



**NATIONAL UNION OF
HEALTHCARE WORKERS**

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Collective Bargaining Agreement

with

Cottonwood Post-Acute Rehab

December 1, 2023 – November 30, 2026

WEINGARTEN RIGHTS/STATEMENT

Additional Representation Rights:

The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the employer that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Union Organizer or Union Steward) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his or her presence.

Weingarten Rules/Statement:

"I request to have a Union representative present on my behalf during the meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusatory questions and any I believe may lead to discipline."

Rule 1: The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

1. Grant the request and delay questioning until Union representation arrives and has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately;
3. Give the employee a choice of having the interview without representation or ending the interview.

Rule 3: If the employer denies the request for Union representation and continues to ask questions, the employer commits an unfair labor practice and the employee has the right to refuse to answer. The employer may not discipline the employee for such refusal.

This page is for informational purposes only and is not part of the collective bargaining agreement.

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AGREEMENT

This Agreement is entered into as of December 1, 2023, by and between AWCS, LLC, (hereinafter referred to as the “Employer”, “Facility” or “Company”), and National Union of Healthcare Workers, (hereinafter referred to as the “Union”).

PREAMBLE

The parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operations of the Facility. This Agreement is for the purpose of establishing harmonious, respectful and constructive relationships between the parties that such results will be possible.

The Employer and the Union agree that employees and managers shall treat each other with dignity, respect, courtesy and trust. The Union recognizes the right of the Employer to manage the Facility and to direct the working forces. This includes the right to hire, transfer, promote, layoff, schedule and assign, discipline and discharge employees (for just cause) subject to the conditions herein set forth.

Each and every right of management, not specifically limited by a provision of this Agreement, shall remain exclusively vested in the sole discretion of management; however, management agrees not to violate any protections the Union may have under state or federal law.

The Union and the Employer agree with the objectives of achieving the highest level of employee performance and production consistent with the safety and good health of the patients. The parties hereto recognize that there are regulations set forth by the Federal Government and California Department of Public Health Services and both the Union and the Employer will use their best efforts to ensure compliance and to effectuate these objectives.

SECTION 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement, which covers all classifications as set forth in the attached Appendix “A,” as certified by the National Labor Relations Board covering the following classifications of employees: All Certified Nursing Assistants, Cooks, Dietary Aide, Housekeeping Assistants, Laundry Assistants, Licensed Vocational Nurses, and Maintenance.

Excluded from the bargaining unit are all other employees including registered nurses, confidential employees, professional employees, supervisory employees, and guards, as defined in the National Labor Relations Act.

The Employer recognizes the Union as the exclusive bargaining agent for employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours or work and working conditions.

SECTION 2 – MANAGEMENT RIGHTS

Except as expressly limited by the express terms of this Agreement, the Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and workforce, and to make any and all decisions affecting the business, whether or not such rights are expressly mentioned herein, and whether or not such rights have heretofore been exercised. Such rights include, but are not limited to, the following:

1. To determine and direct the policies, modes and methods relating to all Facility operations, including the right to subcontract out any or all of such operations;
2. To determine the services to be performed by the Facility, and the materials, processes and equipment to be used in providing such services;
3. To determine at all times the size and composition of the workforce including the number of hours and shifts required, the number and types of classifications needed, patient care ratios, the starting and ending times of all shifts, the allocations of duties between and within job classifications, and the number of employees to be hired and assigned to any particular classification, category or shift of operation;
4. To make all decisions relating to employee wages, hours and working conditions, including whether or not to hire, train, transfer, promote, demote, assign work, assign overtime, layoff, discipline or discharge such employees, as well as all decisions relating to assignments for evaluations of and scheduling of such employees;
5. To set all pay and benefit programs and plans for employees, and to modify such programs and plans as the Employer shall deem necessary;
6. To establish and modify all job qualifications, job descriptions and standards of performance for all positions and employees;
7. To establish, post, amend and enforce rules and regulations governing conduct and responsibilities of positions and employees;
8. To take such other action as the Employer may determine to be necessary to manage the Facility and direct its employees.

It is understood that all management rights covered by this Section, may be exercised by the Employer without interference by the Union except as specifically stated otherwise in the express terms of this Agreement.

The Employer shall have no duty to bargain over the decision to exercise, or the effects of such exercise, of the management rights encompassed above, and shall have the unilateral right to modify the terms and conditions of employment of its employees which are not the subject of express terms of this Agreement.

The Employer's failure to exercise any function or responsibility hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its responsibility to exercise such function or responsibility, nor preclude the Employer from exercising the same in some way not in conflict with this Agreement.

The Employer's Rules and Regulations as set forth in the Employee Handbook shall apply to all Union employees to the extent that such term, condition, policy or procedure is not inconsistent with this Agreement. It is understood that the contract provisions govern in the event of a conflict. If the Union believes that any such term, condition, policy or procedure is in conflict with this Agreement, it shall have the right to file a grievance either when the term, condition, policy or procedure is initially implemented, or alternatively, when any such term, condition, policy or procedure is applied to an employee resulting in discipline or termination. The employee can obtain the Rules and Regulations from the Employer. The Rules and Regulations are subject to change after meeting and conferring with the Union.

Employees shall work as directed by supervisory personnel. Under all circumstances, the Employer reserves the right to establish the number of employees and the work methods necessary to perform any activity.

SECTION 3 – UNION MEMBERSHIP

- A. All employees subject to this Agreement shall be required, as a condition of employment, to maintain their membership in the Union in good standing as defined below.
- B. Not later than the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and initiation fees uniformly required; or, pay to the Union a service fee amounting to the standard periodic dues of the Union for the duration of this Agreement.
- C. At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by this Agreement and quoting or paraphrasing the provisions of this Section of the Agreement.
- D. Not later than the tenth (10th) of the following month, the Employer shall supply the Union with the names, addresses and classifications of work of new employees and the names of employees terminated. The Employer and the Union shall maintain standard forms and routines for the handling and processing of such notices of employees to the Union.
- E. Not later than fifteen (15) calendar days following written notification to the Employer from the Union that an employee has failed to maintain membership in the Union in good standing, the Employer will terminate the employee. It is the Union's responsibility to notify such employee in writing with a copy to the Employer of his or her obligation under the provisions of this Section and of the intentions of the Union. Prior to termination, the employee shall be given the opportunity to cure such failure.

- F. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out or by reason of any action that shall be taken by the Employer in complying with the provisions of this Section.

SECTION 4 – VOLUNTARY WRITTEN ASSIGNMENT OF WAGES

During the term of the Agreement and subject to applicable state law, the Employer will honor written assignments of wages to the Union for payment of the Union initiation fees and dues, provided such assignments are submitted in a form agreed to by the Employer and the Union.

The Employer will promptly remit the monies deducted pursuant to such assignment with a written statement of the names of employees for whom deductions were made, including employee information as agreed, and provide a list of employees terminated listing date of termination.

Normally, the deduction of such assigned wages for current union membership fees will be made bimonthly from the payroll. However, the Union and the Employer may make other arrangements by mutual consent.

The Union will indemnify and hold harmless the Employer against any suit, claim, or demand of liability or obligation which may be made by any person or entity by reason of deduction of Union membership fees, including any action taken or not taken for the purpose of complying with any provision of this Section and including the cost of defending against any such claim, suit, demand of liability, or obligation. The Union will have no monetary claim against the Employer by reason of failure to perform under this Section.

SECTION 5 – DISCIPLINE AND DISCHARGE

A. JUST CAUSE

No employee who has successfully completed the probationary period will be disciplined or discharged without just cause consistent with the principles of progressive discipline, if appropriate. All cases of discipline or discharge, after successful completion of the probationary period, will be subject to the grievance and arbitration procedures of this Agreement.

Prior to initiating a formal investigatory meeting, formal counseling, or progressive disciplinary meeting with an employee, the Employer shall ask said employee if she/he would like Union representation.

Any employee who considers that he/she has been discharged without just cause, shall have the right of conference with the Administrator and with a Union Representative within five (5) days of the occurrence thereof, and shall have the right to appeal such action in accordance with the provisions of the grievance procedure, set forth below.

In considering to impose a suspension or other disciplinary action, prior warning notices in the employee's file shall be given consideration based upon the seriousness of the incident. The employee shall be given the opportunity to read, sign and attach a written explanation of the alleged incident(s) in any warning notice before it is placed in his/her file. A copy of the employee's written disciplinary action shall be provided to the Union upon request.

B. INSPECTION OF PERSONNEL FILE

Employees may inspect their personnel file and obtain copies of documents contained in the personnel file in accordance with California's Labor Code and the procedures described in the Employer's Employee Handbook. To review his/her personnel file, the employee must give reasonable, advance notice to his/her supervisor or the Administrator. An Employer representative may be present when the employee inspects his/her file. The employee may obtain copies of any signed documents and the employee may submit a rebuttal to any disputed item in the file.

C. EXPIRATION OF DISCIPLINE

In reviewing an employee's personnel file for the purposes of discipline, disciplinary entries (that did not involve falsification of documents, theft, disclosure of Protected Health Information, unlawful harassment, patient/elder abuse) older than 24 months from the date of the event giving rise to the discipline will not be considered. If an employee has a disciplinary record during the years before this 24-month period, the Union will not present evidence or argument to an arbitrator concerning the quality of the employee's length of service.

D. RULES OF CONDUCT AND WORK RULES

The Employer may draft such reasonable house rules as may be deemed necessary and these shall be conspicuously posted in the Facility. Such rules, when drafted, shall be forwarded to the Union. Employees are expected to comply with such rules and violations of the same can be grounds for discipline up to and including termination.

Unless inconsistent with this Agreement, employees are expected to comply with the Employer's Rules of Conduct and House Rules, Drug and Alcohol-Free Workplace Mandate, regulations regarding use of the Employer's Electronic Assets and all other rules, regulations, statutes and expectations imposed by the Employer. Employee discipline or terminations for violations of such rules, regulations, statutes and expectations of the Employer may be reviewed by an arbitrator pursuant to the procedures set forth in the Grievance and Arbitration procedure to determine if a violation has occurred. The Arbitrator will give due regard to the Employer's judgement concerning the appropriate level of disciplinary action.

E. COMPLIANCE PROGRAM

Employees and the Employer have a responsibility to abide by all state and federal regulations and to report any actual or potential violations in the manner prescribed by the Employer's Compliance Program and other policies.

F. DRUG AND ALCOHOL-FREE WORKPLACE

The Employer's facility is a drug and alcohol-free workplace. Any unlawful manufacture, distribution, dispensing, possession, sale, or use of illegal drugs on company time, premises or in company vehicles is a violation of the Employer's policy which may result in disciplinary action up to including immediate termination.

G. EMPLOYER'S ELECTRONIC ASSETS

Computers, computer files, the email system, and software furnished to employees are the property of the Employer. All internet usage is limited to job related activities. Personal use of the internet using company property is not permitted. Private information should not be stored on the Employer's electronic communication systems. All computers and electronic communications systems may be monitored and accessed by the Employer at any time.

SECTION 6 – PROBATIONARY PERIOD

A probationary period of ninety (90) calendar days from the date of first hiring shall be established for new employees. During this period the employee may be subject to discipline/dismissal for any reason without having recourse to the grievance and arbitration procedure herein provided. In the event an employee's employment exceeds the ninety (90) day period, such employee becomes a regular employee and his/her qualifying date, for the purpose of eligibility for pay raises or other benefits, becomes the original date of hire. The probationary period may be extended upon notice to the Union for a period not to exceed 45 days.

SECTION 7 – DEFINITION OF EMPLOYEES

A. ON CALL EMPLOYEE

On call employees are those who work on an intermittent basis normally less than twenty (20) hours per week. On call employees are not eligible for Company benefits.

B. REGULAR EMPLOYEE

1. A regular full-time employee is one who works thirty-two (32) hours per week.
2. A regular part-time employee is one who works a schedule of more than twenty (20) but less than thirty-two (32) hours per week. Part-time employees are not eligible for Company benefits unless expressly set forth herein.

NOTE: At such time as the Affordable Care Act imposes mandatory coverage for employees working thirty (30) hours or more per workweek, qualifying regular part-time employees shall be eligible for medical benefits consistent with the requirements under the Act.

SECTION 8 – UNION REPRESENTATIVES AND SHOP STEWARDS

A. UNION VISITATION

A single qualified representative of the Union (“NUHW Representative”) shall be allowed to visit the premises of the Employer after giving notice to the Administrator for the purpose of ascertaining whether this Agreement is being observed. The method and number of visitations shall be exercised reasonably.

B. NON-INTERFERENCE WITH WORK AND APPOINTMENTS WITH MANAGEMENT

The Union representative shall report to the Administrator, or his/her designee, when entering the Facility. Such representative shall not interfere with the normal conduct of work and he/she may only confer with a Union member, or members, during non-work time and only in break areas. In the event the Administrator or Department Head is needed, the Union will make an appointment in advance, which shall be scheduled within a reasonable period of time following such notice.

In the event the NUHW Representative interferes with on-duty employees’ performance of work during a Facility visit, the NUHW Representative will immediately comply with the Facility’s manager’s directive to cease such conduct. In the event the NUHW Representative persists in interfering with on-duty employees’ performance of work, the Employer may request that the NUHW Representative end the Facility visit and he or she shall immediately comply. Such request shall only be used by the Employer as a last resort to protect the interests of the patients. In the event a Facility visit ends at the request of the Facility manager, the NUHW Representative’s supervisor and a Facility manager’s supervisor shall communicate with each other within forty-eight (48)) hours of a Party’s request. Such supervisors will discuss the labor relations conflict and take action as necessary to foster agreement between the Parties that enables the NUHW Representative to resume Facility visits. The Union shall be free to appoint in writing an alternate NUHW Representative to serve while the NUHW representative involved in the alleged disruption of Facility operations is not permitted to visit the Facility. The NUHW representative shall be allowed to return to the Facility 48 hours after a request to leave is made even if no agreement or understanding is reached between the Employer and the Union.

C. NUMBER AND FUNCTION OF STEWARDS

The Union may be represented by not more than three (3) Shop Stewards. Stewards shall be selected in such a manner as the Union may determine, and the Employer shall be notified, in writing, as to the identity of said Stewards by the Union. The function of the Steward shall be to assist employees in settling problems arising in connection with the provisions of this Agreement as set forth in the grievance procedure. Stewards shall perform their function during their non-working hours, unless the Employer requires a Steward’s presence at a meeting during such Steward’s regular shift for the purpose of conducting union business of mutual interest. Nothing herein shall prohibit the Employer

from discharging or suspending an employee for cause when the Steward or Union representative is unavailable through no fault of the Employer.

D. NEW HIRE ORIENTATION:

A Shop Steward shall be allowed the opportunity to make a short presentation in an approximately fifteen (15) minute period during the initial days of orientation of new bargaining unit employees during the employees' breaks and lunch in order to distribute Union literature, introduce the Union, its function and responsibility at the Facility.

SECTION 9 – WAGES

A. APPENDIX A

Appendix A which sets forth the job classifications, minimum hourly rates of pay, effective dates and other provisions, is incorporated herein as if set forth in full.

B. NO REDUCTION IN PAY

No employee shall suffer a reduction in his/her current wage rate through the adoption of the wage schedule contained herein.

C. JOB DESCRIPTIONS

The Employer will maintain job descriptions for each classification listed in Appendix A. Upon request of an employee, copies of his/her job description will be made available.

D. SICK LEAVE, VACATION AND HOLIDAY ACCRUALS

Each employee shall have a right to know their accrual of sick leave, vacation, and holidays. Up to date information on the amount of accrued vacation days will be indicated on employee payroll checks. Information on accrued sick leave will be available upon employee request. Such information will be up to date through the last pay period. Such information shall be available within one business day of the request.

E. RIGHT TO ENHANCE RATES

The Union member starting rate(s) contained herein constitute minimum base hourly wage rate(s). The Employer retains its right to enhance Union member wages or wage structure, at any time, by providing written notice of such wage changes to the Union.

F. SHIFT DIFFERENTIALS

A shift differential per hour for nursing staff shall be paid to such employees who work between the hours of 3:00 p.m. and 6:00 a.m. when the employee works the majority of his/her shift between those hours pursuant to the following schedule:

Shift	Nursing Differential
PM	\$0.75
NOC	\$1.00

Shift differentials are only paid on hours worked. They are not applied to vacation pay or holiday pay.

SECTION 10 – HOURS OF WORK, OVERTIME, SCHEDULING, MEAL AND REST PERIODS

- A. This Section is intended to define the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- B. A straight-time day's work shall consist of not more than eight (8) hours, excluding the one-half (½) hour meal period. The straight-time workweek shall consist of not more than forty (40) hours.
- C. WORKDAY
The regular day (for the purposes of determining the payment of overtime) shall begin at 12:00 midnight and end twenty-four (24) hours later.
- D. WORKWEEK
The regular workweek will be a period of seven (7) consecutive twenty-four-hour periods. The regular workweek commences on Monday and ends on Sunday.
- E. BREAKS
Employees are entitled to one (1) fifteen (15) minute rest period without deduction in pay for every four (4) hours worked.
- F. MEAL PERIODS
Employees working in excess of five (5) hours in a workday are authorized and permitted to take a thirty (30) minute unpaid uninterrupted meal period. The meal period must begin not later than four (4) hours and fifty-nine (59) minutes into the shift. If six (6) hours complete the shift, the employees may, with the consent of the Employer, waive the meal period. Employees working in excess of ten (10) hours in a workday are authorized and permitted to take a second unpaid meal period unless waived in accordance with California law. This second meal, unless waived, must begin no later than nine (9) hours and fifty-nine (59) minutes into the shift.
- G. STRAIGHT TIME AND OVERTIME
Overtime shall be paid in accordance with state and federal law.

1. An employee shall receive pay at the rate of one- and one-half times his or her hourly rate for hours worked in excess of 8 in a workday or 40 hours in a workweek.
2. An employee shall receive pay at the rate of two times his or her hourly rate for hours worked in excess of 12 in a workday.
3. An employee shall receive pay at the rate of one- and one- half times his or her hourly rate for the first 8 hours worked on the 7th consecutive day of work in a workweek.
4. An employee shall receive pay at the rate of two times his or her hourly rate for all hours worked in excess of 8 on the 7th consecutive day of work in a work week.
5. However, a pm shift employee who is required to work more than 10 hours in a 24-hour period followed by a day off will be paid at the applicable overtime rate for hours worked in excess of 8 in that 24-hour period.
6. The Employer may schedule mandatory overtime to meet the needs of the operation after seeking volunteers.

H. NO PYRAMIDING OF OVERTIME

There shall be no pyramiding of overtime.

I. REPORTING PAY

Reporting pay shall be handled in accordance with state law.

J. POSTING AND CHANGING OF WORK SCHEDULES:

Employee schedules shall be posted at least fourteen (14) days prior to the first workday on the schedule. Changes to the posted schedule may be made by the Employer to meet the needs of the business, including the right to send employees home after the start of their shift and before their shifts. The Employer shall utilize its best efforts to timely notify employees of schedule changes. In no event will an employee be scheduled by the Employer for 6 consecutive days, unless by mutual agreement of the Employer and employee.

- K. The Employer will schedule employees for two (2) consecutive days off. If an employee works on his or her scheduled day off, it shall not impact any future scheduled days off based upon a worker's particular schedule.

L. ACCURATELY REPORTING WORK TIME:

Accurately reporting work time is the responsibility of every employee. Employees must record the time they begin and end work and the beginning and end of meal periods. Employees are not to clock in more than seven (7) minutes prior to the start of their shift unless requested by a supervisor. Once clocked in employees should commence work immediately. It is never acceptable for an employee to work off the clock or for a

supervisor to ask an employee to work off the clock. Any instance of off the clock work should be immediately reported to the Administrator or Direct Supervisor.

M. ADDITIONAL HOURS

It is the intent of the Employer to make every effort to replace absent employees. When a replacement cannot be found, the Employer will make every effort to distribute the workload equitably.

1. Procedure

- a. Four Or More Hours' Notice Of A Vacant Shift: When the Facility has four (4) or more hours of notice of an absence or a vacant shift, employees will be contacted to fill the vacancy in the following order:

On-Call Employees
Part-Time Employees
Full-Time Employee

The Employer will make its best effort to use the provision of seniority, within the above stated employment classifications (On-Call, Part-time, and Full-time), as it attempts to appropriately staff the Facility. The Facility retains the option to attempt to fill a vacant shift as soon as it is notified that the vacant shift exists. It is not obligated to wait until the day the vacant shift occurs before it attempts to fill that shift.

- b. Less Than Four Hours' Notice Of A Vacant Shift: When the Facility has less than four (4) hours of notice of an absence or a vacant shift, that shift (or those hours) may be first offered to current on-duty employees at the sole discretion of management. If no on-duty employees accept the extra shift, the Facility will attempt to fill that shift in accordance with the guidelines outlined below.

2. Procedure for Contacting Employees When Filling Vacant Shifts

- a. If the staffing person or designee calls and makes direct contact with an employee, that employee must immediately provide the staffing person with a "yes" or "no" answer.
- b. If the staffing person reaches an answering machine, or talks to a person other than the employee, the staffing person will communicate the staffing need and then is free to attempt to contact the next employee on the list to fill the vacancy. Any staff member previously contacted may attempt to reach the staffing person should they desire to accept the shift. If the shift is still available, they may accept the shift at that time.
- c. If the staffing person is unable to reach someone, he or she is able to move to the next employee on the list. If the staffing person receives a "busy signal" when

calling the employee, he/she may elect at their sole discretion to move to the next employee on the list or to wait a period of time and call again.

The Employer will make its best effort to follow procedures in this Section, but will not be held financially responsible for any employee(s) who claim they were available to work and would have worked had contact with the employee been made. In the event an employee who should have been offered a shift is missed, he or she will be given preference for the next available vacant shift)

N. RIGHTS OF MANAGEMENT TO CONTROL HOURS

The parties acknowledge the Employer's right to determine the total number of labor hours needed to run its operations. The Employer reserves the right to modify (upwardly or downwardly) the workweek or workday for some or all of its employees. The Employer shall consider the impact such changes may have on an employee or employees.

O. REDUCTION OF HOURS

In the event the Employer finds it necessary to reduce bargaining unit hours in a particular classification, staff will be reduced by shift as follows:

1. The Employer will first cancel registry, assuming there is no financial cost of doing so. In the event regular employees are sent home before registry, the Employer will use its best efforts to assign such employee an additional shift to make up for the lost hours.
2. Request volunteers to go home.
3. Per diem employees.
4. Thereafter, any reduction in hours shall be accomplished in reverse order of seniority (by rotation), without regard to whether an employee is full-time or part-time provided ability is equal and patient care would not be compromised.

The Employer also reserves the right to reduce scheduled hours or modify staffing patterns for some or all bargaining unit employees in a given classification in response to low daily census or other business conditions. Any inadvertent violations of this provision shall not result in economic compensation to any employee.

P. SCHEDULING FOR BARGAINING TEAM MEMBERS

Bargaining team members will not be compensated for bargaining time, though the Employer will make a good faith effort to assist in scheduling the bargaining unit members to make up for the time lost while at bargaining sessions.

SECTION 11 – PAYDAYS

A. PAYDAYS:

All wages shall be paid on the tenth (10th) and twenty-fifth (25th) of each month. If a payday falls on a Saturday, Sunday, or Monday Holiday then the wages shall be paid on the previous Friday. Paychecks for all employees shall be available as soon as possible, but no later than 2:00 p.m. on the appropriate payday.

B. PAYROLL ERRORS

If a payroll error occurs, proven to be caused by the Employer, the Employer will exercise its best efforts to issue an adjustment check the next day after notification is given to management of the payroll error.

C. PAYROLL CHECK RETURNED DUE TO INSUFFICIENT FUNDS

If a payroll check is returned due to insufficient funds, the Employer will pay to the employee all charges due for all returned checks.

SECTION 12 – VACATIONS

Vacations must be approved in writing and in advance by a supervisor. Employees are expected to take at least one week (five workdays) of vacation per year at a time mutually beneficial to the employee and the Company. Vacations in excess of two (2) weeks at any one time require advance approval by your supervisor. Employees may not receive pay in lieu of earned vacation time other than at the time of termination as the intent with this benefit is to encourage time away from work in order to relax and rejuvenate.

As a reminder, AWCS, LLC provides services for senior living communities on a 24-hour day and 365 days a year basis, which, of course, includes nights, weekends and holidays. Therefore, when accepting employment, it must be understood that all employees must be available for whatever shift they are assigned by their supervisors which may include nights, weekends and holidays. It must also be understood that special allowances may not be able to be made for vacations, trips or celebrations during these times since all employees have family or friends that they would like to be with on the holidays. While we make every effort to accommodate requests for leaves or time off, these decisions will be based on business necessity and a variety of other factors (including date of request submission, previous time off taken, current employment status, etc.) in order to ensure that all employees are treated fairly.

A. ELIGIBILITY AND SUBMISSION OF VACATION REQUESTS

All full-time employees are eligible to participate in the Facility vacation benefits after they have successfully completed their introductory period of employment. Once accrued, vacation time off may be requested in writing at least two weeks prior to the day you will be absent. Upon receipt of supervisor approval, the time off is granted and will be paid for from the employees' accruals. Employees will not be granted unpaid vacation time off if they have a balance of available vacation time accrued. Accrued vacation time

must be used until exhausted before unpaid vacation time will be granted. There will be no payment of vacation time off in excess of accruals.

Employees will accrue vacation time off as follows:

Length of Service (as established by the seniority provisions of this Agreement calculated between anniversary date to anniversary date)	Amount of Accrual Per Pay Period In Hours	Amount of Vacation Hours Accrued per Year	Maximum Accrual Cap In Hours
1 st -2 nd years	1.67 hours	40 Hours	64 Hours
3 rd -5 th years	3.30 hours	80 Hours	120 Hours
6 th -10 th years	5.00 hours	120 Hours	200 Hours
11 th year and thereafter	6.67 hours	160 Hours	240 Hours

1. Eligible employees start at 0 hours and begin accruing on their hire dates (or when they change status to Full-Time). Vacation time accrues each pay period until the annual benefit has been reached. Vacation time can only be taken and paid as it is accrued.
2. Vacation may not be accrued in excess of the applicable maximum accrual cap (detailed in the chart above). Once your unused and accrued vacation reaches the maximum cap, you will not become eligible to accrue any additional vacation time until prior vacation time has been used and your accrued balance falls below the maximum accrual cap.
3. The vacation accruals increase on employee's anniversary date.
4. Vacation time may be requested by employees when they are called off due to low census; otherwise call offs due to low census will be unpaid.
5. Employees that change their status from full-time to part-time or on call may request in writing to have their accrued vacation paid out.

To be eligible for vacation pay, an employee must work their last scheduled day before the vacation and their first scheduled day after the vacation, unless prior approval from their supervisor.

B. VACATION CHECKS AVAILABILITY

All vacation checks will be made available on the payday immediately preceding the vacation upon request of the employee, and said vacation payment may be by separate check so long as the request for vacation is made and approved at least 30 days in advance.

SECTION 13 – HOLIDAYS

A. The following policies shall be observed in determining eligibility for holiday pay:

1. Only full-time and part-time employees who have completed their introductory period are eligible for paid holiday time off from work.
2. Since the Company is operating 24-hour facilities, it is impossible to give every employee the day off on holidays. The Company reserves the right to require its employees to work on the holidays. However, the Company will make every effort to be fair and equitable in this effort.
3. To qualify for holiday pay, an employee must work the full scheduled workday before and the full scheduled workday after the holiday, unless otherwise agreed / approved with the Company.

4. Full-Time and Part-Time Hourly Employees

All full-time and part-time hourly employees receive a paid holiday for the following six (6) days:

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

If a full-time hourly employee works the holiday, he/she will be paid at his/her regular rate of pay for hours worked, in addition to holiday pay. If the full-time employee does not work on the holiday he/she will only receive holiday pay.

Part-time employees if they work one of the aforementioned holidays will receive four (4) hours of holiday pay. If they do not work the holiday, they are not eligible for any type of holiday pay.

B. RELIGIOUS OBSERVANCES

The Employer recognizes that members of various faiths desire to participate in the religious services held by their faith on widely observed religious holidays. Special requests for time off for religious holidays must be made to your supervisor in advance of the holiday(s). The Employer will make every effort to accommodate religious time off requests, however staffing and fair grants for time off for all employees must be

considered in these decisions. Time off may be without pay, or accrued vacation time may be used if the time off request is granted.

SECTION 14 – HEALTH, DENTAL AND VISION

A. ELIGIBILITY

Eligibility for health insurance shall be pursuant to the mandates of the Affordable Care Act.

B. INFORMATION

The Employer shall provide as complete information as possible regarding all available medical, dental and vision options. Such information shall be distributed to each new employee within the thirty (30) days following his or her date of hire. The Employer will provide this information up to 30 days in advance of any open enrollment period.

C. PLAN OPTIONS

The following health plans are available to eligible employees:

1. UnitedHealthcare HRA 3000 Advantage.
2. Kaiser HRA 3000
3. Kaiser HDHP HSA
4. UnitedHealthcare HMO 10 Advantage
5. Kaiser HMO 10

D. EMPLOYER CONTRIBUTIONS

For eligible employees, the Employer shall pay either: (i) ninety (90%) of the health insurance premium for employee only coverage for either the HRA or HSA Plan provided each such employee also contributes the remaining premium costs or (ii) seventy-five (75%) of the health insurance premium for employee only coverage for the Kaiser or UHC HMO offered by the Employer provided each such employee also contributes the remaining premium cost. However, for eligible employees who as of December 1, 2023 are enrolled in either the United Healthcare HMO or Kaiser HMO, the Employer shall contribute eighty-five (85%) of the health insurance premium for employee only coverage for the Kaiser or UHC HMO offered by the Employer provided each such employee also contributes the remaining premium cost. Employees shall have the option to pay for the cost of dependent coverage.

E. DENTAL PLAN

The Employer shall make available a dental plan to all employees at their own expense. Employees wishing to participate must obtain enrollment forms from the business office and submit them in a timely manner.

F. VISION PLAN

The Employer shall make available a vision plan to all employees at their own expense. Employees wishing to participate must obtain enrollment forms from the business office and submit them in a timely manner.

G. SPECIAL OPEN ENROLLMENT PERIOD

To the extent permitted by law, a special open enrollment period shall be mutually established by the parties for non-benefitted members who wish to change their status to benefitted.

H. DECLINING MEDICAL BENEFITS

Eligible employees who decline medical shall receive an additional one dollar and twenty-five cents per hour worked in lieu of such benefits. On the first of the month that is 13 months following the effective date of this Agreement, eligible employees who decline medical shall receive an additional one dollar and fifty cents per hour worked in lieu of such benefits. On the first of the month that is 26 months following the effective date of this Agreement, eligible employees who decline medical shall receive an additional one dollar and seventy-five cents per hour worked in lieu of such benefits.

I. CHANGES TO HEALTH, DENTAL AND VISION PLANS

The Employer does not anticipate a significant change in its benefit offerings. However, in the event of a significant plan change, the Employer will meet and confer with the Union over such changes. The Employer will use its best efforts to give the Union 75 days' notice of such anticipated plan change.

SECTION 15 – SICK LEAVE

A. PURPOSE

The Company provides paid sick leave to employees who have worked 30 or more days in California within a year of their employment with the Company. The sick leave year is based on the calendar year (January 1 to December 31). Employees may not use accrued paid sick leave in increments of less than two (2) hours.

B. ACCRUAL

Full-time eligible employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 48 hours or six (6) days of paid sick leave per year. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of 48 hours or six (6) days of paid sick leave per year. Unused sick leave will carry over to the next year, up to a maximum of twenty (20) days of accrued paid sick leave.

Part-time, On Call, and Temporary eligible employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 48 hours or six (6)

days of paid sick leave per year. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of 24 hours or three (3) days of paid sick leave per year. Unused sick leave will carry over to the next year, up to a maximum of 48 hours or six (6) days of accrued paid sick leave.

C. USAGE

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Sick leave may not be added to vacation or holiday time, or used for personal business. Sick leave may not be used when employees are called off due to low census.

Employees requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

D. SICK LEAVE CASH OUT

1. Measurement Period

There shall be two measurement periods:

January 1-June 30th

July 1-December 31

2. Cash Out For Perfect Attendance During Measurement Period

Each employee covered under the terms of this Agreement, who works all scheduled days in a Measurement Period, without exception, whether any absence is excused or not, shall be entitled to a repurchase or buyback of two (2) earned accumulated sick days for cash at the employee's then current hourly straight-time rate, exclusive of premiums. In the case of new employees (i.e., those hired during a Measurement Period), eligibility for sick leave cash out shall not occur until the next regularly scheduled measurement period.

E. DOCTOR'S CERTIFICATE

The Employer may require reasonable proof of medical disability sufficient to justify the employee's absence from work for the period claimed. A doctor's certificate may be required of an employee after three (3) days for any absence due to illness and their ability to return to regular duties.

F. INTEGRATION OF SICK LEAVE WITH WORKERS' COMPENSATION OR DISABILITY

Payment of sick leave shall not affect and shall be supplementary to Disability Payment or Workers' Compensation. An employee entitled to Disability or Workers' Compensation benefits shall receive, in addition thereto, such portion of his/her accumulated sick leave as will meet, but not exceed, the regular earnings of such employee.

SECTION 16 – BEREAVEMENT LEAVE

A. Employees who have completed thirty (30) days of service may take up to five (5) days of bereavement leave upon the death of a "family member" as defined below.

B. FOR FULL-TIME EMPLOYEES

The first three days of bereavement leave will be paid by the Employer. For the remaining two days, full-time employees may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee for the bereavement leave.

C. FOR NON FULL-TIME EMPLOYEES

The first two days of bereavement leave will be paid by the Employer. For the remaining three days, non full-time employees may use vacation, personal leave, accrued and available sick leave or compensatory time off that is otherwise available to the employee for bereavement leave.

D. FAMILY MEMBER

Family Members shall be defined to include: spouse, child, parent, sibling, grandparent, grandchild domestic partner, sibling-in-law, or parent-in-law (parent of a spouse or domestic partner) or a significant other as previously designated in writing.

E. The bereavement leave, up to five days must be completed within three months of the date of the death of the family member. The days of bereavement leave need not be consecutive.

F. NOTIFICATION

An employee's immediate supervisor must be notified of the need for bereavement leave.

G. DOCUMENTATION REQUIRED TO INVOKE THE LEAVE

If requested, the employee shall provide documentation of the death of the family member within 30 days of the first day of the leave. Acceptable documentation shall include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The Employer shall maintain confidentiality of an employee requesting a bereavement leave, and any documentation provided to support such a leave shall be maintained as confidential and not disclosed except to internal personnel or counsel, or if required by law.

H. An employee is not required to attend the funeral of an immediate family member to be eligible for the leave set forth above.

SECTION 17 – ANNUAL PHYSICAL EXAMS

A physical examination, required and scheduled by the Facility, to be taken by an employee, including any required pre-employment physical, shall be paid for by the Facility or performed by a physician or nurse practitioner under contract with the Facility. No employee shall suffer a loss of pay by reason of taking the scheduled examination. Payment by the Facility will be made for tests, which are required by the Facility and indicated on a form provided by the Facility. The Employer shall give a fourteen (14) day notice for the required annual physical examination and the employee shall take the required examination during that period and provide evidence of such to the Employer. If the employee fails to go during the period designated, the Employer may refuse to permit an employee to return to work. Nothing herein precludes an employee from using the services of a personal physician, provided the service performed is done at the employee's expense. If the employee is scheduled off on the day of the physical, they shall receive one (1) hour of pay at his or her regular hourly rate.

SECTION 18 – SENIORITY AND VACANCIES

A. DEFINITION

Seniority shall commence on an employee's most recent date of hire.

B. APPLICABILITY

Seniority (or length of service) will govern with respect to shift transfer, layoff, and recall.

C. PROMOTIONS

In the matter of promotions, merit and ability being equal, the principle of seniority shall govern. The Administrator shall evaluate the merit and ability of the candidates for promotion.

D. POSTING OF VACANCIES AND AWARDING OF JOBS

Job openings shall be posted for three (3) days. In the case of a regular full-time or regular part-time vacancy, regular employees shall be given preference in the following order by seniority, merit and ability being approximately equal, if they are available and qualified to perform the work and if they submit a written request to the Employer indicating a desire to be awarded such vacancy:

1. Regular full-time and regular part-time employees in the same department.
2. Regular full-time and regular part-time employees in a different department.

E. AWARDING VACANCIES TO ON CALL EMPLOYEES AND OUTSIDE APPLICANTS

In the event the Employer is unable to fill the vacancy with a regular employee, then the Employer will consider applications from on call employees and outside applicants, awarding the position first to on call applicants.

F. CONTINUITY OF SENIORITY

Regardless of prior ownership or management, seniority, as established for employees after acquisition of a Facility and based on their initial date of hire, will continue to be recognized by the Employer for all purposes, including benefit accrual and wages.

G. LOSS OF SENIORITY

Seniority shall be broken by discharge for cause, voluntary resignation, failure to return from a leave of absence of six (6) months or unemployment due to lay off for a six (6) month period.

SECTION 19 – BULLETIN BOARD

The Employer shall provide a space for a bulletin board to be used by the Union located in the employees' break room. The Union must maintain the bulletin board in a neat and orderly manner. All material posted on the bulletin board must exclusively be related to Union business, not defame or be derogatory of the Employer, its services or supervisors, or inflammatory or inconsistent with the spirit of mutual collaboration inherent in this Agreement.

The Union further agrees to comply with the Employer's lawful policies on distribution of literature.

SECTION 20 – LEAVES OF ABSENCE

A. PERSONAL LEAVE/NON-PROTECTED MEDICAL LEAVE

Personal leaves shall be granted at the discretion of the Employer.

B. MEDICAL LEAVE

The Employer will grant an employee a leave of absence for a medical condition verified by a physician in accordance, with State, Federal and Local laws. The maximum leave shall be one year unless a greater amount is required by law.

C. WORK RELATED MEDICAL LEAVES

The Employer will abide by State, Federal and Local laws regarding the granting of work-related medical leaves to employees. The Employer will maintain health insurance coverage to the extent required by State or Federal Law.

D. EXTENSIONS

Extensions of any leave beyond the period required by law, or Facility policies, are at the discretion of the Employer and shall be in thirty (30) day increments.

E. RETURN FROM LEAVE

Upon return from an authorized leave of absence, and employees will be returned to his/her former position or an equivalent position if required by law.

F. EMPLOYEE HANDBOOK GOVERNS

The leave of absence policies in the Employer's Employee Handbook shall govern employee leaves of absence to the extent not specifically addressed herein.

G. UNPAID UNION LEAVES

The Employer will use its best efforts to grant one employee at any given time up to one hundred and twenty (120) days for the purposes of working with NUHW. The employee may return to work at the end of his or her approved leave to the position and shift he or she held prior to the leave, assuming the position has not been eliminated. Such leave is unpaid.

SECTION 21 – JURY DUTY

Employees who are required to serve on a jury, subpoenaed to appear as a witness, or attend court as the victim of crime, will be granted time off in accordance with all applicable state law. Such time off will be unpaid. Employees may use accrued vacation pay if requested.

Victims of domestic violence or sexual assault may also request time off from work if needed to obtain protection for themselves, or their children, to obtain services from a domestic violence or

sexual assault program, to obtain treatment for physical or mental injury resulting from the domestic violence, sexual assault or stalking, or to participate in safety planning. Accrued vacation pay may be used for this purpose, or the time taken as unpaid. The Company may request evidence that the time off work was utilized for these purposes.

SECTION 22 – GRIEVANCE PROCEDURE

A. Any and all disputes concerning the interpretation, application or enforcement of this Agreement will be subject to the grievance and arbitration procedures of this Agreement.

1. Step 1. Informal Resolution Encouraged/Written Grievance

An aggrieved employee and/or the Union is encouraged to attempt informal resolution of disputes and grievances by raising the dispute with the Facility Administrator.

If informal resolution is not achieved, a formal grievance will be reduced to writing and presented to the Administrator within thirty (30) days of the event giving rise to the grievance. The written grievance will set forth a brief statement of the facts giving rise to the grievance, the date the grievance event occurred and the provisions of the Agreement allegedly violated.

2. Step 2. Administrator Meets with the Union

Within ten (10) days of receiving the written grievance, the Administrator will meet with the Union to resolve the grievance. Within then (10) days of the Step 2 meeting, the Administrator will issue a written response granting or denying the grievance. The Administrator's response will be mailed or emailed to the Union. Failure to issue a written response in the 10-day timeframe will be deemed a denial of the grievance.

3. Step 3. Review by the Director of Operations

If the grievance is not resolved at Step 2 the Union may, within ten (10) days of receiving the Administrator's response seek review by the Director of Operations or his/her designee. Thereafter, the Director of Operations or his/her designee will, within ten (10) days of receiving the Union's request for review, issue a written response granting or denying the grievance.

4. Step 4. Arbitration

If the grievance is not resolved at Step 3, the grievance may be deferred to arbitration by either party. The request for arbitration must be made within twenty (20) days of mailing or electronic transmission of the Step 3 response.

- a. Method of Selection of Arbitrator. A panel of seven (7) Arbitrators submitted by FMCS will be requested by the moving party within fifteen (15) days of the request for arbitration, with proof of such request to the other party by certified

mail or other verifiable means. The parties shall alternately strike names from such list until one (1) Arbitrator remains. The Arbitrator remaining shall be selected by the parties.

- b. Arbitrator's Decision. The Arbitrator's decision shall be issued within thirty (30) days of the submission of post hearing briefs, unless the parties mutually agree to allow additional time. The Arbitrator shall have no power to add to, subtract from or change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties or, in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.
- c. Expense of Arbitration. Each party shall bear the expense of its own witnesses. The fee of the Arbitrator, as well as other expenses connected with the formal hearing, shall be borne equally by the parties.

B. WAIVING OF TIME LIMITS BY WRITTEN AGREEMENT

Time limits may be waived only by an express written agreement (or confirmation by email) between the Employer and the Union. A waiver cannot be implied.

C. RESIDENT/FAMILY INVOLVEMENT AND RESIDENT ABUSE

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.

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. The parties agree that the Employer still has the burden of proof to establish just cause as interpreted by this Section.
4. 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.

5. The Employer has a zero-tolerance policy regarding abuse and employees are aware of this fact.
6. All employees of the Employer are mandated by law to report elder and dependent abuse.

7. Expedited Arbitration for Resident Abuse Related Cases

Any arbitration stemming from termination for suspected or actual resident abuse shall be conducted within ninety (90) days of the implementation of the adverse employment action. The party demanding arbitration shall request from the American Arbitration Association a list of labor arbitrators who have availability in the time period sixty (60) to ninety (90) days from implementation of the adverse employment action. The Employer and the Union must select an arbitrator from that list by alternately striking names until a single arbitrator is left. The parties must agree to arbitrate on the dates provided by the arbitrator.

8. In the event any licensing agency or regulatory agency finds that resident abuse occurred, the employee shall be subject to immediate termination without recourse to the grievance or arbitration provisions of this Agreement.

SECTION 23 – NO STRIKE OR NO LOCKOUT

There shall be no strike, slowdown, walkout, sit-down, picketing or other stoppage of work by Union employees and no lockout by the Employer during the term of this Agreement or any extension hereof. During the term of this Agreement or any extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott, or any other activities which interfere, directly or indirectly, with the Employer's operation at this facility.

SECTION 24 – SEPARABILITY

In the event that any provision(s) of this Agreement is/are declared by a Court of competent jurisdiction to be illegal or unenforceable, such provision(s) of this Agreement shall be null and void, but such nullification shall not affect any other provisions of this Agreement, all of which shall remain in full force and effect. In the event of such nullification, the parties agree to meet and attempt to negotiate substitute provisions for the provisions nullified, provided however, this process shall not result in a waiver of the No Strike or Lockout provision of this Agreement, nor shall the matter be subject to the Grievance and Arbitration provisions of this Agreement.

SECTION 25 – NO DISCRIMINATION

The Union and the Employer agree that neither the Union nor the Employer shall discriminate with respect to employment, to the extent prohibited by state and federal law, for reason of race, creed, color, sex, age, national origin or physical disability. The Employer shall not discriminate against any employee or applicant for employment because of membership in or legal activities on behalf of the Union.

SECTION 26 – SAFETY

A. BOTH THE EMPLOYER’S AND THE EMPLOYEE’S COMPLIANCE WITH THE LAW

The Employer will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer and with applicable federal and California laws, rules and regulations.

B. JOINT LABOR MANAGEMENT SAFETY COMMITTEE

The Employer will establish a Safety Committee comprised of both Union and non-Union personnel to review the appropriateness of safety rules.

C. WORKPLACE PREVENTION PROGRAM

The Employer will maintain a Workplace Injury and Illness Prevention Program.

D. REPORTING OF UNSAFE CONDITIONS

Employees are expected to report any unsafe conditions to the appropriate supervisor or to the Administrator. Employees will not be subject to retaliation for raising safety concerns in good faith.

E. REPORTING OF ACCIDENTS AND COOPERATION WITH INVESTIGATIONS

In the case of workplace accidents, employees must immediately report the accident to a supervisor. Employees are required to cooperate with investigations and inspections pertaining to accidents or health/safety conditions.

SECTION 27 – WORKLOAD

The Employer shall distribute the workload equitably. Alleged violations of this Section shall not be subject to the provisions of the grievance and arbitration procedure set forth in this Agreement. In the event of the absence of scheduled staff, the Employer will be sensitive to added workload issues. The Employer shall use its best efforts to maintain and utilize a list of employees willing to work in case of staffing issues.

A. STAFFING IN ACCORDANCE WITH QUALITY CARE AND APPLICABLE LAWS

The Employer and the Union agree that nursing care is of the utmost importance to the patient. The Facility, in its expertise, will staff the Facility so that workloads will be consistent with quality patient care. Such staffing is the sole responsibility of the Facility and will take into account applicable standards of the California Department of Public Health and other applicable state and federal laws. In staffing the Facility, the Employer takes into account the employees on scheduled vacations, employees on sick leave, employees on leave of absence and employees attending class.

B. LIST OF WORKERS AVAILABLE TO WORK IN SHORT STAFFING SITUATIONS

In addition, the Employer shall use its best efforts to maintain and utilize a current list of employees willing to work in case of “short staffing.” Call offs shall be replaced on the basis of seniority.

C. STAFFING COMMITTEE

A Staffing Committee shall be established.

1. Committee Composition

The Committee will be composed of up to four (4) representatives of the Union (one of which may be a Union field representative) and up to four (4) representatives of the Employer. The Union and the Employer may change their respective representatives on the committee from time to time.

2. Frequency of Meetings

The Committee will meet once every three (3) months, provided five (5) days’ notice is given by the moving party and the moving party submits a proposed agenda with the notice. The Committee meetings will be held at the Employer’s facility at a time and on a date mutually agreed upon by both parties. Additional meetings may be scheduled by mutual agreement. The meetings shall not be longer than 60 minutes.

3. Payment of the Committee

Employee representatives on the Committee will be compensated at straight time for attendance at Committee meetings. In order to receive compensation, an employee must be regularly scheduled at the time of the meeting.

4. Relevant Information

The Committee will be provided with relevant requested information related to the subject matter in this Section under discussion. When the relevance of requested information is questioned, the requesting party must make a reasonable argument for its relevance and the other party shall not unreasonably withhold the requested information. However, disputes about relevance that remain are subject to the grievance procedure, though the parties agree that the intent of this language is to avoid as much as possible resorting to the grievance procedure.

5. Topics for Discussion

The purpose of Committee meetings is to work toward collaboratively addressing concerns regarding staffing brought forth by either or both parties. Collective bargaining matters are not within the scope of the matters that may be considered by the Committee.

SECTION 28 – JOB DESCRIPTIONS/HOUSE RULES

The Facility shall provide to employees, upon request, a job description and a list of qualifications necessary for that particular job. This will apply to all positions in that facility.

The Employer will notify the Union in advance of any implementation or changes to house rules on request. The Employer will negotiate any such changes with the Union.

SECTION 29 – MAINTENANCE OF LICENSE/CERTIFICATION

A. LVN LICENSURE

The Employer will use its best efforts to schedule a regular full-time Licensed Vocational Nurse to attend classes required for maintaining licensure.

B. IN-SERVICES

Where feasible, in-service classes shall be available on all shifts. Employees will not be required to attend such classes on their days off.

SECTION 30 – SUBCONTRACTING

The Employer agrees to negotiate with the Union regarding subcontracting of any work presently being performed by bargaining unit employees only.

It is understood that occasional use of registry personnel to temporarily fill vacancies is excluded from this provision provided that the Employer makes every effort to fill vacancies with regular bargaining unit staff as per contract.

SECTION 31 – SUCCESSORSHIP

In the event the Facility is to be sold, assigned, leased or transferred, the Employer will notify the Union, in writing, at least ninety (90) calendar days prior to such actions. Such notice shall include the name and address of the prospective new owner(s), assignee, lessee, or transferee. The Employer will meet with representatives of the Union to bargain over the effects of the transaction on bargaining unit employees, not later than forty-five (45) calendar days prior to any transaction.

SECTION 32 – RETIREMENT

Bargaining unit employees shall be eligible to participate in the Employer's 401(k) plan participation in the plan is voluntary.

Employees may be eligible to participate in the plan after completing the service eligibility requirements set by the plan. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan. The Employer currently matches contributions pursuant to the following schedule:

The Employer will contribute twenty cents (\$0.20) for every one dollar (\$1.00) contributed by employees up to three percent (3%) of income. The Employer reserves the right to change, modify or eliminate the match in its discretion. Vesting of the Employer's discretionary contributions will be pursuant to the terms of the Plan.

The 401(k) savings plan allows employees to elect how much of their salary, within the limits of the plan, to defer and provides for self-directed investment of plan accounts, employee's elections can be made as a percentage per pay period.

The Employer may modify the plan administration but will maintain substantially the same benefits under the plan.

SECTION 33 – ISSUES OF CONCERN

The Union and the Employer, by mutual agreement, may decide to utilize various methods to address issues of concern to either party or both parties.

The Employer and the Union could convene on an ad hoc basis a Union/Management Committee as one of the potential methods available to the parties to address issues of concern. Such meetings would occur provided the parties have agreed in advance to an agenda and the composition of the Committee.

The Committee will not replace the right of the Employer to manage its facilities or the Union to file a grievance.

SECTION 34 – SAVINGS CLAUSE

If any provision of the Agreement or the application of any provision of such to any person or circumstance be ruled contrary to law by the Federal or State Court or duly authorized agency, the remainder of this Agreement shall not be affected thereby.

SECTION 35 –TERM OF AGREEMENT

This Agreement shall be effective December 1, 2023 and shall remain in effect through November 30, 2026, and shall be automatically renewed from year to year thereafter, provided, however, that either party may serve written notice on the other at least ninety (90) days prior to November 30, 2026 of its desire terminate or amend any provisions hereto.

COTTONWOOD POST ACUTE-REHAB

Colton Rawe
Regional Director of Operations
Aspen Healthcare

Date: _____

NATIONAL UNION OF HEALTHCARE WORKERS

Sophia Mendoza
President
NUHW

Date: _____

Joaquin Recinos
Coordinator, NUHW

Date: _____

NUHW BARGAINING COMMITTEE

Sufi Abebe
CNA

Muhammed Adeel
CNA

Mariella Cardenas
CNA

Aggie Gonzalez
CNA

Parvinder Kaur
CNA

APPENDIX A – WAGE RATES AND RELATED PROVISIONS

Effective December 1, 2023

LVNs, CNAs and RNAs with at least 120 days of service:

CNAs and RNAs hired on or after October 5, 2022 who have an hourly rate of pay greater than \$20.50 shall not receive any increase.

CNAs and RNAs with less than 5 years of service who have an hourly rate of pay greater than \$25.00/hr shall not receive any increase.

LVNs hired on or after October 5, 2022 who have an hourly rate of pay greater than \$31.00 shall not receive any increase.

However, all other LVNs, CNAs and RNAs with at least 120 days of service shall receive ½ of the dollar amount required to place him or her at the appropriate rate associated with his or her position and years of service or receive an increase of 3.00%, whichever is greater:

LVNs:

\$31.00/hr-Start

\$33.00/hr-At least 1 but less than 5 years of service

\$35.00/hr-At least 5 years of service

CNAs:

Years of Service	Minimum Hourly Rate
Start	\$20.50
1-2 years	\$21.25
3-4 years	\$22.00
5-9 years	\$23.25
10 or more years	\$24.00

RNA – Shall receive a differential of twenty-five cents (\$0.25) per hour for all hours worked as an RNA.

Across the Board Wage Increases

Effective December 1, 2023:

Non-Nursing Employees:

All non-nursing employees with greater than one hundred and twenty (120) days of service shall receive an increase of \$1.00/hr less any increases received by an employee from December 1, 2022 up until the first of the month following November 30, 2023. However, in no event shall a non-nursing employee earn less than \$17.00/hr.

Elimination of Scales:

The scales above for LVNs and CNAs shall cease to exist after the adjustment of wages which occurs on December 1, 2023. There shall be no step/scale adjustments during the life of this Agreement.

Effective December 1, 2024:

- (a) All CNAs and RNAs and LVNs who received $\frac{1}{2}$ of the amount required to place him or her at the rate associated with his or her position and years of service on December 1, 2023, shall receive the same dollar amount increase on December 1, 2024.
- (b) All other employees with the exception of those noted in (a) above with greater than one hundred and twenty (120) days of service shall receive an increase of 3.00%.

Effective December 1, 2025:

All employees with greater than one hundred and twenty (120) days of service shall receive an increase of 3.00%.

THE SEVEN POINTS OF JUST CAUSE FOR DISCIPLINE

If the answer to these seven questions is **YES**, Management has a just cause for discipline:

1. **Fair Notice** – Did Management make the worker aware of the rule or policy which they are being accused of violating?
2. **Prior Enforcement** – Has Management recently enforced the rule or policy or penalized other workers for violating the same rule or policy?
3. **Due Process** – Did Management conduct an interview or hearing before issuing the discipline, take action promptly and list charges precisely?
4. **Substantial Proof** – Was Management's decision to accord discipline based on credible and substantial evidence?
5. **Equal Treatment** – Is the punishment Management is proposing consistent with the punishment other workers received for the same or substantially similar offense?
6. **Progressive Discipline** – During the disciplinary process, did Management issue at least one level of discipline that allowed the employee an opportunity to improve?
7. **Mitigating and Extenuating Circumstances** – Was the discipline proportional to the gravity of the offense, taking into account any mitigating, extenuating or aggravating circumstances?

This page is for informational purposes only and is not part of the collective bargaining agreement.