CA 91950; 10737 Camino Ruiz #138 and #235, San Diego, CA 92126; 9855 Erma Road, San Diego, CA 92126; and 9955 Carmel Mountain Road, San Diego, CA ("Employer") and the Service Employees International Union, Local 221 ("Union").

## **Article 2. Recognition and Membership**

**Section 1. Employer Recognition of Union.** The Employer recognizes the Union as the sole representative for bargaining purposes of three separate bargaining units, as specifically defined below, with respect to wages, hours, and other working conditions of bargaining unit employees.

**Section 2. Covered Employees.** Employees covered by this Agreement are all employees employed by Employer in the following bargaining unit job classifications:

**Office/Clerical Unit:** All full-time and regular part-time accounts payable specialists, administrative assistants, back up operators, billing clerks, case management employees, case workers, civic engagement coordinators, community health workers, community health worker coordinators, EMR scanners, family planning specialists, front office receptionists, grants coordinators, health educators, healthy heart community health workers, home visitors, maintenance employees, operators, patient care coordinators, patient care coordinators/case workers, patient liaisons, patient services reps, payroll specialists, program assistants, training specialists, and victim advocates employed by the Employer.

**Section 3. Relocation, New Facilities, Accretion.** In the event that Employer relocates a facility listed in Article 1 of this Agreement, employees of such new facility who are employed in the bargaining unit classifications listed in Section 2 of this Article shall be covered by this Agreement. Any new facility hereafter opened and/or operated by Employer in the cities of San Diego or National City and employing employees in the bargaining unit classifications listed in Section 2 of this Article shall be deemed an expansion of Employer's facilities and an accretion to the existing bargaining unit. Such new facility or facilities shall be automatically covered by the provisions of this Agreement.

**Section 4. Performance of Bargaining Unit Work.** Bargaining unit work shall be performed by bargaining unit members. In cases of emergency, occasional operational needs, such as for instruction or the setup of new equipment, and when there is an

insufficient number of bargaining unit members available, non-bargaining unit employees of Employer may perform bargaining unit work. Such assignments shall be made on a temporary, not ongoing, basis.

Section 5. Work Assignments to Bargaining Unit Employees. Employer may assign any bargaining unit employee to perform work outside of his/her normal job duties and/or departments as operating conditions warrant, provided the employee is qualified to perform the work involved safely. No job classification shall have exclusive ownership of any task, job, tool or equipment.

### **Article 3. Union Security and Weingarten Rights.**

Section 1. Condition of Employment. Each employee covered by this Agreement, as a condition of initial and continuing employment, will be required to either maintain membership in the Union or make an equal contribution by paying to the Union a sum equal to regular monthly Union dues.

All employees covered by this Agreement will have thirty (30) calendar days from the date of the signing of this Agreement to comply with this provision. New or rehired employees will have thirty (30) calendar days after the date of employment or reemployment in which to comply.

Employees who fail to comply with the requirements in this Article will be discharged by the Employer within thirty (30) days after written notice to Employer from the Union.

Section 2. Per Diem Employees. Any employee who is per diem will not be required to become a Union member or to pay monthly dues or any other equal contribution.

Section 3. Notification of New Employees. Employer will give the Union notice of the hiring and firing of any employee covered by this Agreement within one (1) month of such hiring or firing.

Section 4. Check-off; Deduction of Dues. Once an employee completes and submits a Union membership application and written authorization for deductions, Employer will debit the monthly Union dues equally over twenty-six (26) payroll cycles per calendar year and forward same to either the Secretary-Treasurer of SEIU, Local 221, or to the appropriate charitable organization as per the religious exemption outlined herein by the last day of each calendar month.

Section 5. Religious Exemption Provisions.

A. If an employee covered by this Agreement is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting labor unions, such employee shall not be required to join or financially support the Union as a condition of employment.

B. Such employees with religious objections shall be required to pay, in lieu of periodic union dues and initiation fees, equivalent sums to a nonreligious charitable fund exempt from taxation under Section 501 (c) of the Internal Revenue Code. The fund shall be from a list of three as set out below:

American Cancer Society  
Voices for Children, Court Appointed Special Advocates  
The Make-A-Wish Foundation

C. Such employee shall furnish to the Union receipts evidencing such charitable payments and failure to make such payments or furnish such receipts shall subject the employee to the same sanctions as would nonpayment of dues under this Agreement.

D. The Union shall be entitled to verify payments to the designated charitable funds by having Employer's check off records mailed to it quarterly and, if necessary, by requiring the employee to provide quarterly records of payment.

E. If an employee certifies and presents a letter from his/her church, religion, body or sect certifying that his/her religion does not allow donations to any charity, then the Employee shall be permitted to pay sums equal to agency fees to his/her church in lieu of payment to the Union or list of organizations above.

F. Employer shall not be held liable in any way for enforcement of this section.

Section 6. COPE Check-off. Employer agrees to honor contribution deductions authorizations from bargaining unit members in the following form:

"I hereby authorize the Employer to deduct from my pay the sum of \_\_\_\_\_ from each of my regular paychecks and on a bi-monthly basis but during a single pay period per month to forward that amount to the Union's Committee on Political Education (COPE). This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Union's COPE are not conditions of membership in the Union or of employment with the Employer and that the Union's COPE will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections."

Any bargaining unit member may revoke his/her COPE authorization at any time by notifying the Union and Employer in writing. Within four (4) days of receipt of a bargaining unit member's revocation of COPE authorization, Employer will cease making COPE deductions from that employee's paycheck.

Section 7. Indemnification. The Union agrees to indemnify and hold Employer harmless against any and all claims, suits, orders or judgments brought or issued against

Employer as a result of any action taken by Employer under the provisions of this Article.

All union members have the right to union representation during investigatory interviews that may lead to discipline. Any member may exercise this right if they so choose. Prior to any investigatory interview that might lead to discipline, Employer shall notify the member being interviewed of his/her right to union representation. At the onset of any investigatory interview that may lead to discipline, Employer will explain the allegation(s) being made against the employee.

#### **Article 4. Management Rights**

Section 1. Employer retains the exclusive and unilateral right to manage operations, direct its workforce, and determine the quality and quantity of patient care. Except as explicitly limited by a specific provision of this Agreement, Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of its business and direction of the workforce in accordance with its judgment. All inherent and common law management functions and prerogatives which Employer has not expressly modified or restricted by a specific written provision of this Agreement are retained and vested exclusively in Employer.

Section 2. The sole and exclusive rights of management which are not abridged by this Agreement include but are not limited to the following rights:

- (a) To conform existing programs to the requirements of grant contracts, statutes, regulations, ordinances or codes.
- (b) Management of Employer's business, including fundraising efforts and grant applications.
- (c) To determine and to improve the services, methods, and processes to be employed in OSI operations, including technological changes.
- (d) To restructure, reorganize, relocate, expand, reduce, and discontinue processes or operations of the Employer, including the number and location of Employer's facilities, programs, and departments.
- (e) To establish work and quality standards.
- (f) To determine the number of hours per day or week that operations shall be carried on.
- (g) To set the hours of work, determine staffing levels required, and establish and change employee work schedules and assignments.

- (h) To determine and to select the tools, materials, and equipment to be used in the Employer's operations and to change or to discontinue the use of any equipment.
- (j) To assign work to such employees in accordance with business needs as determined by management.
- (k) To hire, transfer, promote, demote, layoff, recall (including the number of persons recalled), terminate, rehire, or otherwise relieve employees from duty for lack of work or other reasons.
- (l) To determine the fact of lack of work.
- (m) To make and enforce safety rules and rules governing the conduct of employees within the Employer's facilities.
- (n) To supervise, manage, and direct employees as necessary for the orderly, efficient, and profitable operation of its business.
- (o) To create and modify job classifications and departments, determine position specifications, and establish and judge ability, qualifications, experience, and skill levels of employees.
- (p) To require employees to undergo training and professional development applicable to their job classification.

Section 3. Employer shall have the sole and exclusive right at any time to establish, manage, or alter the practices or customs of personal, non-work communications by employees during working hours, such as telephone calls, text messages, emails, video messages and social media posts, and to limit or restrict such practices or customs as Employer may determine.

Section 4. Employer shall have the sole and exclusive right to subcontract work based on legitimate operational needs, including but not limited to appreciable cost savings to Employer, expertise of workers, and difficulty recruiting for a particular classification. Employer will provide:

- (b) Thirty (30) days' notice to Union that Employer is considering subcontracting, so that Union may request effects bargaining, if desired;
- (c) Two weeks' notice to affected bargaining unit members of upcoming termination due to subcontracting;
- (d) Bumping rights, to mean that bargaining unit members terminated due to Employer's subcontracting will be permitted to displace less senior bargaining unit members in current bargaining unit positions for which they are presently qualified.

Section 5. Employer shall have the sole and exclusive right at any time to establish, administer, and change a drug and alcohol abuse prevention program, to test employees for drugs or alcohol when reasonable suspicion exists, and to discipline employees based on the results of such tests or an employee's refusal to promptly take such tests.

Section 6. In the event that Union alleges a management violation of another article or section of this contract, and management asserts a defense of management rights, the parties may utilize the Grievance & Arbitration process provided in Article 27 or may mutually agree to skip to Step 4 of that article (Information Mediation).

## **Article 5. Union Rights**

### **Section 1 . Definitions.**

(a) The term "working time" is defined as the work time of both the employee doing the soliciting/distributing and the employee to whom the soliciting/distributing is directed. Working time does not include lunch periods, rest breaks or any other specified periods during the workday when employees are not expected to be actively performing their job, including any period in which employees are off duty.

(b) The term "working area" is defined as all immediate patient care areas, patient transport areas, and all other locations on Employer's premises where employees perform work. Working areas exclude break areas, lunchroom areas, parking areas, and rooms where union meeting are being held, but only for the duration of the union meeting.

(c) The term "literature" includes materials, in either written or electronic form, used for advertisement, solicitation, fund-raising, political, sales, or promotional purposes.

(d) The term "immediate patient care areas" refers to places used frequently and regularly by patients, such as patient rooms, corridors immediately adjacent to patient rooms, nurse stations, treatment rooms such as x-ray and therapy areas, patient lounges, patient waiting or sitting areas, and patient elevators.

(e) The term "solicitation" includes asking for support, selling, seeking assistance for an issue or cause, or seeking contributions. The scheduling of appointments between the Employer and Union is not considered solicitation.

### **Section 2. Solicitation and Distribution.**

(a) Solicitation of employees and distribution of non-work related materials is limited in order to accommodate the special needs of patients for a therapeutic environment and to create and maintain a tranquil atmosphere throughout Employer facilities for patients and visitors. Unrestricted solicitation and/or distribution on Employer premises is likely to interfere with these goals. Accordingly, unless otherwise specified in the contract,

solicitation and distribution is expressly restricted in order to maintain the necessary therapeutic environment at Employer's facilities.

(b) Bargaining unit members and Union officials may not solicit during working time or in immediate patient care areas for any purpose.

(c) Bargaining unit members and Union officials may not distribute literature at any time, for any purpose, in immediate patient care areas, or other working areas.

(d) Off-duty bargaining unit members are prohibited from engaging in solicitation of on-duty employees in immediate patient care areas or during the working time of the on-duty employee.

(e) Off-duty bargaining unit members are prohibited from distributing literature to employees in working areas and/or immediate patient care areas at any time.

### Section 3. Access of Union Officials and Members to Workplace.

(a) Union officials and off-duty bargaining unit members shall not be anywhere on Employer property unless they have a legitimate business reason to be present and have made an appointment to visit with the Human Resources Officer (HR) or Chief Executive Officer (CEO). In that case, the Union official shall state the purpose of the visit and areas of the facility where such official desires to visit and receive approval for the visit. As an exception to this provision, one Union official and one off-duty bargaining unit member may conduct brief one-on-one meetings in staff designated parking areas from time to time, without prior approval from HR or the CEO.

(b) Union officials and off-duty bargaining unit members have a limited right of access to Employer facilities, for example to receive medical treatment, to visit patients, or to directly participate in business related to Employer. Union officials and off-duty bargaining unit members are not permitted in any immediate patient-care areas or working areas for any reason except during business hours for the purpose of visiting/accompanying patients. Union officials and off-duty bargaining unit members are only allowed in immediate patient-care areas or working areas when furthering a legitimate business need and only after receiving permission of Employer management or the administrative office.

(c) Union officials and off-duty bargaining unit members are required to check in at the front desk of the facility being visited. When on Employer property, Union officials and off-duty bargaining unit members are required to obtain and display clearly a visitor's ID badge.

(d) Union stewards or other Union officials who are OSI employees appointed by the Union to investigate complaints or claims of grievances shall notify and obtain permission from his/her supervisor before leaving his/her work assignment for the purpose of investigating such complaints or alleged grievances. Permission shall not be



unreasonably denied. No permission to leave work assignments shall be granted where the supervisor determines that certain essential medical services are in progress. If the steward cannot immediately be made available, the steward will be permitted to leave work at the soonest reasonable opportunity.

(e) Upon request by a Union official, the Employer will provide three (3) hours' use of a private space at least once per week for Union staff to conduct meetings with bargaining unit members ("Office Hours"), provided that there is a room available and that it does not require a member of management to stay late or come in early to accommodate. If not operationally able at time of union request, space may be provided at earliest reasonable opportunity, or at the next closest facility, or outside the facility. If needed, the Union may hold Office Hours at more than one facility per week.

#### Section 4. Right to Post and Distribute Union Material

(a) No Use of Employer Equipment. The Union may not utilize Employer's equipment, including computers, Employer provided phones, laptops, tablets, copiers, fax machines, e-mail system, voice message system or internal mail for solicitation or distribution of union literature at any time, for any purpose, unless otherwise specified in the contract. Usage of these systems and equipment may be monitored to ensure compliance.

(b) Bulletin Boards. Employer bulletin boards are to be used only for the posting of official material related to the operations and objectives of OSI. All materials to be posted in any manner on an Employer bulletin board must have prior authorization from the Human Resources ("HR") Department. The posting of materials on walls, corridors, halls, elevators, lobbies, doors, or areas other than official bulletin boards is prohibited. The above paragraph does not apply to union bulletin boards.

Employer will furnish at least 36"x48" of bulletin board space at reasonable locations accessible to employees in each of Employer's facilities for the exclusive use of the Union. The Union bulletin boards shall only be used for posting union information and notices, including:

- 1) Union election materials and election results.
- 2) Union official business reports or steward's reports and notices.
- 3) Union news bulletins and meeting notices.
- 4) Union membership benefits, programs, and promotional information.

(c) E-Mail Usage. The email system utilized by employees is Employer property provided solely to conduct Employer's business. Personal use of Employer's Internet and email communications systems during work time is not allowed, as such personal use interferes and conflicts with work responsibilities. In addition, employees may not access the OSI Internet or email system outside of work hours, including meal breaks.

- 1) Usage rules are in place due in part to their ability to provide the systems additional protection from computer viruses, to reduce the costs of maintenance, and to prevent occasions of uncompensated or "off-the-clock" work by bargaining unit members.
- 2) A first-time violation of the above E-Mail Usage policy will be addressed by informal coaching. Documented discipline for such a violation will be issued only in additional instances of infraction.
- 3) OSI email addresses may not be used by the Union or any member to communicate with bargaining unit members or others regarding Union business or for commercial ventures, religious or political causes, non-work related organizations, or any other non-business matters, unless otherwise specified by the contract. However, upon reasonable notice and when requested from the Union, Employer agrees to send occasional emails notifying bargaining unit members of upcoming Union Office Hours. In addition, upon mutual agreement, Employer may from time to time send other Union-related emails to bargaining unit members, for example, to schedule meetings. This agreement does not require Employer to permit the Union or bargaining unit members to use OSI's e-mail system for Union purposes or to permit group discussions among members about the terms and conditions of employment during non-work time.

To ensure compliance, computer and email usage may be monitored. Employees do not have an expectation of privacy in any electronic communication that utilizes Employer property.

#### Section 5. Union Stewards

Employer recognizes the right of the Union to select a reasonable number of Union stewards. The number of stewards shall not exceed one (1) per twenty (20) represented employees. The Union may also select one (1) alternate steward for each steward, who shall perform the steward's functions when the steward is absent or not available. To prevent interruption of OSI's services, no more than one (1) steward shall be selected from the same site. Stewards will be allowed to represent employees from another site. Stewards may represent employees during their normal shift for up to three (3) hours per month without loss of pay. For that purpose, stewards must record their time spent representing employees, other than during rest breaks and meal periods, on a daily basis and provide that time record to Employer at the end of each pay period. Any time spent over three (3) hours shall be without pay. Stewards representing employees after their shift or during meal breaks shall not receive overtime pay nor shall the time count as hours worked. Stewards shall not receive mileage reimbursement for representation at other facilities.

## Section 6. New Hire Notification

Upon hire, Employer shall provide an orientation to all new employees filling a bargaining unit job classification. At the orientation, Employer shall provide the Employee with information on employee benefits, a copy of his/her job description, and other information regarding the employee's employment with OSI. At orientation, a Union representative who is not on paid time by Employer shall be provided a reasonable amount of time, not to exceed thirty (30) minutes, to explain the coverage of this Agreement, the obligations of Union membership and any other information regarding the Union.

## Section 7. Union Leave

Upon two weeks advance written notice to OSI's Human Resources and the employee's direct supervisor, OSI may grant up to two (2) days leave annually for Employees to attend Union related activities. The duration and number of employees requested for leave will be clearly specified in the written notice to OSI. OSI has the right to refuse or partially grant the leave request due to operational needs. Permission shall not be unreasonably denied. Time off will be charged PTO if any is available. If none is available, time will be unpaid.

## Article 6. Joint Labor-Management Committee

The Employer and the Union shall maintain a Labor Management Committee ("LMC") to facilitate communications and cooperation between the Union and the Employer. The LMC will be comprised of management representatives and union representatives, including three (3) employees selected by the Union.

The Employer will promptly notify the Union if any employees selected for LMC cannot be released due to operational reasons. The Union will then have the option to select an alternate employee or be given another mutually acceptable date to have the LMC where the employee can attend.

The Employer shall designate the time and location of each LMC. There shall be three (3) LMC meetings each year, they shall occur once every four (4) months. Employees selected by the Union to attend LMC will be on employer paid time during the meeting. The Employer will provide the selected employees a 15 minute pre-meet and 15 minute post-meet for each LMC. Travel to or from LMC will be on employer paid time if in conjunction with a work shift.

The LMC includes, but is not limited to, discussions regarding changes in the workplace, dignity and respect in the workplace, and identifying concerns between bargaining union members and Employer; and to develop problem solving strategies. Therefore, nothing herein shall be deemed or construed to diminish the Employer's or Union's Rights in this agreement. This article shall not create any additional obligation to

bargain or to replace the grievance and arbitration process. LMC does not have the authority to change, delete, or modify any terms of this agreement.

## **Article 7. No Harassment, Discrimination, or Retaliation**

Section 1. Employer and Union agree that employment decisions, including, but not limited to, hiring, firing, promotion, demotion, and training, will be based on an individual's qualifications and ability as they relate to the job under consideration. Employer will comply with all applicable laws regarding employment practices and will not engage in unlawful discrimination or harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. Employer agrees not to discriminate against members of the Union due to their Union membership or participation in lawful Union activities.

Section 2. Employer will not retaliate against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's participation in lawful Union activities or an investigation or employment discrimination proceeding.

Section 3. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Employer will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the Employer. Any bargaining unit member who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Human Resources department and request such an accommodation, specifying what accommodation he or she needs to perform the job.

Section 4. In an effort to uphold Employer's Organizational Values, the Union and Employer agree that all administrators, supervisors, bargaining unit members, Union stewards and business representatives will treat one another with dignity, respect and cooperation, regardless of position, affiliation, or profession.

## **Article 8. Savings Clause**

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of California, and rules and regulations of governmental authority. Should any provisions or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement, Any provisions of this Agreement not declared invalid shall remain in full force and effect

for the life of this Agreement. If any provisions is held invalid, Employer and the Union shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement of such provision.

### **Article 9. Wages**

A. All bargaining unit members are paid on an hourly basis. Annual salary amounts are provided for convenience only and are based on a work year of 2080 hours at the hourly rate to calculate the annual wage rate.

B. OSI will assign bargaining unit members a "total years in job class" value upon hire, which will consider how much time the member has worked in his or her current job classification prior to beginning employment at OSI. OSI is not required to apply previous experience in a different job class and is not required to give "day-for-day" credit for previous experience in the same job class with a different employer; however, equivalent experience with a comparable employer will not be unreasonably withheld. If previous experience cannot be verified, OSI will request that the member provide proof of previous experience. If previous experience still cannot be credibly verified by OSI, no credit will be given.

C. The following wage bands will apply to full-time and part-time bargaining unit members within each job classification, based on the member's assigned "total years in job class."

Min= 0-10 years' job class experience  
Mid= 10-20 years' job class experience  
Max= 20+ years' job class experience

When a member reaches ten (10) years of experience in job class, the member will be raised to the "Mid" wage, if not already earning that wage or higher. When a member reaches twenty (20) years of experience in job class, the member will be raised to the "Max" wage, if not already earning that wage or higher. During interim periods, OSI has discretion to raise members' current wages, or not, but may not reduce any member's current wage, so long as the member remains in the same job classification.

D. Wage Rates

<b>Clerical Unit</b>			
<b>Job Classification</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
AP Specialist	(\$36,250/yr) <b>\$17.43/hr</b>	(\$41,125/yr) <b>\$19.77/hr</b>	(\$46,000/yr) <b>\$22.12/hr</b>
Billing Clerk	(\$29,120/yr) <b>\$14.00/hr</b>	(\$30,160/yr) <b>\$14.50/hr</b>	(\$31,200/yr) <b>\$15.00/hr</b>
Call Center Operator	(\$24,960/yr) <b>\$12.00/hr</b>	(\$28,791/yr) <b>\$13.84/hr</b>	(\$31,425/yr) <b>\$15.11/hr</b>
Case Manager	(\$32,442/yr) <b>\$15.60/hr</b>	(\$41,353/yr) <b>\$19.88/hr</b>	(\$45,344/yr) <b>\$21.80/hr</b>
Case Worker	(\$24,960/yr) <b>\$12.00/hr</b>	(\$29,448/yr) <b>\$14.16/hr</b>	(\$35,748/yr) <b>\$17.19/hr</b>
Home Visitor	(\$29,448/yr) <b>\$14.16/hr</b>	(\$35,748/yr) <b>\$17.19/hr</b>	(\$42,092/yr) <b>\$20.24/hr</b>
Patient Care Coordinator	(\$28,504/yr) <b>\$13.70/hr</b>	(\$29,120/yr) <b>\$14.00/hr</b>	(\$35,817/yr) <b>\$17.22/hr</b>
Patient Services Rep	(\$24,960/yr) <b>\$12.00/hr</b>	(\$25,714/yr) <b>\$12.36/hr</b>	(\$28,410/yr) <b>\$13.66/hr</b>
Payroll Specialist	(\$33,000/yr) <b>\$15.87/hr</b>	(\$37,875/yr) <b>\$18.21/hr</b>	(\$42,750/yr) <b>\$20.55/hr</b>
Program Assistant – STRIVE	(\$29,799/yr) <b>\$14.33/hr</b>	(\$35,530/yr) <b>\$17.08/hr</b>	(\$41,261/yr) <b>\$19.84/hr</b>
Victim Advocate - Domestic Violence	(\$28,080/yr) <b>\$13.50/hr</b>	(\$35,748/yr) <b>\$17.19/hr</b>	(\$42,092/yr) <b>\$20.24/hr</b>

D. The terms hereof are intended to cover only minimums in wages. Employer may, in accordance with law, place superior wages in effect and may reduce the same to the minimums herein prescribed, without consent of the Union.

**Article 10. Equity Bonus**

Employees in the following classifications shall receive a one-time Equity Bonus:

Patient Service Representatives

Billing Clerks

Call Center Operators

Case Workers

Victim Advocates  
Patient Care Coordinators

The Equity Bonus shall be paid in the first full pay period of November 2017 in the amounts as follows:

Years	Amount
0-4 years	\$0
5-9 years	\$50
10-14 years	\$100
15+ years	\$150

Payment of this bonus shall not be reoccurring and shall not be considered a past practice.

### **Article 11. Hours of Work and Compensation.**

Section 1. This Article establishes the standard for hours of work. Nothing in this Agreement shall be construed as a guarantee of the number of hours to be worked per day, per work period, or for any other period of time.

### Section 2. Classifications Of Employees.

Upon hire, all employees are classified as full-time or part-time, regular or temporary. Regular Employees are entitled to certain benefits upon meeting the eligibility requirements of each plan.

Full-Time: An employee who works at least 30 hours per week.

Part-Time: An employee who works less than 30 hours per week.

Temporary: An employee who is hired for a specific period of time or for a specific project.

Per diem: An employee who works less than 240 hours quarterly.

### Section 3. Workweek And Scheduling

Employees are expected to be at work, ready to work, at their scheduled start times, and to remain working until their shift concludes. For payroll and accounting purposes, the workweek begins at 12:00 a.m. Sunday and ends at 11 :59 p.m. the following Saturday. Employees will be paid bi-weekly.

#### Section 4. Overtime

Overtime is work performed by an employee in excess of eight (8) hours in a day or forty (40) hours in a week. Employees may not work overtime unless ordered or authorized by a supervisor. Calculation of overtime is based on the employee's regular rate of pay, which includes the base rate for the job classification plus all differentials or bonus rates, to which the employee would be entitled for the overtime work performed.

Notwithstanding any other policy, practice, rule, or regulation to the contrary, any absence including but not limited to Paid Time Off (PTO), paid sick leave, disability leave, bereavement leave, vacation, holiday, jury duty, reporting to a draft board, or unpaid work furlough or any other paid or unpaid time off which may be infrequent, sporadic or unpredictable shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation.

Employees will be paid overtime at one and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek; and at double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek.

#### Section 5. Rest And Meal Periods

##### (a) Meal Periods

All non-exempt employees must take an uninterrupted meal period of at least 30 minutes each day they work more than five (5) hours. Employees must commence the meal period before they complete their fifth hour of work. Thus, if an employee begins working at 8:30 a.m.; for example, s/he must start a meal period prior to 1 :30 p.m. In addition, employees must record the actual times that they stop and start work to take a meal period. All non-exempt employees must take an uninterrupted second meal period of at least 30 minutes each day they work more than ten (10) hours. Employees must commence the meal period before they complete the tenth hour of work. Meal periods are unpaid. Employees who are unable to take a meal period must immediately notify their supervisor and HR whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. Employees may leave the premises during meal periods.

##### (b) Rest Periods

All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every four (4) hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period



following lunch. Rest periods are paid. Employees who are unable to take a rest period as described above must immediately notify their supervisor and HR whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

During meal periods and rest periods, employees may not work at all and are excused from all duties. Employees may not join together required meal or rest periods in order to take a longer break. Also, employees may not miss a required meal or rest period in order to start work later or leave work earlier. Employees must remain onsite during rest period.

Section 6. Employer shall comply with the Fair Labor Standards Act.

### **Article 12. PTO Cash Out**

Employees may cash out up to forty (40) hours of accrued but unused PTO in the first payroll period of November each year by submitting a PTO Cash Out Request form to Human Resources at least two (2) weeks in advance of the payroll period. To be eligible for PTO cash out, the employee must have at least his or her annual allotment of PTO (according to the OSI Employee Handbook) in reserve and must have taken at least five (5) consecutive and preapproved paid days off from work in the previous twelve (12) months. The five (5) consecutive and pre-approved paid days off may include a combination of PTO and an official paid OSI holiday, but may not include a leave of absence.

### **Article 13. Higher Class Duties**

Any member of the bargaining unit assigned or expected to perform fifty percent (50%) or more of the duties of a higher classification for five (5) consecutive shifts or longer, or five (5) shifts within a three (3) month period shall be paid at the higher rate for the future shifts the member is performing such duties.

During temporary assignment to higher class duties, the employee shall have no authority to hire, transfer, suspend, lay off, recall, promote, or discharge other employees, or effectively to recommend such action. Any time that the employee works in a temporary position shall be counted, when applicable, towards time worked in the class of service.

### **Article 14. Shift Change**

Employees covered by this Agreement shall be given a set weekly schedule, including location, which shall be posted two (2) weeks in advance.

Should an employee be required to change a scheduled shift time (both start and end time), without (2) weeks' notice, the employee shall be paid twenty-five dollars (\$25) as

a "shift-change" fee. This does not apply when an employee is asked to report for a scheduled shift early or to continue working past scheduled shift end time.

Employees with fluid or self-made schedules, such as Program Coordinators, Health Educators, Home Visitors, and Project Coordinators shall be exempt from this provision.

### **Article 15. Call Back Pay**

An employee who is called back to work within twelve (12) hours after completion of their regular shift shall be guaranteed a minimum of one (1) hour of work or pay. The employee shall be paid one and a half (1.5) times his/her regular rate of pay for all hours worked during their call back time. Shift changes, including being asked to report early or to work past a regularly scheduled shift end time, are not covered by this provision.

### **Article 16. Family Medical Leave**

Employer will comply with applicable family care, medical leave, and military family leave laws. Employer will not interfere with, restrain, or deny the exercise of any right provided under the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA); or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA/CFRA or for involvement in any proceeding under or relating to the FMLA/CFRA.

In general, the FMLA and CFRA entitle qualified employees to up to twelve (12) weeks of leave in a twelve (12) month period for the birth, adoption or placement for foster care of a child, to care for the newborn, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition. All employees covered by this agreement shall be entitled to use FMLA.

1. Definition. Family Medical Leave is unpaid time off which may be granted to an eligible employee for certain qualifying events.

2. Eligibility. Family Medical Leave shall apply to all employees who:

- a. Have been employed by OSI for at least twelve (12) months prior to the date on which the leave is to commence; and
- b. For at least one thousand two hundred and fifty (1,250) hours of service during the 12 month period immediately preceding the commencement of the leave; and
- c. Work at a location with 50 employees or more within a 75-mile radius of the Employer's next closest facility.
- d. Who meet all the requirements of the FMLA or the CFRA.

### 3. Conditions.

- a. The employee shall give notice to OSI of the need for Family Medical Leave as soon as they are aware of the need for such leave by completing the required forms.
- b. The requested leave will be counted against the employee's annual FMLA and/or CFRA entitlement.
- c. If an employee is requesting leave for more than ten (10) days due to their own serious health condition or a serious health condition of a family member or registered domestic partner they must provide medical certification. If an employee does not submit a medical certification, Family Medical Leave may not be granted. Under certain circumstances, recertification of the serious health condition may be required.
- d. The employee is required by OSI to substitute accrued Paid Time Off or other applicable paid leave in lieu of unpaid leave if the employee is eligible for the paid leave according to OSI's paid leave provisions. Such paid leave usage will be counted against the employee's Family Medical Leave duration entitlement.
- e. OSI will continue to make its regular contributions toward insurance premiums for up to twelve (12) weeks in order to maintain insurance benefits. The employee will be required to continue to pay their share of their regular insurance premium payments during Family Medical Leave. During periods of unpaid leave, these payments must be made by check or money order to OSI.

### **Article 17. Holidays**

OSI provides paid time off for recognized holidays for all full-time employees. Part-time employees are not eligible for paid holiday benefits. Moreover, all employees are ineligible for paid holiday benefits while they are on leave of absence.

The following are recognized paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

In order for an employee to receive Holiday pay, the employee must have worked his/her regularly scheduled work day immediately before and immediately after the scheduled Holiday, unless the employee has received prior approval for time off or provides sufficient documentation to evidence that the employee was unable to report to work due to illness. Exceptions will be made to comply with applicable laws.

## **Article 18. Bereavement Leave**

Bereavement leave is provided to full-time bargaining unit members who must make funeral arrangements, attend funerals, and take care of personal affairs normally associated with a death in their immediate family. Immediate family members include: spouse; registered domestic partner; child; step-child; parent; step-parent; grandparent; sibling; step-sibling; mother-in-law; father-in-law; brother in-law; or sister-in-law. Leave for non-immediate family members may be granted on an unpaid basis at the discretion of the member's manager.

For full-time bargaining unit members who have experienced a death in their immediate family, Employer will continue compensation and benefits for up to three (3) days if it is necessary for the member to be absent from work. Up to two (2) additional days of unpaid leave will be granted provided that it is operationally feasible and results in no additional cost to Employer.

Member must provide as much advance notice as possible to his/her direct supervisor. Under extenuating circumstances, members who are not eligible for paid bereavement leave or eligible members who wish to extend their paid bereavement leave beyond the permitted three (3) days may request to do so in advance from their supervisor. In the event that Employer approves such an advance request, the absence or extended absence will be paid from member's accrued Paid Time Off ("PTO"). If the employee does not accrue PTO or has used all his or her accrued PTO, the absence or extended absence will be without pay.

## **Article 19. Jury And Witness Duty Leave**

Jury and Witness Duty Leave is granted to employees who are summoned to jury duty or subpoenaed as witnesses.

Employees must notify their supervisor as soon as the summons is received and provide their supervisor with a copy of the summons. In addition, proof of service must be submitted to your immediate supervisor when your period of jury or witness duty is completed.

Any member requesting jury duty leave shall be given written notice that Employer will only provide a maximum of five (5) days of compensated leave.

### **1. Jury Duty Leave**

For full-time members, Employer will continue compensation and benefits during the active period of jury duty for up to a maximum of five (5) days per calendar year; however, the check received from the court as compensation for jury duty must be

submitted to Human Resources and that amount will be deducted from your Jury Duty pay. Members may retain any parking or other reimbursement fees received from the court. Employer will make no attempt to have member's service on a jury postponed except when business conditions necessitate such action. Part-time members will be granted unpaid leave.

## 2. Witness Leave

In the event that a member must serve as a witness within the course and scope of his or her employment with Employer, the member will be provided time off with pay. If a member is otherwise subpoenaed as a witness, s/he may take PTO time or will be given time off without pay in order to appear in court.

## **Article 20. Uniforms**

In order to present an image of professionalism, avoid disturbance to patients, ensure infection control standards, and to clearly identify employees responsible for patient care, Employer will issue uniformly colored lab coats or scrubs to all non-physician employees who work in immediate patient care areas. Lab coats and scrubs may be worn with optional white sleeves or a white undershirt. No buttons, patches, writing, insignia, or pictures of any kind may be added to OSI issued uniforms in direct patient care areas. Only badges that identify the employee's name and professional designation may be worn.

Upon hire, full-time employees expected to wear uniforms will be provided with three (3) sets; part-time employees will be provided with two (2) sets. Employees may purchase additional sets if they so choose and will be charged the actual cost of the uniform to the Employer. As uniforms become worn and/or damaged in the course of assigned duties, employees may turn them in to Employer and will be issued a new set within fourteen (14) days.

For employees with uniforms that require special care or professional laundering (such as ironing, dry cleaning or separate laundering because of heavy soiling or exposure to infection), Employer can either provide cleaning itself, or pay the employee a five dollar (\$5.00) weekly maintenance allowance. Employees with uniforms requiring minimal care, such as normal washing and tumble drying, will not be reimbursed or provided an allowance for cleaning. Employer shall determine if an employee's uniform requires special care or professional laundering.

Exceptions to this article will be made based on reasonable accommodations for disabilities and bona fide religious beliefs and practices, to the extent permitted by safety and sanitary requirements of the employee's position.

## **Article 21. Mileage**

Employees required to drive for work shall be reimbursed at the current IRS standard mileage rate. All reimbursement requests shall be submitted to OSI within 60 calendar days or may not be paid. Upon receipt, OSI shall pay all reimbursements within 30 calendar days.

## **Article 22. Personnel Records**

### **Section 1. Personnel Files**

The Employer will keep all personnel records and sensitive personal information confidential as protected by state and federal law. Personnel records will be maintained separately by Employer's Human Resources department. It is each Employee's responsibility to immediately advise Human Resources, in writing, of any change in status, telephone number, address or name. It is important that this information be accurate and timely; the only persons outside the Employee who have access to an individual's personnel file are those persons with a legitimate right to know. Only those Employees whose regular job duties include the administration of these records will have access to the records.

Employees may inspect records that they have a lawful right to see on off duty time and take notes on any material contained therein; employees may obtain copies of the items in their file within 30 days of a written request. Appointments may be arranged with Human Resources to view records. Materials maintained in an Employee's personnel file will not be disclosed to any third party except upon prior written authorization of the Employee, or in compliance with a lawfully served subpoena, or if a funder requires access to such file, or for OSI's legitimate operational need. Only information required by such subpoena or funder or operational need shall be released. All other information in the file shall not be released.

### **Section 2. Job Descriptions**

The Employer will maintain job descriptions for each classification covered under this Agreement. Upon request by an Employee to their Supervisor or to the Human Resources Department, copies of his/her job description will be made available within two (2) weeks of the Employee's submission of the request.

### **Section 3. Time-Off Accounts**

The Employer shall provide Employees with information on their payroll checks of their leave accrual balances.

#### Section 4. Pay Dates and Direct Deposit

Pay dates are every other Friday, according to schedule distributed by Human Resources. Employees shall have the option of their paychecks being directly deposited into the bank of their choice.

### Article 23. Tests and Immunizations

Recognizing that communicable disease control is one of the primary objectives of our facilities, it will be the policy of Employer for all employees to practice the following guidelines regarding vaccine preventable disease. All members who work in a clinic must provide proof of vaccination or immunity and/or be tested in the first two weeks of employment, unless they provide a valid medical or religious exemption. Cost of the below listed recommended tests and immunizations will be covered by Employer. Employees who fail to timely provide proof of vaccination or immunity and/or be tested will be suspended without pay until such time that they comply with this provision.

#### Section 1. TB Tests

Annual Tuberculin tests (PPDs) are required for all members who work in a clinic. Persons with a positive test result or persons found to be converters, will complete follow-up and recommendations per California State Health Division Handbooks. If a health care provider with a negative skin test is exposed to a person with active TB, s/he will receive a skin test three months following the exposure and if still negative, the skin test will be repeated at six months.

#### Section 2. Hepatitis B Vaccine.

It is strongly recommended for all health care providers who have exposure to blood, blood pathogens or other potentially infectious body fluids to receive a series of three Hepatitis B vaccines given over a six month period. Members who decide to decline this vaccination must complete a declination form which will be kept in their personnel file. These members may opt to take the vaccination at any time even after the initial declination.

#### Section 3. Flu Vaccinations.

All members working in a clinic must receive a yearly flu vaccine. An employee who does not get a flu vaccination prior to the beginning of flu season will be required to wear a protective mask when working in a clinic during the flu season.

#### Section 4. MMR.

All members working in a clinic who do not have documented proof of vaccination or a laboratory verification of immunity will be administered the Measles, Mumps or Rubella single antigen vaccine.

## **Article 24. Just Cause for Discipline.**

Employees shall only be disciplined or discharged for just cause. Discipline includes written warnings or reprimands placed in an employee's personnel file, suspensions, demotions, and terminations.

For any discipline resulting in a loss in pay, OSI shall provide the employee with a written notice stating the reason for the discipline, type of discipline being issued, the duration of the discipline (excluding termination), a copy of any evidence being used at arbitration, and the primary policy and/or contract provision that is alleged to be violated.

## **Article 25. Reduction in Workforce**

Section 1. A Reduction in Workforce ("RIF" or "Layoff") is defined as a separation from employment or reduction in hours scheduled for an employee caused by general business conditions, including, but not limited to, financial and operational needs, a decrease in funding, elimination of a grant, lack of work, or program reorganization.

Section 2. Determination of staff reduction shall be based on merit, qualifications, and ability to perform the remaining work. Merit, ability, and qualifications being equal, reduction shall be based on longevity with Employer.

Section 3. Employer will give employees at least five (5) days' notice of a layoff or reduction in force. If employer does not give at least five (5) days' notice, the Employer shall give the affected employee(s) five (5) days of pay and benefits after the date notice is provided.

Section 4. Employer will give employees thirty (30) days' notice of a program whose grant funding is ending and has not been renewed.

## **Article 26. No Strike / No Lockout**

Section 1. There shall be no strikes (including sympathy, unfair labor practice, or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, any acts honoring a picket line or any other acts that interfere with the Employer's operations or services during the term of this Agreement by the Union, its officer, agents and members, or by the employees. It is understood that the foregoing proscriptions are specifically intended to include, but are in no way limited to, the following:

- a. The honoring of a picket line, or any other concerted activity, of either a sister or affiliate local of the Union, of any other organized unit at the Employer or of any other group or individual; and
- b. The participation in or support or encouragement of any consumer boycott, advertising boycott, or information picketing of either a sister or



affiliate local of the Union; of any other organized unit at the Employer or of any other group or individual.

Section 2. The Union agrees that it will not authorize, ratify, or condone any strike or any other activity described in this Article. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Union, the Union and its officers, agents, and representatives will make every good faith effort to end such activity. Such good faith efforts must include the following:

- a. The Union will inform all employees who participate in the strike or other proscribed activity that it is their individual responsibility, and that the Employer may take disciplinary action against them.
- b. The Union will instruct all employees involved in the strike or other proscribed activity to immediately cease this violation of their Agreement and to return to work.

Section 3. Any or all employees participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Any disciplinary action taken hereunder with which the Union disagrees with the Employer's determination of the facts on which such action is based may be challenged through the grievance and arbitration procedure.

Section 4. Employer shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article.

Section 5. Employer agrees that it will not lock out employees during the term of this Agreement. Nor will the Employer unreasonably increase workloads in retaliation for Union activity ("speedup"). The closing down or curtailment of any operation for business reasons shall not be considered a lockout.

## **Article 27. Grievance and Arbitration Procedure**

### **Section 1 - Purpose**

The grievance procedure shall be applied in resolving disputes filed by the Union on behalf of employees covered by this agreement.

### **Section 2 - Definition**

A grievance is defined as an allegation by an employee or a group of employees that the employer has violated any part of this agreement, the employer's policies or procedures.

### **Section 3 - Stale Grievances**

A grievance shall be void unless filed in writing within 30 calendar days from the date upon which the employer is alleged to have violated this agreement, or within 30 calendar days from the time the employee(s) might reasonably have been expected to

have learned of the alleged violation. The 30 day limitation shall not apply to any disputes regarding unpaid wages or benefits, nor shall employees' recovery of sums owed by the employer be limited by this timeframe.

#### Section 4 - Grievance Steps

A grievance may be submitted by the union representing a single employee, group of employees or as the exclusive bargaining agent on behalf of all employees covered by this agreement. The grievant(s) shall have the right to have a union steward or union representative present at any meetings arising out of the grievance procedure. Both the grievant(s) and the steward, if any, shall be entitled to meet at all steps of the grievance on employer paid time. Time limits specified in this Article may be waived/modified by mutual written agreement between the union and employer.

##### Step 1 - Informal Supervisor Meeting

The employee(s) will attempt to resolve the grievance by discussion with his/her immediate supervisor regarding the events giving rise to the grievance occurred, either with or without his/her designated Union representative, as the employee(s) shall elect, in an attempt to settle the grievance. The supervisor shall render a decision in writing to grievant(s) within five (5) calendar days.

##### Step 2 - Formal Written Grievance

If dissatisfied with the immediate supervisor's disposition of the complaint, the grievant(s) shall give a written grievance to human resources within five (5) calendar days. Upon delivery of the grievance, human resources shall have 5 calendar days to appoint an employer representative to meet with the grievant(s). The employer representative shall have the authority to resolve the grievance. Upon appointment to a designee, the employer representative shall have 10 calendar days to both meet with the grievant(s) and render a decision in writing. If the grievance is not resolved to the satisfaction of the grievant(s), the grievant(s) shall have 10 calendar days to appeal to Step 3.

##### Step 3 - President/CEO Review

If the grievance is not resolved at Step 2 then the grievant(s) shall file the written grievance with the President/CEO. Upon delivery of the grievance, the President/CEO has 15 calendar days to both meet with the grievant(s) and render a written decision. If the grievance is not resolved to the satisfaction of the grievant(s), the union shall have 60 calendar days to appeal to Step 4.

##### Step 4 - Optional Mediation:

If the grievance is not resolved at Step 3 then the union and employer may mutually agree to mediation. If no agreement exists or if the grievance is not resolved at this level, the grievance shall automatically go to Step 5 - Arbitration.

##### Mediation

The union or employer may request the assistance of a mediator from the State Mediation and Conciliation Service to aid in resolution of the

grievance. In the event of such a request, the union and the employer agree to schedule the grievance mediation at the earliest date that the selected mediator is available.

All grievance mediation sessions, including any information disclosed during a session, shall be confidential. The content of the mediation session, including, but not limited to, any statements made by the union or employer, any settlement proposals, or any other concessions, shall not be admissible in an arbitration of this grievance or any other similar dispute.

In the course of grievance mediation, the mediator shall serve only to assist the parties to reach an agreement. In doing so, the mediator may provide the union and employer a private, informal and non-binding assessment of the procedural and substantive merits of the grievance, including an assessment of how the grievance may be decided by an arbitrator. Under no circumstances shall the mediator have authority to impose a settlement resolution.

If the union and employer reach a final settlement of the grievance during the mediation process, such agreement shall be reduced to writing and signed by the grievant, union and employer.

#### Step 5- Arbitration

If the grievance is not resolved at Step 4, the union may request binding arbitration, and the employer must accept the request and comply with the procedures set forth below.

##### (a) Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the employer and the union within 30 calendar days of request for arbitration. If the parties are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five qualified arbitrators. The employer and the union shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. The union and the employer agree to schedule the arbitration at the earliest date that the parties and arbitrator are available.

##### (b) Duty of Arbitrator

- i. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be

binding. The decision of the arbitrator shall be based solely on the reasonable interpretation of the appropriate provisions of the Memorandum of Agreement or of policies and procedures applicable to the grievance, and he/ she shall not add to, subtract from, modify or disregard any of the terms or provisions of the agreement or of the policies and procedures. The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the MOA, or to revise, modify or alter, in any respect, any provision contained in the agreement.

- ii. Jurisdiction of the arbitrator selected shall be limited to adjudication of the issues which, under the express terms of this Agreement or of policies and procedures, and subject to submission to arbitration; and
- iii. Interpretation of the specific terms of this Agreement or of policies and procedures which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement or policy and procedures by reference to any industry practice or custom or any so-called "common law of the shop"; and
- iv. The Arbitrator shall not have the power to add to or subtract from the terms or conditions of this Agreement or of policy and procedures; and
- v. The rendition of a decision or award shall not be retroactive to a date preceding the date of recognition of the Union, upon which the decision or award is based; and
- vi. If the Arbitrator finds that the employee was not discharged or disciplined for just cause, any award of back wages shall be limited to the amount of regular straight time wages the employee would otherwise have earned from his/her employment with the Employer, less any unemployment compensation and compensation for personal services that he/ she may have received or be entitled to from any source during such period or any compensation or assistance from any state or federal government agency; and
- vii. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
- viii. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective

parties in the presence of each other, any judicial notice taken by the arbitrator, and the arguments presented in the written briefs of the parties; and

- ix. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties.
- x. Any dispute which arises under the Agreement but which is based on events that occur after its termination is expressly excluded from the jurisdiction of the arbitrator.
- xi. No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties hereto otherwise agree in writing.
- xii. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered a decision and award in writing.
- xiii. The decision of the arbitrator within the limits herein described shall be final and binding upon the Employer, the Union, and the employees affected.

#### Section 6. Remedy

Grievance and arbitration under the provisions of this Article shall be the sole and exclusive remedies for any and all alleged violations of or disputes concerning interpretation or application of this Agreement and/ or policies and procedures. Arbitrators shall apply California law in rendering decisions based upon claims of harassment, discrimination, and retaliation.

#### Section 7. Limits

Only grievances which involve an alleged violation by the Employer of a specific section or provision in this Agreement or of policies and procedures and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Notwithstanding any other provision of this Agreement, no grievance shall be arbitral and no right of action shall accrue to the Union or any employee under this Agreement with respect to any matter involving decisions made by benefit administrators that are not within employer control.

#### Section 8. Court

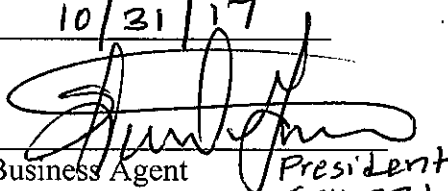
In addition to the grounds provided by law for vacating and/ or correcting an arbitration decision or award, upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/ or corrected upon any of the following grounds:

- (a) That the arbitrator exceeded his jurisdiction or authority under this Agreement and/ or under the Submission Agreement;
- (b) That the arbitrator's decision or award is not supported by substantial evidence; and
- (c) That the arbitrator's decision or award is based upon an error of law.

Section 9. Payment of Costs

Each party to a hearing before an arbitrator shall bear their own expenses. Arbitrator's fee and expenses shall be paid by the party that loses the arbitration. The Arbitrator shall render in their decision who is the prevailing or primarily prevailing party.

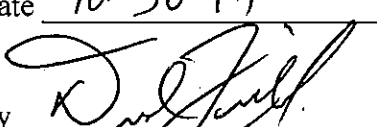
SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 221

Date 10/31/17  
By   
Business Agent President SEIU 221

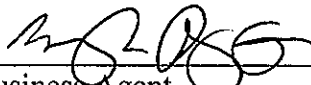
SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 221

Date \_\_\_\_\_  
By \_\_\_\_\_  
Business Agent

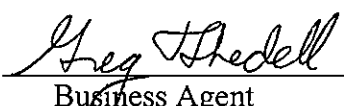
OPERATION SAMAHAN, INC.

Date 10-30-17  
By   
Chief Executive Officer

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 221

Date 11/2/17  
By   
Business Agent

SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 221

Date 10/31/17  
By   
Business Agent



**Addendum - Memorandum of Understanding regarding Employee Benefits**

**Memorandum of Understanding between**

**OPERATION SAMAHAN, INC.**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL # 221**

This Memorandum of Understanding ("MOU") is entered into by and between Operation Samahan, Inc., hereinafter referred to as the "Employer," and the Service Employees International Union, Local #221, hereinafter referred to as "SEIU" or "Union" (collectively the "Parties") and shall serve as an addendum to the initial Collective Bargaining Agreement ("CBA") effective between the Parties, which is currently being negotiated and has not yet been ratified. The language of this Memorandum of Understanding may be modified by a written agreement signed by both parties.

The Parties agree to following:

Beginning October 1, 2016, Employer shall provide benefits to SEIU members through Anthem Blue Cross as detailed in the attached Employee Benefits Summary prepared by Wells Fargo. The cost-share percentages applied for SEIU members' current CalChoice/AIG coverage will remain the same for Anthem Blue Cross coverage for the life of the initial CBA, which shall be a period of one year.

The Parties agree that this MOU shall in no way be construed as establishing past practice between the parties. All other terms and conditions of the CBA, once ratified, shall apply in full force and effect.

SEIU LOCAL #221

By *Michaelle B. Busayan*

Print Name Michaelle B. Busayan

Date 09/23/2016

SEIU LOCAL #221

By *Mylene G. Abuan*

Print Name MYLEEN G. ABUAN

Date 10/05/16

OPERATION SAMAHAN, INC.

By *Carl J. Walters II, CEO*

Print Name CARL J. WALTERS II.

Date September 26, 2016