

**COLLECTIVE  
BARGAINING AGREEMENT**

**By And Between**

**SODEXO, HEALTH CARE,  
EVS AND FANS DEPARTMENTS**

**And**

**UNITED HEALTH CARE EMPLOYEES  
NUHHCE, AFSCME, AFL-CIO**

**At**

**SHARP MEMORIAL HOSPITAL AND MARY BIRCH  
HOSPITAL FOR WOMEN  
SAN DIEGO, CALIFORNIA**

**Effective: September 1, 2013 to August 31, 2016**

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## **AGREEMENT**

This Agreement is entered into September 1, 2013, by and between **Sodexo, Health Care** (hereinafter referred to as the “Employer”), and the **United Health Care Employees, NUHHCE, AFSCME, AFL-CIO** (hereinafter referred to as the “Union”).

## **PURPOSE**

It is the intent and purpose of this agreement to promote the interests of the Employer, to establish wages, benefits, grievance resolution, and conditions of employment, and to promote harmonious relations between the employees and the Employer.

## **ARTICLE I - RECOGNITION**

- Section 1. (A) The Employer recognizes the United Health Care Employees as the sole and exclusive collective bargaining representative for the bargaining unit comprised of all full-time and part-time Environmental Service and Food and Nutritional Service employees included in the following classifications: Housekeeping Attendant I, Housekeeping Attendant II, Floor Tech, Linen Attendant, Unit Clerical I (Diet Clerk), Food Service Worker I, Food Service Worker II (Patient Services Attendant), Food Service Worker III (Caterer), Cook I, Cook II, Cashier II, Host/Hostess, Stock Worker I, and Relief Leads employed by the Employer at Sharp Memorial Hospital at 7901 Frost Street and Sharp Mary Birch Hospital for Woman at 3003 Health Center Drive, San Diego, CA. 92123.
- (B) Excluded from the aforesaid bargain unit are: administrative assistants/secretaries, dietary technicians and all other professional employees, chefs, guards, supervisor 1/ lead employees and supervisors as defined in the National Labor Relations Act.
- Section 2. If a new job classification is to be established or an existing classification substantially changed, the Employer shall provide the Union with thirty (30) days notice and meet (at a mutually agreed upon time) and negotiate with the Union over the pay rate of the new or changed classification.
- Section 3. In the event the Employer sells, conveys, assigns or transfers its operation to another Employer, acquires or merges with another Employer, the current Agreement shall continue in full force and effect.
- Section 4. A full-time employee is defined as an employee who works thirty (30) hours or more per week on a regular, non-temporary basis. A part-time employee is defined as an employee who works less than thirty (30) hours per week on a regular, non-temporary basis.

## **ARTICLE II- UNION SECURITY AND CHECK-OFF**

- Section 1. Except as otherwise provided in this section, Union membership is voluntary and not a condition of employment. However, all employees who are members of the Union in good standing on the effective date of this Agreement, and those employees who later voluntarily become members of the Union, shall as a condition of employment remain a member of the Union in good standing during the term of this Agreement. As used in this section, a member in good standing shall mean the tendering to the Union of the equivalent of dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.
- Section 2. The Employer agrees to deduct monthly dues for those employees who voluntarily elect to sign a union authorization card. The Employer's only obligation is to transmit dues for those employees who have signed union authorization cards. Membership in the union and dues payments is not a condition of employment. An employee may withdraw the check off authorization by written notice to the Employer.
- Section 3. **Indemnification:** The Union shall indemnify and hold the Employer harmless against any cost or liability resulting from any kind of claims, demands, suits or other action arising from the operation of any provision of this Article. The indemnification includes the cost of defending against any such action or claims. The Union shall have no monetary claim against the Employer by reason of its failure to transmit dues under this Article.
- Section 4. The Employer agrees to furnish the Union each month with the names of newly hired employees, their address, social security number, classification, date of hire, the names of terminated employees in the bargaining unit, their date of termination; and the names of all bargaining unit employees on Leaves of Absence.
- Section 5. Each month the Employer shall remit to the Union all deductions for dues made from the wages of employees for the preceding month, together with a list of all employees from whom dues have been deducted.

## **ARTICLE III – UNION REPRESENTATION**

- Section 1. The Employer agrees that the Representatives of the Union will be granted access to the workplace in order to visit employees represented by the Union on their non-work time and in non-patient care areas of the facility, provided such visits are not disruptive of facility operations. The Representative will give twenty- four (24) hour advance notice of his/her intent to visit, to the General Manager or his/her designee. The Union Representative will conduct any such visit as expeditiously as possible. Union Representatives will follow the Sharp visitation and security procedures.

- Section 2. The Employer agrees to recognize no more than ten (10) employees to act as Stewards. The function of the Steward will be to report to the Representative of the Union grievances or alleged infractions of the Agreement, to present grievances to his/her manager, to investigate grievances so that they may be properly presented, and to be present at disciplinary meetings. The Union shall notify the Employer on at least a yearly basis of the names of the employees selected to serve as Stewards.
- Section 3. Upon request, a Steward will normally be given permission by his/her Supervisor to leave his/her work station for a reasonable period of time without loss of pay provided that:
1. Patient Care is not jeopardized.
  2. Safety is not jeopardized.
  3. Service commitments can continue to be met.
  4. Reasonable attempts have been made to address the situation during a break period.
  5. Assigned daily duties can be completed in the allotted time.
  6. Meetings related to union business shall be held in designated areas of the facility (facility conference rooms, departmental offices as available). In the event that these facilities are not available, management agrees to make a room available.

#### **ARTICLE IV – MUTUAL RESPECT AND RESPONSIBILITY**

- Section 1. The Employer, the Union, and the Employees agree that all dealings between the parties shall be conducted with the utmost of mutual respect and responsibility.
- Section 2. The Employer will use its best effort to hold in private any discussion of discipline of an Employee or of deficiencies in the Employee's performance.
- Section 3. The Employees agree to perform their duties, timely and in an appropriate and professional style and form.
- Section 4. If a discussion with an Employee is to be considered to be a disciplinary discussion, the Employee will be told in advance so said Employee can be afforded Union representation if s/he so desires.

## **ARTICLE V - BULLETIN BOARDS**

The Employer will provide and install a bulletin board for the exclusive use of the Union in the Environmental Services and Food and Nutrition Services Departments. The Employer agrees to install the bulletin board in an area where notices to employees are customarily posted. Notices being posted on said bulletin boards will be limited notices of Union elections and results, meetings, recreational and social affairs, education and job opportunities. A Union Representative will sign such notices. Such notices shall not be of a defamatory, adversarial, or otherwise negative nature that may pose a potential detriment to the Employer or the relationship existing between the Employer and the employees.

## **ARTICLE VI - NON-DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, religion, creed, national origin, union affiliation, handicap, sexual orientation and/or preference, age or veteran status.

## **ARTICLE VII - NO STRIKE / NO LOCKOUT**

- Section 1. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, or slow downs of the Employer's operations during the term of this agreement or any subsequent extension. The Union further agrees that the employer shall have the unabridged right to discipline any employee violating this article, up to and including discharge.
- Section 2. The Employer agrees that it will not lockout employees covered by and during this agreement or any of its subsequent extensions.

## **ARTICLE VIII - HOURS OF WORK**

- Section 1. The workweek is defined as a seven-day period commencing 12:01 am Friday and ending at 12:00 am Thursday. The workday is defined as the twenty-four (24) hour period commencing at 12:01 am. Nothing in this article shall be construed as a guarantee of hours.
- Section 2. Without limiting the rights granted to it in Article XXVII, Management Rights and Responsibilities, the employer will make a good faith effort to afford employees a regular schedule. The employer in developing and implementing schedules will take into account the needs of the business and the needs of the employee. In devising its schedules, the employer will consider and utilize, where appropriate, schedules that employ one or more of the following design

features: Monday through Friday scheduling; consecutive days off scheduling; Every other weekend off scheduling.

- Section 3. Those employees regularly scheduled to work on weekends may request an occasional weekend off; that request will not be unreasonably denied.
- Section 4. The employer will use its best efforts to post two (2) week schedules one (1) week in advance. Schedules will be posted on Fridays.
- Section 5. The Employer will notify, in person or by phone, an employee of any change to his/her start time, finish time, or days off twenty four (24) hours before such change occurs, or as soon as the Employer becomes aware that a change is necessary.
- Section 6. An employee who reports to work at his/her scheduled time, and who has not been directed not to report at least two (2) hours prior to beginning of the scheduled shift, will be given the opportunity to work or be paid for ½ their scheduled shift but not less than two (2) hours.
- Section 7. Employees shall be entitled to a rest period of fifteen (15) minutes for each four (4) consecutive hours of work. Employees working shifts of six (6) consecutive hours or more shall be entitled to an unpaid meal period of thirty (30) minutes. If an employee's supervisor or manager requests that he or she return to work and the meal period/break has not been completed, that employee's meal period or rest period will be rescheduled. The Employer agrees to follow California laws relative to breaks and lunch periods.
- Section 8. Employees shall be paid one and one-half (1 ½) times their regular pay, including shift differential, if applicable, for time worked in excess of eight (8) hours a day, or in excess of forty (40) hours in one workweek. Employees shall be paid two (2) times their regular pay, including shift differential, if applicable, for time worked in excess of twelve (12) hours in a day.
- Section 9. Overtime will be offered on a voluntary basis to qualified employees by job title. A voluntary overtime sign-up sheet shall be posted quarterly. Overtime shall be offered on a rotational basis based upon the list. If no employee volunteers for overtime, the employer shall assign the overtime in reverse order of seniority. Payment of overtime shall not be pyramided.
- Section 10. The Employer will make a good faith effort to schedule Part-Time hours equitably amongst Part-Time Employees.
- Section 11. Part-Time Employees who work an average of thirty (30) hours or more per week over a fifty-two (52) week period shall be considered Full-Time and benefits-eligible.

## **ARTICLE IX - NEW HIRE ORIENTATION**

- Section 1. As part of new hire orientation, Employees shall receive a copy of the Collective Bargaining Agreement and package from the Union approved by the Employer, describing the Union and informing all new hired employees who their Union Stewards are in their departments.
- Section 2. A list of all newly hired employees covered by this Collective Bargaining Agreement will be sent to the Union on a monthly basis.

## **ARTICLE X - PROBATIONARY PERIOD**

- Section 1. New hires entering the bargaining unit shall be considered probationary during the first ninety (90) calendar days of employment. During the probationary period an Employee shall have no recourse and no entitlement under any provision of the Collective Bargaining Agreement save wages.
- Section 2. Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the grievance procedure.

## **ARTICLE XI - SENIORITY AND LAYOFFS**

- Section 1. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed by the Employer in a bargaining unit position. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- Section 2. An Employee's seniority shall commence after the completion of their probationary period, and shall be retroactive to their initial date of hire.
- Section 3. Seniority shall accrue, but benefits shall be prorated, during periods of authorized Leaves of Absence for a period not to exceed three (3) months, and during a period of layoff not to exceed twelve (12) months.
- Section 4. An Employee's seniority shall be lost when s/he terminates voluntarily; is discharged for cause; fails to return following the end of an official leave of absence; is laid off for a period of twelve (12) months or a period exceeding the length of the Employee's continuous service whichever is less; or fails to return to work from layoff within five (5) days after being recalled by the Employer.
- Section 5. In the event of a layoff, Probationary Employees will be laid off first. Non-Probationary employees shall follow in inverse order of their classification



seniority. In the event that a Non-Probationary Employee is scheduled to be laid off from one job title and there is a vacancy in another job title in the same or lower wage grade, and for which the Employee has the credentials and the ability to satisfactorily perform the job, then that Employee shall be offered that vacant position. In the event that a Part-Time Employee has more seniority than a Full-Time Employee who is scheduled to be laid off, the Part-Time Employee must accept the Full-Time hours to continue to work.

Section 6. Recall shall be accomplished in inverse order of the layoff. A part-time employee on layoff shall have recall rights to a full-time position only if they are willing to work those full-time hours.

## **ARTICLE XII - JOB POSTINGS**

Section 1. The Employer will post for seven (7) successive days any vacancy to be filled by the Employer. Any Employee covered by this agreement who is interested in bidding for the position may do so in writing to the Department Manager. When more than one (1) candidate exhibits equal qualifications for the open position, the most senior Employee shall be awarded the position. Employees who have received a corrective action with a written warning or greater within the previous twelve (12) month period or have filled a posting within the previous six (6) months are not considered qualified for purposes of this article.

Section 2. An Employee who has bid on and has been awarded a position shall be given thirty (30) days to demonstrate their proficiency in the new position. If the Employee is unable to perform the duties satisfactorily, and/or chooses not to stay in the position they shall be returned to their former position or a comparable position in their former wage grade provided the former position is still available.

Section 3. The Employer will provide the job description of a vacant classification to any employee requesting such information. The job description for a classification shall include, but is not limited to statements regarding the functions and qualifications for each classification.

## **ARTICLE XIII – MEDICAL AND DENTAL**

Effective the first of the month following the 90<sup>th</sup> calendar day of employment, all regular, full-time employees shall be eligible to participate in the health, dental, and life/disability insurance programs provided by the Employer as set forth in those plans. The Employer shall make available the health, dental, and life/disability insurance programs generally made available to regular full-time hourly employees in the state and the division where the unit is located (“Standard Benefits Plans”).

Section 1. **Health and Dental.** The Employer agrees to offer the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each employee

who elects to participate in a Health or Dental Plan the cost of the premiums for the plans in which the employee elects to participate, as follows:

The Employer shall subsidize weekly premium amounts as follows:

Plan	Employee Only	Employee Plus One	Family
PPO Definity Health	75%	70%	70%
HMO Kaiser	75%	66%	64%

Upon Ratification of this Agreement, and Subject to administrative requirements, the Employer shall adjust automatically the amount of the premium share for employees currently enrolled in one of the Health Plans under the Standard Benefits Plans. The Employer shall also treat all participating and eligible employees as newly eligible employees and, in accordance with the Employer’s then standard practice, distribute to all participating and eligible employees written information regarding Health Plan options and premium shares. Such employees shall have a period of time as defined in the plan (currently 45 days) in which to enroll or change enrollment in coverage under the Health Plans. The Employer shall deduct the employee’s share of the premium for each paycheck on a pre-tax basis. Notwithstanding any of the above, if any “buy-up options” to reduce deductibles, coinsurance, or other out-of-pocket amounts are offered for the plan in which the employee has elected to participate, and the employee elects such options, the company will maintain current practice based on plan design.

## **ARTICLE XIV- VACATION**

Section 1. Full-Time Employees accrue vacation time throughout the year per the accrual table below and is available on or after their employment anniversary date when it becomes vested. Part-Time Employees are not eligible to accrue vacation time.

### **Vacation Accrual Chart**

A Continuous employment means any period of time during which the employee does not lose seniority under the seniority section of this Agreement.

Employment	Accrual Rate Per Hour	Annual Maximum Accrual	Accrual Cap
Date of hire to 5 years	0.03850/hour	80 hours (10 days)	240 hours (30 days)
6 years to 15 years	0.05770/hour	120 hours (15 days)	240 hours (30 days)
16 years or more	0.07700/hour	160 hours (20 days)	240 hours (30 days)

- Section 2. The annual posting period for vacation requests shall be the month of February for vacations from March 1 through the following February. Management will review vacation requests and approve or deny such requests within two weeks following the end of the vacation-posting period. Management shall respond in writing to all vacation requests made during the annual posting period. Vacation requests submitted during this period will be approved, based on seniority. The Employer will post vacation schedules by March 31.
- Section 3. Vacation requests submitted after the posting period will be reviewed within two (2) weeks. Vacation requests must be made at least two (2) weeks prior to the first day of the requested time off. Management shall respond in writing within seven (7) calendar days of such request. A copy of the time off request shall be given to Employees at the time such request has been responded to by Management. If in the event multiple employees submit requests on the same calendar day, seniority will prevail in vacation approval. Employees may request vacation of any unused vacation that has accumulated.
- Section 4. Effective January 2014, unused vacation hours may be carried over from year to year up to a maximum 240 hours. Employees are required to use vacation hours each year to maintain a maximum bank of 240 hours. Employees need to manage their vacation hours to remain below the maximum 240 hours by calendar year end. Employees with a balance above 240 hours at any time within the calendar year will be scheduled off by Management in order to meet business needs. In the event Management is unable to schedule the Employees off, any remaining balance of vacation for the given year will be paid to the Employee as soon as administratively possible in the month of January the following year.
- Section 5. Once a month the Employer shall provide each Employee with an accurate summary of vacation hours accrued year-to-date.
- Section 6. Shift differentials are not paid during the period of time an Employee utilizes vacation leave.

## **ARTICLE XV - SICK LEAVE**

- Section 1. **Sick Leave.** Full-Time Employees are entitled to be paid time off through their Sick Leave when absent on scheduled workdays because of personal illness or injury. Part-Time Employees are not eligible to accrue sick time.
- Section 2. **Accrual.** Employees begin accruing Sick Leave upon hire, with sick leave hours available after six (6) months of employment. Sick Leave can be accrued up to a maximum accrual of three hundred twenty (320) hours. Employees will be paid for all current sick leave in excess of three hundred and twenty hours (320).

**Sick Leave Accrual Chart**

Employment	Accrual Rate Per Hour	Annual Maximum Accrual	Accrual Cap
Date of hire to 10 years	0.0231/hour	48 hours (6 days)	320 hours (40 days)
11 years and above	0.0308/hour	64 hours (8 days)	320 hours (40 days)

- Section 3. Once a month the Employer shall provide each Employee with an accurate summary of sick leave hours accrued year-to-date and total sick hours, to include sick time, accrual rate, and sick leave utilized.
  
- Section 4. **Use of Sick Leave.** Full-Time Employees can use sick leave hours for absences due to personal illness or injury. Sick leave is applied on the first day of the Employee’s absence.
  
- Section 5. Sick leave is not a vested benefit and is never paid out in cash, at termination. Shift differential is not paid during the period of time an Employee utilizes sick leave.
  
- Section 6. **Federal Family Medical Leave Act/ California Family Rights Act.** The Employer will comply with the provisions of the California Family Right Act, as amended, and with the provisions of the Federal and Family Medical Leave Act of 1993, as amended.

**ARTICLE XVI - 401K AND EMPLOYEE STOCK PURCHASE PLAN**

The Employer will provide a 401(k) Plan and match employee’s contribution of \$.50 on \$1.00, up to 6%. The Employer reserves the right to change the terms and conditions of this plan at any time. The Employer agrees that the company match or contributions shall remain consistent company-wide.

If the Employer offers an Employee Stock Purchase Plan bargaining unit Employees may be eligible to participate subject to, and in accordance with the terms of the plan.

**ARTICLE XVII- HOLIDAYS**

Section 1. All Full-Time Employees will be eligible for the following paid holidays:

- New Year’s Day
- Martin Luther King’s Birthday or President’s Day
- Memorial Day
- Christmas Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day

In addition, each Full-Time Employee shall receive one (1) personal holiday annually.

- Section 2. In the event that the employee is required to work on Thanksgiving Day, Christmas Day or New Year's Day, s/he will be paid for that day at the rate of one and one-half (1 ½) times the regular rate of pay. In addition, the employee will be scheduled for another mutually agreed upon day off within sixty (60) days. If another day off is not scheduled within sixty (60) days, the employee will be paid his/her regular rate of pay times the number of hours regularly scheduled for that day.
- Section 3. In the event that the employee is required to work on a holiday other than Thanksgiving, Christmas, or New Year's Day, s/he will be paid for that day at the regular rate of pay, and will be scheduled for another mutually agreed upon day off within sixty (60) days. If another day off is not scheduled within sixty (60) days, the employee will be paid his/her regular rate of pay times the number of hours regularly scheduled for that day.
- Section 4. If a recognized holiday falls during an employee's vacation period, the employee will not be charged vacation time for that day, but will be paid holiday pay for the day in place of a vacation day.
- Section 5. The Employer will distribute holidays off on an equitable basis.

### **ARTICLE XVIII- BEREAVEMENT**

- Section 1. An Employee may be absent from scheduled work with pay for up to three (3) consecutive workdays for a death in the immediate family. Immediate family is defined to be mother, father, mother-in-law, father-in-law, brother, sister, spouse, domestic partner, stepchild, stepparent, and child. The Employer agrees to allow Employees to take two (2) additional unpaid days off to attend the funeral of an immediate family member if the funeral is farther than 100 miles away. Employees may have the option to utilize their unused vacation/sick pay for any additional bereavement days approved.
- Section 2. If the death of an employee's family member, other than the employee's immediate family (listed in section 18.1), occurs, the Employer will allow the employee to use reasonable unpaid time off or paid time off if applicable provided that operational needs are taken into consideration.
- Section 3. Employer reserves the right to request satisfactory proof of death such as an obituary or funeral announcement, and relationship to the Employee.

### **ARTICLE XIX- JURY DUTY**

A Full-Time Employee who has completed his/her probationary period and who is required to report for jury duty shall be excused from work during periods up to twenty (20) consecutive

court days in duration. The Employee who loses work time because of such service will be paid the difference between the jury fee received and his/her regular rate of pay. A Part-Time Employee who has completed his/her probationary period and who is required to serve on a jury shall be excused from work during periods up to two (2) weeks duration. Part-Time Employees shall be paid based on the average hours for the past ninety (90) days of work, less the jury fee received.

## **ARTICLE XX- VOTING TIME**

Employees' whose Sodexo work schedule does not allow sufficient time to get to the polls before or after work will be given up to two (2) hours off with pay in order to vote. Employee is required to provide proof of voting.

## **ARTICLE XXI - LEAVES OF ABSENCE**

- Section 1. Leaves of Absence shall only be granted for reasons noted in the laws of the state of California or the Federal Family Medical Leave Acts, to individuals qualifying under the Acts who submits an application to the Employer and provide the required certifications. Such leave shall be without pay, benefits, or benefit accruals, except as defined in the law. However, the Employer shall allow the employee to use any earned sick or vacation time during such leave.
- Section 2. Leaves for the performance of duty with the Armed Services shall be accomplished in accordance with Federal Law.
- Section 3. A Personal Leave of Absence, for personal reasons not covered by FMLA, may be granted to regular non-probationary full-time employees at the sole discretion of the Employer, for a period not to exceed twelve (12) weeks. Such leave shall be without pay, benefits, or benefit accruals as may be defined in this agreement. The Employer shall not unreasonably deny granting leaves for compelling personal reasons, however, engaging in other employment during such leave, or failure to return from leave on the date approved shall be cause for immediate dismissal.
- Section 4. In the event an employee qualifies for Federal Family Medical Leave Act to care for an immediate family member with a serious health condition, health insurance benefits must continue while on leave provided that, that employee makes his/her required health insurance contributions.
- Section 5. The Employer agrees to comply with all Federal and State Laws related to leaves.

## **ARTICLE XXII - UNIFORMS**

- Section 1. Each Full-Time Employee, where required, will be supplied with five (5) uniforms as required by management. Three (3) uniforms will be supplied within the first two months of employment, followed by two (2) uniforms after the completion of the Employee's probationary period. Part-Time Employees shall receive three (3) uniforms within the first month of employment.
- Section 2. In the event that management initiates a different uniform the Employee will be provided with five (5) new uniforms within 6 months of the uniform change. Employee may continue to wear previous uniform until the full five (5) sets are provided by management.
- Section 3. Uniforms will be replaced one-for-one on an as-needed basis.

## **ARTICLE XXIII - DISCIPLINE AND DISCHARGE**

- Section 1. No employee, after having completed their probationary period, will be discharged, suspended without pay, or subjected to other disciplinary action without just cause. In association with disciplinary action, the Employer will generally conduct an investigation consistent with customary just cause processes before termination.
- Section 2. Under normal circumstances, the Employer, in order to vary the discipline with the circumstances, may utilize any or all of the following in order to maintain order and efficiency of the operation, and to allow the employee an opportunity to correct the deficiency: coaching, written warning, suspension, and termination.
- Section 3. Employees may be subject to immediate discharge for the following reasons: stealing, drinking alcohol while on duty or reporting for duty under the influence of alcohol, illegal possession or use of a controlled substance, possessing a lethal weapon, fighting while on duty, destruction of hospital or company property, willful misconduct, sleeping on the job or other conduct of a similar nature or seriousness.
- Section 4. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours of the discharge or suspension.
- Section 5. Warning notices will become null and void after one (1) year, provided that the employee has no other disciplinary actions within that period.

## **ARTICLE XXIV - GRIEVANCE PROCEDURE**

- Section 1. As defined in Article II, all non-members will be charged a normal and customary fee to use the grievance procedure. The Union shall set the fee.
- Section 2. A grievance shall be defined as a dispute or complaint arising between the parties under or out of this Agreement, and shall be processed and disposed of in the following manner:
- Section 3. Both parties agree that, prior to filing any grievance, except for grievances contesting discipline, it is desirable to hold an informal discussion with the immediate Manager in an attempt to resolve the dispute.
- Section 4. The exact provision in the Collective Bargaining Agreement that was violated must be specified by the grievant and or by the Union. In addition, the grievant and/or Union representative must present in writing a brief written narrative (statement) as to what provision(s) of the Collective Bargaining Agreement were violated by the Employer. The grievant and/or Union representative may write the statement in English or in Spanish. Failure to comply with this procedure will result in the dismissal of the grievance.
- Section 5. In the case of termination or discipline, which may lead to termination, the Employee may request the presence of a Union representative. Such request shall not be unreasonably denied.

**Step 1** – All grievances, except those involving discharge or layoff, shall be presented at Step 1. Within ten (10) working days, exclusive of Saturdays, Sundays, and holidays, an Employee having a dispute or complaint, or the Union representative, shall present the grievance to the Manager who either issued the disciplinary action or that which has knowledge of the particular issue. The Manager or designee shall provide a response in writing to the Employee and the Union within ten (10) working days of the Step 1 hearing. The parties at this step may, through mutual agreement, waive this step of the grievance procedure in which case it will be appealed by the Union to the next step of the grievance procedure should the Union wish to pursue the matter.

**Step 2** – If the dispute or complaint is not resolved in Step 1, the grievance may, within ten (10) working days of the Supervisor's response, or within fifteen (15) days of the date of the initial dispute to be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or his/her Union representative, and presented to the grievant's General Manager or his/her designee. All discharge or layoff grievances shall be referred immediately to Step 2 of this procedure within fifteen (15) workdays from the date of the discharge. A grievance so presented in Step 2 shall be answered by the General Manager in writing within ten (10) working days after its presentation.



**Step 3** - If the grievance is not settled in Step 2, the grievance may, within ten (10) working days, be presented in Step 3. A grievance shall be presented in this step to the District Manager or Human Resource Manager, or his/her designee, and he/she or his/her designee shall render a decision in writing within ten (10) working days after the presentation of the grievance in this step.

**Step 4** - If the grievance is not settled in Step 3, the grievance may, within twenty five (25) working days after completion of Step 3 of the grievance procedure, be referred for arbitration. Either party may request that the Federal Mediation and Conciliation Services (FMCS) submit a panel of seven (7) arbitrators. Each party will alternately strike one (1) name until an arbitrator is selected. The Arbitrator's fees and expenses shall be borne equally by the parties to this Agreement. The arbitrator shall not have the right to alter the Agreement, but may merely rule on the facts presented during the arbitration.

Section 6. The time limits contained herein may be waived by mutual written agreement by the parties.

### **ARTICLE XXV- HEALTH AND SAFETY**

Section 1. The Employer will comply with all safety standards pursuant to the laws of the State of California and will not require an employee to work under hazardous conditions without providing such safeguards as are consistent with well-established safety practices. The Employer will not require an employee to use or operate any equipment for which they have not received hands on training.

Section 2. Employees are required to comply with all safety policies and practices established by the Employer, and to cooperate with the Employer in the investigation of accidents, and the enforcement of safety measures.

Section 3. The Employer agrees to establish a Safety Committee. Said committee will be responsible for recommending to management the elimination of hazards throughout the facility, and for recommendations which are intended to keep the facility OSHA compliant.

Section 4. There will be up to eight (8) Employees on the Safety Committee; they may be selected by the Employees.

### **ARTICLE XXVI - MISCELLANEOUS**

Section 1. Any Employee shall have the right to review the contents of his/her personnel file. The file will be available to the employee within five (5) working days of the employee's written request to the General Manager.

Section 2. The parties agree that the Employer can temporarily subcontract any work covered by this agreement when the Employer is unable to hire qualified staff,

when there is a lack of experienced skilled staff who are willing to perform the work, when the Employer does not have the equipment or technology that can more efficiently perform the work, or when the Employer is preparing for hospital certification and/or inspection. The Employer agrees to notify the Union in writing of their intent to subcontract. The Employer agrees that it will subcontract only to companies that pay its employees at least the same hourly wage rate as would have been paid to bargaining unit employees performing the subcontracted work.

Section 3. Labor-Management Committee meetings will be held at a mutually agreeable time and date on a quarterly basis. The Union may designate four (4) employees, (two (2) from EVS and two (2) from FANS) to represent the bargaining unit. Meetings will be held to apprise the problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Such meetings shall not be constructed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for the time spent at the Labor-Management Committee meetings.

## **ARTICLE XXVII- MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Except as abridged by this Agreement, the Employer reserves and retains, solely and exclusively, the right to manage the business, as such rights existed prior to the execution of any previous agreement with the Union.

The sole and exclusive rights of Management, which are not abridged by this Agreement, include, but are not limited to its rights:

1. To determine the processes or operations.
2. To assign work to such employees in accordance with the requirements determined by Management.
3. To establish and change work schedules and assignments.
4. To maintain order and efficiency.
5. To change operating practices and work assignments and to eliminate work as business requirements may dictate.

The Employer may establish and enforce reasonable rules, regulations and procedures, including client-directed policies and procedures, applicable to employees, provided that such rules, regulations and procedures do not conflict with the provisions of this Agreement. Any dispute over the reasonableness of any rule will be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

## ARTICLE XXVIII - SAVINGS CLAUSES

- Section 1. In the event that any provision of this Agreement is rendered invalid by applicable legislation, or be declared invalid by any court or regulatory agency of competent jurisdiction, such action will not invalidate the entire Agreement, it being the intent of the parties hereto that all other provisions not rendered invalid will remain in full force and effect. The parties agree to attempt to cure such invalidity by negotiation and to submit the matter to arbitration if such negotiations are unsuccessful.
- Section 2. This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior policies, practices, agreements, oral and written, and expresses the total of all obligations of, or restrictions imposed upon, the respective parties during its term.

## ARTICLE XXIX - WAGES

### **Shift Differential:**

Employees who work at least half of their scheduled shift during either of the following time periods will receive the applicable shift differential for all hours worked during the shift.

<u>Hours</u>	<u>Differential</u>
3:00 p.m. – 11:00p.m.	\$0.50 per hour
11:00 p.m. – 7:00 a.m.	\$1.00 per hour

### **Relief Lead Compensation**

Employees working in a relief-lead capacity will be compensated at eight percent (8%) above their current pay rate for all hours worked in the classification.

### **Temporary Work in a Higher Wage Grade/Classification**

An employee, when required by the employer to work in a higher wage grade/classification, shall be paid four percent (4%) above his/her current pay rate. Employees required to work in a classification which is two (2) or more classifications above their current classification shall be paid eight percent (8%) above his/her current pay rate.

### **Bidding to a Classification in The Same or Higher Wage Grade**

An employee who successfully bids to a classification in or a higher wage grade shall receive a pay increase to the minimum of the new classification, or 4% whichever is greater. If the wage grade for the new classification is two (2) or more grades above their current classification they shall receive a pay increase to the minimum of the new classification, or 8%, whichever is greater.

**Salary Increases as follows:**

An across the board salary increase will be provided annually on the Employee anniversary date every year until the expiration of this contract in 2016.

- 2.50%            09/01/2013 – 08/31/2014
- 2.50%            09/01/2014 – 08/31/2015
- 2.50%            09/01/2015 – 08/31/2016

**Wage Rate Ranges as follows:**

<u>Grade</u>	<u>Job Title</u>	<u>09/01/13-08/31/14</u>	<u>09/01/14-08/31/15</u>	<u>09/01/15 – 08/31/16</u>
3	EVS I FSW I Linen Attendant	\$9.49 - \$17.19	\$9.73 - \$17.62	\$9.97 - \$18.06
4	FSW II EVS II Floor Tech	\$10.30 - \$18.23	\$10.56 - \$18.69	\$10.82 - \$19.16
5	Unit Clerical I Cook I Cashier II FSW III Stock Worker I	\$11.18 - \$19.46	\$11.46 - \$19.95	\$11.75 - \$20.45
6	Cook II Host/Hostess	\$12.13- \$20.50	\$12.43 - \$21.01	\$12.74 - \$21.54

No Employee shall be hired below the minimum effective wage rate for his/her wage grade/classification. Employees who were employed prior to the effective date of this Agreement and whose wage rate is above the maximum range of their wage grade shall maintain their current wage rate for the duration of this Agreement. Classification wage rate will increase by the amount of the general wage increases starting in Year 2.

**Lump Sum Wage Increase**

Full time and part time employees who are receiving an hourly wage rate at or above the maximum of the applicable wage range for their wage grade/classification are eligible for an annual lump sum award equal to 2.50% or the increase to the maximum of their pay range plus a lump of 2.50% minus the amount used to increase their wage to the maximum of their grade range.

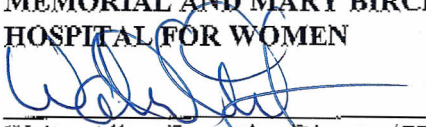
**New Job Titles**

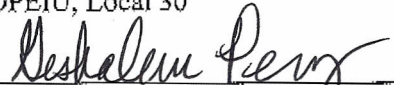
If the Employer institutes a new job title, or substantially modifies an existing job title, the Union may request a change in the wage grade for such job title in accordance with the provisions of Article I.

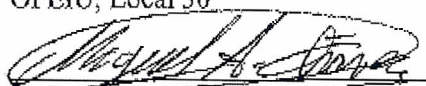
**ARTICLE XXX- DURATION**

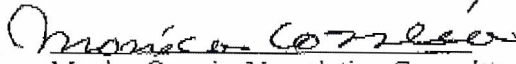
This Agreement shall be effective as of September 1, 2013 and shall be in force and effect until midnight, August 31, 2016 and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement ninety (90) days prior to August 31, 2016. The parties may mutually agree to extend the existing agreement, in writing, for a specified time.

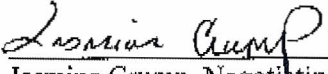
**ON BEHALF OF UNITED HEALTH  
CARE EMPLOYEES NUHCE,  
AFSCME, AFL-CIO AT SHARP  
MEMORIAL AND MARY BIRCH  
HOSPITAL FOR WOMEN**

  
Walter Allen, Executive Director/CFO  
OPEIU, Local 30

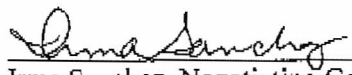
  
Geshalem Perez, Business Agent  
OPEIU, Local 30

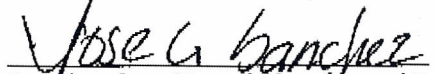
  
Miguel Chavez, Negotiating Committee

  
Monica Correia, Negotiating Committee

  
Jasmine Crump, Negotiating Committee

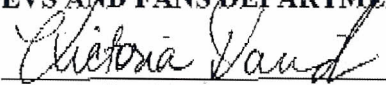
  
Lorenzo Diaz, Negotiating Committee

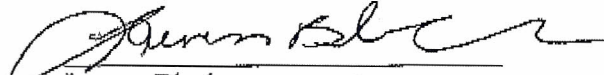
  
Irma Sanchez, Negotiating Committee

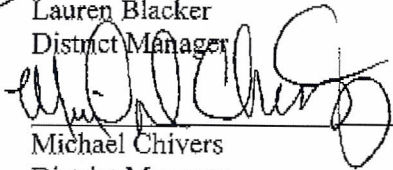
  
Jose Sanchez, Negotiating Committee

  
Fernanda Valencia, Negotiating Committee

**SODEXO, HEALTH CARE,  
EVS AND FANS DEPARTMENTS**

  
Victoria Davidson  
Director, Labor Relations

  
Lauren Blacker  
District Manager

  
Michael Chivers  
District Manager