

AGREEMENT BETWEEN

**OASIS REHABILITATION CENTER, INC.
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721**

EFFECTIVE SEPTEMBER 1, 2007
THROUGH AUGUST 31, 2010

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APPENDIX A—WAGE SCALE-effective 9/1/08

ARTICLE 1
PREAMBLE

This Agreement is made and entered into by and between Oasis Rehabilitation Center Inc. at 47915 Oasis Street (hereinafter referred to as the "EMPLOYER") and the Service Employees International Union Local 721 (hereinafter referred to as the "UNION").

ARTICLE 2
RECOGNITION – THE COLLECTIVE BARGAINING UNIT

1. The Employer recognizes the union as the sole and exclusive bargaining representative for the purpose of collective bargaining for employees in the following classifications: licensed vocational nurse, licensed psychiatric technician, mental health worker, rehabilitation aide 1 and 2, unit secretary, housekeeper, maintenance technician, cook, food service worker, staffing coordinator, data entry clerk, health information technician, transportation aide, social work assistant, outreach TAY captain, housing benefits coach, vocational workability coach, medical records clerk, peer support counselor, and office assistant.

The appropriate unit shall consist of all the above-referenced classifications, whether temporary, full-time, part-time, or per diem, probationary or permanent that are not managerial, supervisory, professional or confidential as defined by the National Labor Relations Act.

As other classifications are created that share a community of interest with the above bargaining unit classifications, the parties agree that the Union shall be recognized as the exclusive bargaining agent for those employees. The Employer agrees to meet and negotiate with the Union, the wage rate of any such future classifications and to meet and discuss with the Union the job descriptions associated with such future classifications.

2. The words, "employee" or "employees" as used in this Agreement shall refer only to the individuals employed by the Employer in the classifications set forth in Paragraph 1, above.

ARTICLE 3
UNION SECURITY

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or immediately after the thirtieth (30th) day following the effective date of this Agreement, become and remain

members in good standing with the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or immediately after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Union.

2. The Employer agrees to recognize all written authorizations from Union members authorizing the deduction from their compensation of all dues for the period of authorization. The Union shall supply necessary forms to the Employer.
3. The Employer agrees to deduct uniformly required monthly dues from all employees covered by this Agreement when such employees have completed thirty (30) days of employment.
4. All deductions made pursuant to this Agreement shall be transmitted to the office of the Union on or before the twentieth (20th) day of the month next succeeding the month wherein such deductions were made. The Employer agrees to furnish the Union each month--both in hard copy form and electronically (format reasonable and mutually agreed)--with the names of newly hired employees, their addresses, home phone number, social security number, classification, date of hire, and the names of those employees no longer employed together with their dates of termination and names of employees on leave of absence.
5. The Union shall indemnify the Employer and hold it harmless against any and all forms of liability that may arise out of the Employer's compliance with this Article.
6. Employees may voluntarily elect to have contributions deducted from their paychecks for SEIU Local 721 COPE Fund upon notification and verification provided by the Union to the Employer. Such deductions shall be continued until such authorization is revoked in writing. The Employer shall transmit to the Union such deductions once monthly on a check separate from the regular dues deduction.

ARTICLE 4 **MANAGEMENT RIGHTS**

1. Except as specifically modified, delegated, or granted in this Agreement, the Management of Oasis Rehabilitation Center, Inc. retains the exclusive right to manage the operations of the Center and affiliated programs and to direct the work force. Among those exclusive rights, but not limited thereto, is the right to select, hire, transfer, promote, discipline, suspend or discharge for just cause; to determine the qualifications, efficiency and ability of employees, to determine workload and work performance level, to make or change procedures, rules, regulations and practices; to close

down or move the facility or any part thereof or curtail operations; to determine the number of employees in each classification; to establish qualifications necessary for employment in each classification; to introduce new or improved equipment and health care procedures/techniques; to determine the services rendered and products to be utilized; to assign and supervise the employees; to determine and change starting times, quitting times and shifts, and the number of hours and shifts to be worked; to determine staffing patterns; to establish reasonable House Rules; to determine or change methods and means by which its operations are to be carried on; to carry out all ordinary functions of management; provided, however, that such rights shall not be enforced contrary to the provisions of this Agreement.

2. Inasmuch as each Oasis employee receives a current copy of the Oasis Rehabilitation Center, Inc. Employee Handbook, (August 2007 and as revised) and acknowledges receipt of the same in writing, sections of that handbook applicable to bargaining unit members are, by reference, incorporated herein in this Agreement. When and if a conflict exists between provisions of this Agreement and provisions of the Employee Handbook, this Agreement shall take precedence.

ARTICLE 5

CATEGORIES OF EMPLOYMENT

1. Full time employees are defined as employees who are regularly scheduled to work a minimum of thirty two (32) hours per week.
2. Part-time employees are defined as employees who are regularly scheduled to work at least twenty (20) hours per week, but less than thirty two (32) hours per week.
3. Per-diem employees are defined as employees who do not regularly work a full-time or part-time schedule, commit to being available to work at least four (4) eight-hour shifts per month (or equivalent), one of which shall be a full weekend (Saturday or Sunday) shift per month, and who are available to work at least 3 (three) contractually recognized holidays per year, one of which is either Thanksgiving Day, Christmas Day, or New Year's.
 - 3.1 The Employer shall make every effort to staff budgeted positions with regular full or part-time employees.
4. Temporary employees are defined as employees who normally are hired for a period of up to six (6) months and are so informed at the time of hire.

ARTICLE 6
NEW EMPLOYEES

1. All newly hired or rehired employees who are hired on or after the effective date of this Agreement, shall be deemed "introductory employees" and shall be subject to an introductory period. Said introductory period shall, for regular full-time and regular part-time employees, consist of ninety (90) calendar days. The introductory period for per-diem employees shall consist of ninety (90) working days or six months, whichever is first. All introductory periods shall commence the first day worked after hire. Days lost from work because of sickness, accident or leaves during the introductory period shall not be considered in computing the said ninety (90) day period.
2. Seniority shall not accrue to introductory employees during introductory periods. However, at the successful completion of the introductory period, the employee's seniority shall be considered to commence from the date first worked after hire.
3. Notwithstanding any other provision of this Agreement, the Employer may at any time during or at the end of the introductory period, lay off or discharge such introductory employee, with or without cause, and no claim may be made by the Union or any of the employees that the layoff or discharge was improper. Moreover, the Employer's action with respect to such introductory employee shall not be made the subject matter of the grievance or arbitration procedure by the employee or Union.
4. Employees changing status from part-time, temporary or per-diem to full-time in the same job classification, who have successfully completed their introductory period, shall not serve a new introductory period.
5. Employees changing classifications who successfully completed their introductory period shall serve another introductory period of thirty (30) calendar days for the first time in the new classification. If employees do not successfully complete their introductory period or employee elects to return to their former position he or she shall return to former position, without any loss to wages or benefits.

ARTICLE 7
SENIORITY

1. Definition
 - A. Seniority: shall be defined as the employee's length of continuous service at the facility in the bargaining unit commencing with the date and hour on which the employee began to work after last being hired or last entering the bargaining unit, whichever occurs

last. Bargaining unit seniority shall apply in computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement, and layoffs as herein provided. The order of seniority, unless herein otherwise specified, shall progress from full-time employees, to part-time employees, to per-diem employees, to temporary employees.

2. Accrual of Seniority

- A. Seniority shall not accrue to introductory employees during the introductory period. However, at the successful completion of the introductory period, the employee's seniority shall be considered to commence from the date first worked after hire, and shall accrue during continuous employment with the facility within the bargaining unit covered by this Agreement.
- B. Seniority shall accrue and not be lost during an employee's paid leave time.
- C. An employee shall not accrue seniority while on layoff or on an unpaid leave of absence.

3. Loss of Seniority

- A. An employee shall lose accumulated seniority and seniority shall be broken for any of the following reasons:
 - 1. Voluntary quit.
 - 2. Discharge for cause.
 - 3. Failure to inform management of the employee's intent to report to work after a lay-off, within five (5) days after receipt of written notice of recall sent by the Employer to the employee at his/her last address of record on file with the Employer or failure to report to work within ten (10) days of such written notice.
 - 4. Layoff which extends in excess of one (1) year.
 - 5. Absence for a period of two (2) consecutive working days without notifying the Employer.
 - 6. Unauthorized failure to report to work at the expiration of a leave of absence pursuant to this Agreement.

7. Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the employer.

B. An employee whose seniority is lost for any of the reasons outlined in Paragraph 3(A) above shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire said employees after the loss of seniority shall not be subject to the grievance and arbitration provisions of this Agreement.

4. Layoffs

A. Bargaining unit seniority shall be defined as the employee's length of continuous service with Employer in the bargaining unit commencing with the date and hour on which the employee began to work after last being hired. Separate lists for all full-time employees and part-time employees in seniority order shall be furnished to the Union quarterly on the calendar year. Classification seniority shall be defined as the employee's length of continuous service with the Employer within his/her present classification commencing with the date and hour on which the employee last began to work in such classification.

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

C. Whenever layoff becomes necessary in a classification, such layoff shall be effective in the order of the employee's classification seniority, the least senior laid off first. The Employer shall maintain a layoff/recall list and laid-off employees shall remain on the list for a period of one (1) year after layoff. Employees on the list shall be recalled to work as positions become available in seniority order by classification.

D. In the case of layoff, a senior employee subject to layoff may displace the least senior employee in the facility provided: (1) the more senior employee is qualified and able to perform work available, and (2) the Employer and the Union mutually agree that the employee being displaced is the least senior employee in the facility the senior employee subject to layoff can possibly displace.

E. Whenever a vacancy occurs in a job classification, employees

within the same classification who are on layoff will be recalled in reverse order of their layoff. A full-time employee on layoff refusing recall to an available part-time position shall maintain seniority on the full-time recall list. A part-time employee on layoff shall be recalled to a full-time position once the full-time layoff list is exhausted only if he/she is willing to work the required full-time schedule of hours.

- F. For the purpose of determining seniority when two (2) or more persons are employed on the same date, the date of application shall be used. The person with the earliest date of application will be considered the more senior employee.

5. Miscellaneous

- A. Once all qualified employees have been given the opportunity to fill vacancies, the Employer has the right to hire a temporary employee for the duration of an employee's contractual leave of absence or for the duration of an employee's absence as a result of sickness, accident, or injury on the job, vacation or any other absence.
- B. In the event an employee is offered another job by the Employer outside the bargaining unit and the employee accepts such job and leaves the bargaining unit, such employee shall lose all of his/her seniority rights under this Agreement.
- C. It shall be the responsibility of the employee to keep the Employer informed of his/her present address and telephone number and to notify the Employer of any changes.
- D. Regular part-time and per-diem employees shall accrue seniority pro-rata based on actual hours worked.
- E. Classification seniority (the duration of hours in a given classification) shall be used for the purposes of bidding on shift schedules and scheduling vacation (pre-planned PDL) when two or more employees request the same time-off when only one may be off at a given time. Once an employee has requested and received approval for time off, another, more senior employee may not "bump" the less-senior employee.

ARTICLE 8
JOB OPENINGS

- 1. When the Employer elects to fill a vacancy within the bargaining unit, notice of the vacancy along with the job description shall be posted for a period of five (5) consecutive work days, including the date of the posting,

but excluding Saturday, Sunday and holidays recognized by this agreement. Any employee desiring to bid on a posted vacancy shall make application in accordance with the notice posted and within the time stated above.

2. Preference shall be given to the most senior employee bidding provided that said employee meets minimum qualifications, has received at least a minimum standard rating on the last performance evaluation, and has not been disciplined with a written warning or suspension within the last year. New employees may be hired for a vacancy if there are no bidders meeting the requirements.
3. If the Employer determines within thirty (30) calendar days after the date the employee starts work in the new assignment that the employee is not performing satisfactorily, the employee will be returned to his/her former shift and classification with no break or loss of seniority previously earned in said classification.
4. While a vacancy is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfer of bargaining unit employees as may be necessary to fill the job temporarily.

ARTICLE 9 **JOB DESCRIPTIONS**

The Employer will maintain job descriptions for all classifications covered by this Agreement. Copies of such job descriptions will be made available to bargaining unit members in the respective classifications and to the Union upon request.

If the Employer decides to revise or create new job descriptions, it will provide affected bargaining unit members of that classification and the Union reasonable notice of that decision and an opportunity to meet and discuss.

If the Union wishes to suggest a revision to an existing job description or to suggest a new job classification, it may present such proposal in writing to the Employer. The Employer agrees to meet and discuss with the Union any such proposal within fourteen (14) calendar days of the written request.

ARTICLE 10 **HOURS OF WORK**

1. The normal workday for full-time employees shall consist of eight (8) hours per day.
2. The normal full-time workweek shall consist of five (5) days in any seven

(7) day week commencing with Sunday, 12:01 A. M. and ending on the next Saturday at 12:00 midnight.

3. A workday for wage payment purposes begins at 12:01AM and runs for twenty-four (24) consecutive hours.
4. Overtime at the rate of time and one half an employee's regular straight time rate of pay shall be paid for all hours worked in excess of eight (8) hours in one (1) workday and for all hours in excess of forty (40) hours in a workweek. Double time at the rate of two (2) times an employee's regular straight time rate shall be paid for all hours worked in excess of twelve (12) hours in one (1) workday
5. All employees shall be entitled to a fifteen (15) minute paid break period for each four (4) consecutive hours worked. However two (2) paid break periods shall be provided whenever an employee is required to work six (6) or more hours in a day. Employees shall also be allowed a one-half (1/2) hour unpaid meal period scheduled as near as possible to the middle of the employee's shift in the event this shift is six (6) hours or longer.
6. Employees called in for extra work shall be given a minimum of four (4) hours-work or four (4) hours pay at the employee's applicable rate.
7. An employee reporting for regularly scheduled work who has not previously been notified, before the beginning of the shift not to report to work, shall be offered a minimum of one-half (1/2) their regularly scheduled shift in work time or if work is not available, will be guaranteed straight time pay equal to one-half (1/2) their regularly scheduled shift in lieu of work, except in the event the Employer is unable to furnish work by reason of flood, fire, storm or other Acts of God, riots, strikes or any other act which is beyond the control of the Employer.
8. Paid holidays, PDL, bereavement days or other hours paid but not worked or time spent by the Union's employee bargaining team members in contract negotiations, shall not be counted as time worked for purposes of computing overtime.
9. A schedule of starting and quitting times and days off shall be posted on the bulletin board available to all employees at least two (2) weeks in advance. Schedules will not be changed unless an unforeseen situation dictates; and when such occurs, as much advance notice of such change will be given as possible. When it becomes necessary to change such posted work schedules, consideration will be given, to the degree possible, to the desires of the affected employees.
10. In the case of a reduction of work hours such reductions shall begin with the least senior in the affected classification and then proceed by seniority.

Should an involuntary reduction in hours become necessary (such as for reduction in funding or County contract change), the Employer will meet and discuss such reduction with the Union before hours are reduced.

ARTICLE 11
UNION VISITATION AND BULLETIN BOARDS

1. A duly authorized representative of the Union may enter the Employer's premises at reasonable times during working hours to confer with the Employer, the Union steward and/or a unit employee for the purpose of administering the Agreement or other official Union business. The Union representative shall first report to and receive permission from the Administrator or to the person in charge at the time of any such visit. Permission for such visit shall not be unreasonably withheld.
2. The Union representative(s) shall, during the course of a visit, so conduct themselves as not to cause any interference with the operation of the facility or the work of any employee.
3. A bargaining unit employee may be released from his/her duty to confer with the Union representative, who is not an employee of the Employer, at a time mutually convenient to the Employer, employee and Union representative. All such meetings shall be of reasonable duration not to exceed fifteen (15) minutes in a single shift and not be unduly prolonged so as to interfere with the operations of the Employer. In addition, all such conferences shall take place in a non-work area of the facility. Employees shall not be paid for any meeting time exceeding fifteen (15) minutes in a work shift.
4. Union representatives desiring to conduct meetings on the Employer's premises must schedule such meetings in advance with approval of the Administrator.
5. The Employer shall provide a bulletin board, which shall be used for the purpose of posting proper Union notices. The Union agrees that the Employer shall be provided with a copy of all notices prior to posting.

ARTICLE 12
MUTUAL RESPECT AND DIGNITY

All employees and management are entitled to be treated with respect and dignity at all times. When there is a need for discussion over issues, all parties agree that these discussions will be conducted in a fashion designed to avoid embarrassment or ridicule and will be conducted in a professional manner.

ARTICLE 13
UNION STEWARDS

The Employer agrees to recognize six (6) employees as shop steward. For each steward, the Union may designate one alternate steward to serve only when the shop steward is not present at the facility. The steward may receive complaints from bargaining unit members. A steward and/or the Worksite Organizer may present the issues/grievance to management and see that the terms and conditions of the Agreement are observed, provided that such activity does not unduly interfere with the work assignment of the steward(s) or other employees and shall not interfere with or be in the presence of any client or client family.

Oasis will provide paid time to Union stewards for the purpose of conducting their duties (excluding Union meetings), when such duties are performed within the stewards' regular work schedule. While on work time, the steward must obtain permission from his/her immediate supervisor or other representative of the Employer prior to conducting Union business. Permission will not be unreasonably withheld. If permission is withheld, a reasonable substitute time period shall be offered. The Union will notify the Employer, in writing, immediately following designation of said shop stewards or assignment/appointment changes as they are made.

An on-duty union steward may have fifteen (15) minutes during the Employer's regular new-hire orientation to make a presentation to new bargaining unit members. The timing of the presentation is to be determined by the Facility Administrator.

ARTICLE 14
DISCHARGE, DISCIPLINE OR SUSPENSION

1. The Employer shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline any employee for just cause. Grounds for discipline up to and including immediate discharge shall include, but not be limited to, the following:
 - A. Abandonment of position or leaving duty area during working hours without permission.
 - B. Theft.
 - C. Unauthorized use of the Employer's vehicles.
 - D. Unauthorized use of the Employer's equipment and supplies.
 - E. Destruction or misuse of the Employer's or other individual's property.
 - F. Insubordination, refusal to perform assigned duties or to work scheduled or emergency overtime.

- G. Refusal to accept changes in work assignments.
- H. Use or possession of alcohol, narcotics or intoxicating drugs (without a prescription) during work hours or on the Employer's property.
- I. Reporting to work under the influence of alcohol, narcotics or intoxicating drugs.
- J. Fighting or gambling on the Employer's property.
- K. Punching another employee's time card; signing in for another employee; altering or falsifying information on a time card or time sheet; tampering with time clocks; or repeated failure to punch the time card or time sheet.
- L. Excessive absenteeism or lateness.
- M. Failure to properly notify supervisor of absence.
- N. Sleeping on the job.
- O. Possession of unlawful or dangerous weapons.
- P. Conviction of a crime or felony while employed by Oasis Rehabilitation Center, Inc.
- Q. Violating smoking policy.
- R. Repeated injuries due to personal carelessness.
- S. Violation of safety rules in the performance of responsibilities.
- T. Poor work performance.
- U. Failing to report an accident.
- V. Absence for a period of two (2) consecutive days without notifying the Employer.
- W. Failure to report to work at the expiration of a leave of absence.
- X. Patient abuse or neglect, including but not limited to physical, verbal, psychological, emotional, and fiduciary abuse.
- Y. Any other conduct constituting just cause.

In arriving at the decision for a proper action, (written counseling, written warning, suspension without pay or discharge), the following will be considered:

- A. The seriousness of the infraction;
 - B. The employee's past record and length of employment, and
 - C. The circumstances surrounding the matter.
2. Any temporary or introductory employee may be discharged by the Employer at its sole discretion. No question concerning the discharge of any such employee shall be the subject of grievance or arbitration.
3. The Union recognizes the principle of a fair day's work for a fair day's pay. Accordingly, the Employer may establish reasonable productivity and performance standards. Any employee failing to meet these standards will be subject to discipline under the appropriate terms of this Agreement.
4. In order to provide a fair method of disciplining employees, a progressive discipline procedure is established. Both parties agree the purpose of discipline is not punishment but to modify behavior. The progressive discipline procedure shall consist of:
- A. Written Counseling;
 - B. Written Warning;
 - C. Suspension without pay; and
 - D. Discharge.

There shall be no discharges, suspension or discipline except for just cause. Progressive discipline must be timely and shall follow, as closely as possible, the incident requiring the disciplinary action.

Counseling and warnings placed in employee's personnel file shall be dated and a copy issued to the employee.

Disciplinary write-ups shall be removed from the Employee's personnel file after twelve (12) months provided the employee has not been disciplined for the same type of incident, and the incident is not for patient abuse.

ARTICLE 15

GRIEVANCE PROCEDURE

1. Any grievance or dispute arising out of the application or meaning of the terms of this Agreement during the term of this Agreement and not specifically excluded from the grievance and arbitration procedure by this or any other provision of this Agreement shall be taken up in the manner set forth below.
2. All grievances must be presented in writing at every step. Such writing shall specify in detail the acts upon which the grievance is based and the particular provision of this Agreement allegedly violated by said acts. Failure to properly present a grievance in writing at any stage of the grievance procedure shall constitute a waiver of such grievance and bar all further action thereon. Failure on the part of the Employer to answer a

grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

3. It is mutually understood and agreed that nothing herein will prevent an employee from discussing any problem with his supervisor or other representative of Management at any time, with or without his/her Union steward, prior to initiating a formal grievance.
4. Any grievance or dispute must be submitted to the Employer within ten (10) calendar days after the occurrence of such grievance or within ten (10) calendar days after the aggrieved party or employee had knowledge of, or could have known of, the occurrence of the act upon which such grievance is based. Any grievance not initially raised within the said period of time and pursued thereafter in a timely manner, as set forth below shall be deemed to be waived.
5. Step 1: The aggrieved employee and/or his steward shall present the grievance to said employee's immediate supervisor within the time limits set forth in Paragraph 4 above. The supervisor shall respond within ten (10) calendar days after the initial presentation.

Step 2: If the grievance has not been resolved in step 1, or if the supervisor has not responded within the stated ten (10) calendar day period, the aggrieved employee, steward or Union representative may present it in writing, within the next five (5) calendar days to the Administrator who shall respond within ten (10) calendar days.

Step 3: If the grievance has not been resolved in Step 2, or if the Administrator has not responded within the stated ten (10) calendar day period, the aggrieved employee, steward or Union Representative may present the grievance in writing within the next five (5) calendar days to the Vice President, Operations. The Vice President, Operations shall, within ten (10) calendar days after the presentation by the employee, steward or Union, review the grievance and respond in writing to the Union.

ARTICLE 16

ARBITRATION PROCEDURE

1. If the grievance is not settled satisfactorily in Step 3 of Article 15 (Grievance Procedure), or if the Employer does not respond within the time limit established in Step 3 of Article 15, then within ten (10) calendar days from receipt of the Employer's answer in Step 3, or from the date said answer was due, the Union will have the right to arbitrate the grievance, provided arbitration thereof is not precluded by this Agreement. The Union's request for arbitration must be made in writing, by the tenth day, or the grievance will be deemed to have been resolved on the basis of the Employer's last answer and will not be arbitratable. The Union's

right to arbitrate shall be limited to the precise issues and provisions of this Agreement set forth in the Union's written statement of the grievance as initially presented to the Employer. It is further understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and further that the Union, through its designated representatives, has authority to settle any grievance at any step.

2. The union shall submit the grievance in writing by registered letter to the American Arbitration Association (AAA) and send a copy of such letter to the Employer. The Union shall specify the issues to be arbitrated and the clauses of the collective bargaining agreement upon which it bases its claim.
3. In the letter to the AAA, the Union shall request the AAA to furnish it and the Employer identical lists of persons eligible to serve as Arbitrator. The Arbitrator shall be selected according to the voluntary rules of the AAA.
4. The Arbitrator may consider and decide only the particular grievance presented in a written stipulation by the Employer and the Union, and the decision shall be based solely upon an interpretation of the provisions of this Agreement. In deciding the issue, the Arbitrator shall not consider the effect the award would have upon employee morale, or whether employee tensions will be heightened or diminished. The award of the Arbitrator so appointed shall be final and binding upon the parties. The Arbitrator shall have no authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement. Only one grievance shall be submitted to the arbitrator at a time, unless the parties mutually agree otherwise.
5. The cost of arbitration, which shall include the fees and expenses of the Arbitrator, and an original of the transcript where mutually agreed upon, shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order.
6. Any claim or suit for damages alleging a violation of Article 35 (No Strike Clause) of this Agreement shall not be subject to arbitration.
7. Occurrences prior to the execution date or subsequent to the expiration date of the Agreement shall not be subject to arbitration.
8. The Employer may not submit a dispute to arbitration.
9. Since it is important that grievances and arbitration be processed expeditiously, the number of days indicated at each level shall not be considered as merely procedural but shall be deemed of the essence and

any grievance shall be waived if not appealed to the next step or to arbitration within the time set forth herein.

ARTICLE 17
LABOR MANAGEMENT MEETING

The Employer and the Union agree that during the life of this Agreement designees from both parties (not to exceed three (3) from each) shall meet at the request of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, and ideas related to the facility and the work force; all to promote better understanding with the other. Such meeting shall not be for the purpose of initiating or continuing collective bargaining, nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement, as grievances shall not be considered proper subjects at such meetings.

ARTICLE 18
LEAVES OF ABSENCE

1. FAMILY AND MEDICAL LEAVE

(This provision shall be interpreted in conformance with the Family and Medical Leave Act and applicable regulations).

- A. The Leave Provision: Eligible employees may take up to twelve (12) weeks of unpaid family/medical leave within any rolling twelve (12) month period and be restored to the same or an equivalent position upon their return from leave provided they have worked for the Employer for at least twelve (12) months, and for at least one thousand two hundred fifty (1250) hours in the period immediately preceding the requested leave.

- B. Reasons For Leave: Employees may take family/medical leave for any of the following reasons. (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) to care for a spouse, son or daughter, or parent ("covered relation") with a serious health condition; or (4) because of their own serious health condition which renders them unable to perform the functions of their position (includes disability or - work-related injury or illness). Leaves due to reasons (1) or (2) must be completed within the twelve (12) month period beginning on the date of birth or placement. In addition, spouses employed by the Employer who request leave because of reasons (1) or (2) or to care for an ill parent (reason 3) may only take a combined total of twelve (12) weeks leave during any twelve (12) month period. In any case,

(reasons 1-4) coverage under the Family and Medical Leave Act continues for a maximum of twelve (12) weeks.

- C. Notice of Leave: If employee need for family/medical leave is foreseeable, they must give the Employer at least thirty (30) days prior written notice. -Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, employees are expected to notify the Employer within one (1) to two (2) business days of learning of the need for leave, except in extraordinary circumstances. The Employer has Request for Leave of Absence forms available from the Human Resources Departments. Employees should use these forms when requesting any leave of absence.

- D. Medical Certification: If employees are requesting leave because of their own or a covered relation's serious health condition, they and the relevant health care provider must supply appropriate medical certification. Employees may obtain Medical Certification Forms from the Human Resources Department. When requesting leave, the Employer will notify employees of the requirement for medical certification and when it is due. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Employer, at its expense, may require an examination by a second health care provider designated by the Employer, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Employer may require subsequent medical re-certification on a reasonable basis.

- E. Reporting While on Leave: If employees take leave because of their own serious health condition or to care for a covered relation, they must contact the Employer on the first and third Tuesday of each month regarding the status of the condition and their intention to return to work.

- F. Leave is Unpaid: Family/medical leave is unpaid leave (although employees may be eligible for short-term disability payments and/or worker's compensation benefits under those insurance plans). If employees request leave because of birth, adoption or foster care placement of a child, any accrued PDL first will be substituted for unpaid family/medical leave. If employees request leave because of their own serious health condition, any accrued PDL first will be substituted for unpaid family/medical leave. If employees request

leave to care for a covered relation with a serious health condition, any accrued PDL will first be substituted for any unpaid family/medical leave. The substitution of PDL for unpaid leave time does not extend the twelve (12) week leave period.

- G. Medical and Other Benefits: During an approved family/medical leave, the Employer will maintain health benefits as if employee continued to be actively employed. If PDL is substituted for unpaid family/medical leave, the Employer will deduct employee portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay their portion of the premium by mailing a check on the first of each month payable to the Employer to the Employer's Human Resources Department. Health care coverage will cease if the employee's premium payment is more than thirty (30) days late. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the Employer for the cost of the premiums paid by the Employer for maintaining coverage during their leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond their control.
- H. Intermittent and Reduced-Schedule Leave: Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the Employer will reduce employee's salary based on the amount of time actually worked. In addition, while employees are on an intermittent or reduced-schedule leave, the Employer may temporarily transfer them to an available alternative position which better accommodates their recurring leave and which has equivalent pay and benefits.
- I. Returning From Leave: If an employee takes leave because of their own serious health condition, they are required to provide medical certification that they are fit to resume work. Employees may obtain Return to Work Medical Certification forms from the Human Resources Department. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.
- J. Definitions: For the purposes of this provision, the following definitions apply:

"Spouse" is defined in accordance with applicable state law.

"Parent" includes biological parents and individuals that acted as the employee's parents, but does not include parents-in-law.

“Son” or “Daughter” includes biological, adopted, or foster children, stepchildren, legal ward, and other persons for whom the employee acts in the capacity of a parent and who is under eighteen (18) years of age or over eighteen (18) years of age but is deemed incapable of caring for themselves.

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition which involves (1) any incapacity or treatment in connections with inpatient care; (2) any incapacity requiring absence of more than three calendar days and continuing treatment by a health care provider; or (3) continuing treatment by a health care provider of a chronic or long term condition that is incurable or will likely result in incapacity of more than three days if not treated.

Continuing Treatment” means 1. two (2) or more treatments by a health care provider; 2. two (2) or more treatments by a provider of health care services (e.g. physical therapist) on referral by or under orders of a health care provider; 3. at least one (1) treatment by a health care provider which results in a regimen of continuing treatment under the supervision of the health care provider (e.g. a program of medication or therapy); or 4. under the supervision of, although not actively treated by, a health care provider for a serious long-term chronic condition or disability which cannot be cured (e.g. Alzheimer’s or severe stroke).

“Health Care Provider” includes licensed MDs and Doctors of Osteopathy (DO), podiatrists, dentists, clinical psychologists, optometrists, chiropractors authorized to practice in California, nurse practitioners, and nurse-midwives authorized under California State Law.

“Needed to Care For” a family member encompasses (1) physical and psychological care; and (2) where the employee is needed to fill in for others providing care or to arrange for third party care of the family member.

The phrase “unable to perform the functions of his/her job” means an employee is (1) unable to work at all; or (2) unable to perform any one of the essential functions of his/her position. The term “essential functions:” is borrowed from the Americans with Disabilities Act (ADA) to mean “the fundamental job duties of the employment position,” but does not include the marginal functions of the position.

2. PREGNANCY DISABILITY LEAVE

Pregnancy leave is available to an employee who is disabled by pregnancy, which means that, in the opinion of the employee's health care provider, the employee's pregnancy or related medical condition has rendered her unable to perform any one or more of the essential functions of her job. Pregnancy disability leave is in addition to any family/medical leave.

A. Manner of Request: All requests must be made in writing using the Employer's Request for Leave of Absence form. Such request must be supported by a written certification from the employee's health care provider, and the Request shall include the following:

1. Date she became disabled.
2. Probable duration of disability.
3. A statement she is unable to work or to perform an essential job function without endangering herself, others or her pregnancy.

B. Duration of Leave: Pregnancy leaves will normally be granted for 6 weeks (8 weeks for a "C" Section) for post-partum recovery. The leave may be extended up to a maximum total of four months if medically necessary as certified by the health care provider. Leave taken intermittently will be aggregated and counted toward the four-month maximum.

C. The Employer will try to reasonably accommodate a pregnant employee even though she is not disabled, by means of a job transfer. However, the Employer reserves the right to require a transfer if she needs an intermittent or reduced schedule. The job duties may not be the same.

D. Pay/Benefits During Leave: Pregnancy leaves are considered unpaid. Employees will be required to utilize all accrued Paid Days of Leave during the time off. All time off, either paid or unpaid, will be counted towards the four-month period.

Group insurance benefits will be continued while an employee is on a pregnancy leave of absence. During such period, the Employer will continue to contribute its portion of the premiums. The employee's premiums contribution must continue to be paid by the employee in order for coverage to remain in effect. If an employee does not pay her portion of the premiums while on leave, coverage under the benefit plans will cease.

E. Return from Leave: Provisions for returning to work are the same as for family/medical leaves of absence (see above). The Employer may require a medical release.

3. LEAVE OF ABSENCE WITHOUT PAY

- A. A leave of absence is a temporary absence from work for illness, injury, maternity, military service, personal or educational purposes, which may be granted to full-time employees with at least six (6) months of employment upon written request. Unless the leave of absence qualifies as a leave under the Family and Medical Leave Act, (FMLA) provisions, a leave of absence will be considered for a period of from two (2) weeks to thirty (30) days and may be renewed for thirty (30) day periods up to a maximum leave of ninety (90) days. Granting of and renewals of leaves of absence per this section of the Agreement are at the discretion of the Employer. A leave of absence request must be made in writing on the Employer's request for Leave of Absence form and must specify for what purpose the employee requests time away from work. When the employee requests the leave, the expected date of return must be indicated. A request for leave will be considered on the basis of length of service, performance, responsibility level, the reason for the request, and staffing requirements.
- B. The Employer cannot guarantee a position while an employee is on leave except for employees returning from a qualified FMLA leave or military leave in accordance with the Veteran's Reemployment Act. Upon return from leave, the employee may be reinstated in his/her former position with equivalent pay and benefits. If no such position is available, the employee will be considered for future positions for which they are qualified to perform. If no position becomes available within ninety (90) days after the termination of the leave period, the employee will be automatically terminated. If an employee returning from leave is offered a position of equivalent pay and benefits and refuses that position, that refusal will be considered to be a voluntary resignation.
- C. An employee returning to work is expected to give at least two (2) weeks advance notice of intent to return to work. An employee returning from medical or maternity leave must provide a doctor's statement certifying medical ability to perform all functions required for the position. The doctor may be required to sign a job description as certification of ability to perform duties required.
- D. An employee who fails to return to work at the end of the leave period or when released to work by their physician, or fails to request an extension of the leave, will be considered to have abandoned his/her job and will be terminated.
- E. While on leave of absence, seniority or other benefits do not accrue. The employee's anniversary date will be adjusted upon the employee's return from leave of absence, by adding the time away from work to the original anniversary date. This adjustment will not occur for individuals on an FMLA or military leave. Any benefits accrued prior to commencement of such leave will be restored to the employee upon the employee's return to work.

F. While on approved leave of absence for medical reasons, applicable insurance coverage will continue until the first of the following dates:

- (1) the last day of the month in which employees exhaust their PDL balance; or
- (2) the last day of the month in which ninety (90) days have expired from the beginning of the medical leave; or
- (3) the last day of the approved, qualified Family/Medical leave, not to exceed twelve (12) weeks in a calendar year, unless required by state law.

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

G. Employees facing or charged with a felony or other criminal offenses by federal, state, or local authorities will be placed on an unpaid leave of absence.

H. Leave for Union business: Upon thirty (30) days advance notice, a long-term leave without pay to accept employment with the union shall be granted by the Employer for up to one (1) year. No more than one employee shall be granted leave at any one time.

Upon four (4) weeks advance notice of intent to return to Oasis, the employee shall be returned to the position vacated, or one of comparable status and pay. An employee on authorized unpaid leave of absence for union business shall not have his/her anniversary or seniority adjusted if on leave less than six (6) months.

I. Military Leave: Employees enlisting or entering the military service, or training in any subdivisions of the Armed Forces of the United States, shall be granted all rights and privileges provided by the Selective Service Act of 1948, as amended, and any regulations there under.

ARTICLE 19 **HOLIDAYS**

1. Non-Introductory full-time employees employed on or after the effective date of this Agreement, shall receive the following holidays with pay at the employee's regular straight-time hourly rate for the employee's normally scheduled work day. Regular part-time employees who have successfully completed the introductory period will be eligible only if they are normally scheduled to work the holiday.

- New Year's Day

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- 2 Personal Days

The Personal Days shall be treated as follows: Effective on September 1, 2007 and July 1, 2008 and 2009, sixteen (16) hours PDL (a prorated amount for full-time employees working less than forty (40) hours/week and for part-time employees based on scheduled hours/week) shall be added to the employee's PDL balance, subject to maximum PDL limits (ref. Article 20). The Personal days may be used at any time during the following year, subject to supervisor approval. If the Personal Days are not used by June 30 of each succeeding year, the employee maintains the hours in the PDL balance.

2. If contractual holiday falls during a non-introductory regular full-time employee's vacation, the Employer will provide the employee with an extra day off at his/her regular straight-time hourly rate or add a day to the employee's PDL balance.
3. Holiday pay shall not be granted to employees who are on any of the contractual leaves of absence provided herein, layoff or otherwise not actively employed by the Employer at the time the holiday falls.
4. An employee who is scheduled to work on any of the contractual holidays set forth herein and does not work on that day shall forfeit holiday pay unless such absence is caused by a bona fide illness as substantiated by a doctor's certificate, if requested, or is otherwise excused by the Employer. Holiday pay shall be forfeited if such proof is requested and not furnished.
5. Employee schedules shall not be modified to circumvent payment of holiday pay.
6. Employees who work any holiday shall receive their regular rate of pay for hours worked on the holiday plus their regular rate of pay for holiday pay.

ARTICLE 20
PAID DAYS OF LEAVE (PDL)

1. Full time and regular part-time employees employed on or after the effective date of this agreement shall be eligible to receive PDL.
2.
 - A. PDL accrues on hours paid per pay period, up to a maximum amount per pay period and a maximum total amount. At no time will an employee's PDL balance exceed 180 (one hundred eighty) hours.
 - B. When an employee's balance reaches 180 (one hundred eighty) hours, the accrual will stop until the employee uses PDL hours to drop the balance below 180 (one hundred eighty) hours. In order to reduce PDL balance below 180 (one hundred eighty) hours, the employee must use PDL in increments of 40 (forty) hours.
 - C. Planned PDL (as vacation or other planned time off) may be used provided the employee has completed 90 (ninety) days of continuous employment, has a PDL balance and has the supervisor's approval to use PDL. PDL hours shall be taken for unplanned time off (as in sick time or not reporting to work on scheduled days) provided the employee has completed 90 (ninety) days of continuous employment.
 - D. Unused PDL hours will be paid out upon termination of employment.
 - E. Eligible employees accrue PDL at the following rate:

0-3 years of service (0-36 months) ---up to 15 days (120 hours)/year; 5 hours/pay period at a rate of .05769 hours PDL per hour worked.

3-6 years of service (37-72 months) ---up to 18 days (144hours)/year; 6 hours/pay period at a rate of 06923 hours PDL per hour worked.

6-10 years of service (73-120 months) ---up to 21 days (168 hours)/year; 7 hours/pay period at a rate of .08076 hours PDL per hour worked.

10+ years service (121 months+) ---up to 24 days (192 hours)/year, 8 hours/pay period at a rate of .09232 hours PDL per hour worked.

3. Unused PDL in excess of forty (40) hours may be paid out at the end of each calendar year at the request of the employee. Employees must make requests for payment of unused PDL in writing on or before December 1st for December 10 pay date.

ARTICLE 21
ADDITIONAL HOURS/OVERTIME ASSIGNMENTS

1. Filling vacant shifts, due to any reason, will first be accomplished by employment of regular employees who have indicated their interest in working additional hours by placing their names and availabilities on the facility "additional hours" list in the staffing office. Priority will be given, in seniority order, to regular employees whose working shifts will not incur an overtime burden to the Employer. If, after exhausting those employees there are still vacant shifts available, per-diem staff will be called in. In the event there are shifts available after per diem staff is exhausted, shifts will be offered to regular staff first at time and one-half the regular rate of pay, and if all such staff is exhausted, at double the regular rate of pay at the discretion of the Director of Nursing or Manager on Duty.
2. If there are still vacant shifts, those shall be assigned to the least senior employees still working.

ARTICLE 22
BEREAVEMENT LEAVE

Full-time employees will be granted up to three (3) consecutively scheduled workdays off with pay to attend the funeral upon the death of a member of their immediate family. For the purposes of this provision, the immediate family includes spouse, domestic partner, children, father, mother, brother, sister, grandparent, grandchild, and mother/father in-law.

ARTICLE 23
JURY DUTY

Full-time and all part-time employees summoned for jury duty will receive jury duty pay for up to ten (10) days. Employees will be paid the difference between their normal scheduled earnings and what they receive for jury duty pay. This compensation is exclusive of shift differentials and overtime. Upon completion of jury duty, employees must present documentation regarding pay received from the court.

ARTICLE 24
CALL-IN AND REPORTING TIME PAY

1. An employee called in to participate in non-scheduled tasks, training, or in-service education activities on a day on which they

are not scheduled, or who is called in to work for a second time in a workday, and who is furnished with less than two (2) hours of such activities, will be paid for two (2) hours. Exceptions such as medical reasons, acts of God or situations not under the Employer's control will not be compensated. This policy is in effect only if the facility has employee's correct telephone number and address.

2. When an employee is scheduled for work and does report on time as scheduled but is sent home at any time during a work shift due to lack of work, he/she shall be paid for half the usual or scheduled day's work. In no event for less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay, unless greater than four (4) hours were actually worked.

ARTICLE 25
401-K PLAN

The Employer shall provide the 401-K Plan under the same terms and conditions as for non-union employees.

ARTICLE 26
INSURANCE

1. Regular full-time employees will be eligible for Insurance Benefits on the first of the month coincident with or following ninety (90) days of employment.
2. Employees who do not elect coverage when first eligible will be eligible to join the plan as of the next open enrollment period or upon a qualifying life status change.
3. Employees may cancel (waive) coverage at any time effective the end of the month in which notification of cancellation is received, provided proof of alternative health care benefits is presented.
4. The Employer will notify the Union of any changes in carriers or coverage.
5. Employees may change coverage as of the open enrollment period each year. Employee contributions will be pre-tax.
6. The Employer will pay the total premium of "employees only" for the following benefit program.
 - a. Kaiser Permanente or Health Net Health Plans at the HMO "standard" level.
 - b. Delta Dental Plan (at the PPO Levels)

c. Vision Care (at the "Plus" level).

The Employer will pay one hundred percent (100%) of the scheduled premium for HMO "Standard" for "employee only" and fifty percent (50%) of the difference between dependent premiums (if applicable at HMO standard level) and "employee only" premium. Employee pays remaining premium based on selection of their coverage.

7. The Employer will provide full-time employees with Life Insurance equal to one (1) times their annual salary.
8. Newly eligible employees or current employees who provide proof (waiver form) of possessing health insurance through another source, shall receive fifteen dollars (\$15.00) per pay period in lieu of health benefits.

ARTICLE 27
WAGES

1. Effective September 1, 2007 all employees shall receive a four percent (4%) or forty-five cents (45¢) per hour (whichever is greater) salary increase.

2. Contingent upon the Employer receiving from Riverside County an amount allocated in its Fiscal Year 2008-09 contract for such increases

- a. Effective July 1, 2008, all employees will be placed on the wage scale (Appendix A) at the level and step closest to and above their current wage rate,

- b. Effective September 1, 2008, all employees shall move, on Appendix A, one step to their new rate (2% increase).

- c. Effective September 1, 2008 all employees shall receive an additional step increase on Appendix A on their anniversary date.

3. Contingent upon the Employer receiving from Riverside County an amount allocated in its Fiscal Year 2009-10 contract for such increases

- a. Effective September 1, 2009, all employees shall move, on Appendix A, from their current step one step to their new rate (2% increase).

- b. Effective September 1, 2009 all employees shall receive an additional step increase on Appendix A on their anniversary date.

4. In the event the Employer does not receive allocations sufficient to fund sections 2 and 3 above, as indicated by relevant portions of the Riverside County Department of Mental Health Personnel Services (Exhibit E), the parties agree to re-open wage negotiations at a mutually agreed upon time.

5. New Employees will be hired at the following Levels and Steps effective September 1, 2007:

	<u>Level</u>	<u>Step</u>
Cook	6	2
Food Service Worker	5	2A
Housekeeper	5	2A
Mental Health Worker	6	3
Unit Secretary	6	3
Licensed Vocational Nurse/ Licensed Psychiatric Tech	13 (*)	1
Rehabilitation Aide I	6	3
Rehabilitation Aide II	8	1
Staffing Coordinator	8	1
Maintenance Technician	9	1
Transportation Aide	8	1
Social Work Assistant	8	1
Health Information Tech.	8	1
New-hire Employees (continued)		
Office Assistant	8	1
Outreach/TAY Capt	8	1
Peer Supt. Coun.	6	3
Housing/Benefits Coach	6	3
Voc Workability Coach	6	3
Medical Records Clerk	6	3

(*) Per-diem LVN/LPT are paid a \$2.00 per hour differential.

Employees whose classification rate is below the new-hire rate as of September 1, 2007 shall have their rate increased to the new start rate.

The Employer reserves the right to hire new employees at rates above those indicated above when said employees possess experience in their classification above entry level. In such cases, the Employer shall provide advance notice to the Union, including the rationale. Union shall have two (2) working days to respond, during which time, Employer shall be available to meet and confer. The Employer agrees that, all other qualifications being equal, existing employees with the same levels of

experience as new employees shall be paid more than new employees, giving greater weight to the existing Oasis employee experience level.

6. Employees who work the night (NOC) shift shall receive an additional sixty five (\$.65) cents per hour for all hours worked on that shift. To qualify for the night (NOC) shift, a shift must start no earlier than 11:00pm and end no later than 7:30am.

7. Employees who work the evening (PM) shift shall receive an additional forty (\$.40) cents per hour for all hours worked on that shift. To qualify for the evening (PM) shift, a shift must start no earlier than 12:30 pm and end no later than 11:30 pm.

8. Promotions: An employee who is promoted shall receive a minimum of five (5%) percent salary increase upon the first day of the new assignment.

The base/hiring pay will determine a promotion. If the new position is in a higher pay status than what the employee was in, that will be considered as a promotion.

9. If an employee works temporarily in a classification with a higher start rate than the start rate of the employee's classification, the employee shall receive the entry rate of the temporary classification or five percent (5%) above the current rate of pay, whichever is higher, for all hours worked in the temporary classification.

ARTICLE 28 **SHIFT CHANGE**

1. Approval of change of shift requests by employees within the same classification shall not be unreasonably withheld if a vacancy exists on the shift so requested. If more than one (1) employee makes the same shift change request, the vacancy shall be filled by the employee with the greatest classification seniority. Notwithstanding the foregoing, bargaining unit employees shall have preference in filling vacancies on another shift in the classification in which she/he is then working over new employees, provided said bargaining unit employees bid on the vacancy within the specified time.
2. Shift changes initiated by the Employer shall be accomplished by the following procedure: first volunteers shall be sought and, if no volunteers, then the least senior employee in the classification may be changed.

ARTICLE 29
SUCCESSORSHIP

The parties agree that in the event the ownership or management of the Facility is changed by sale, merger, or in any other manner, this Agreement shall be included as a condition of such change or transfer and shall run to its conclusion as the contract of the successor company, applicable to the particular operation thus sold, merged or transferred. The Union likewise binds itself to hold this Contract in force to its termination and agrees that no part of this Agreement shall be assigned to any labor organization not a party hereto without the consent of the parties hereto.

ARTICLE 30
HEALTH AND SAFETY

1. The Employer agrees to provide a safe and healthful work environment for employees and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise level, adequate heating and cooling, maintain properly functioning and operating equipment and health and safety in general and that the Union will encourage, and the employees will practice, safe work methods.
2. The Employer will provide employees with infection control education and universal precautions training.
3. Provide annual baseline physical exams, and Hepatitis B shots vaccine for employees who so desire.
4. Safety Committee:

The purpose and function of the Safety Committee is to oversee the Hazard Surveillance, Preventive Maintenance, and Employee Safety Programs for the Facility. Its scope of authority includes the performance, evaluation, and following up of these program activities, and provides appropriate resources (both financial and educational) to achieve the safety goals for the Facility.

The Safety Committee is comprised of up to six (6) Employer appointed members and up to six (6) Union appointed members and meets on the Employer's time.

The Committee meets monthly and reviews all topics included on the standard agenda, as well as any other safety concerns pertinent to the Facility.

Minutes are taken at each meeting and permanently kept on file in the Administration Office. They are organized and readily available

for review at time of Facility inspection. Minutes should reflect a summary of the topics discussed, recommended actions, and follow-up evaluation of the effectiveness of the actions taken in resolving the problem.

The Safety Program should be reviewed annually, and goals established for the Facility to accomplish each year. Then progress toward those goals should be evaluated at least quarterly at the Safety Committee to continue movement toward achievement of the goal.

ARTICLE 31 **CONTINUING EDUCATION**

Eligible employees (as defined in each section below) may apply for reimbursement of expenses associated with (1) accredited coursework, (2) licensure renewal, and (3) courses providing continuing education units (CEUs).

1. Accredited Coursework

Eligibility

Upon completion of one (1) year of continuous full-time service, a full-time employee may request financial assistance for taking accredited educational courses. If an employee needs to change his/her employment status to part-time to complete course(s) subject to this education reimbursement, this must be approved in advance by the Administrator. Changing employment status to part-time status is subject to availability of a part-time position. The ability to again change status back to full-time after completion of course(s) is likewise subject to the availability of a full-time position.

Accreditation

Approved courses must be taken from an accredited institution. Accredited institutions are Western Association of Schools and Colleges (WASC)-approved universities and colleges; or approved professional schools; or institutions approved by the State Department of Education. The course(s) must be work-related or relevant to promotional opportunity within the Company. It is strongly suggested that the employee verify in advance with the Administrator that the course work will qualify for educational assistance.

Note: License or certification preparation courses are not included for reimbursement in this policy.

Reimbursement Available

Upon submission of approved documentation, eligible employees may be reimbursed for amounts up to the following based on length of service:

<u>Length of Service</u>	<u>Annual Reimbursement</u>
1-2 years (12 months-36 months)	\$500 per year
3 years and over (37 months and over)	\$1,000 per year

2. Licensure and Registration Renewal

Eligibility

The Employer shall reimburse employees in the following classifications for direct fees associated with renewal of their professional license or certification. Eligible employees must have completed one (1) full year of employment as either a regular full-time or regular part-time employee, or have completed a minimum three hundred (300) hours as a per-diem employee in the twelve (12) months prior to applying for reimbursement of license fees.

Covered classifications

- Licensed Vocational Nurse
- Licensed Psychiatric Technician
- Staff Licenses/Certifications as approved

3. Reimbursement for courses offering CEUs

Eligibility

The Employer will reimburse eligible employees for educational programs yielding CEUs. Eligible employees must have completed 90 (ninety) days continuous full-time or part-time service and be fully-licensed or certified in the discipline for which the CEUs are earned. Exceptions to this practice must be approved in advance by the Administrator.

Reimbursement of CEU-related programs are based on service time as follows:

<u>Service</u>	<u>Benefit</u>
1 st and 2 nd year of service	1 conference day plus up to \$100/year
3 rd and 4 th year of service	2 conference days plus up to \$200/year
5 th year of service and on	3 conference days plus up to \$300/year

Procedures for reimbursement of educational assistance associated with this article are the same as indicated in the Employer's Human Resources Policy, E-10).

ARTICLE 32
SCOPE OF BARGAINING

1. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
2. Therefore, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject of matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
3. No agreement, alteration, understanding variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall in be binding upon the parties hereto, unless such agreement is made and executed in writing by the Employer and the Union.

ARTICLE 33
SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

ARTICLE 34
NO-STRIKE CLAUSE

1. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, retarding of work or boycott, at any of the Employer's facilities or at any facility in which the Employer provides services, whether it be of a primary or secondary nature, or any other activities which interfere, directly or indirectly, with the Employer's operations and/or the operation of any facilities for which the Employer provides services for any reason. The Employer agrees that there shall be no lockout during the life of this Agreement.
2. The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other union.
3. The Employer shall have the unqualified right to discharge or discipline any or all employees who engage in any conduct in violation of this Article.
4. Any claim, action or suit for damages resulting from the Union's violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.
5. Any alleged violation of this Article shall be deemed to be an arbitrable dispute, except as provided for in paragraph (4) above, and shall entitle the Employer to seek an injunction, pending the decision of the arbitrator.
6. In addition to the above, should 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, whether it be of a primary or secondary nature, and/or any other activity which interferes, directly or indirectly, with the Employer's operation and/or the operation of any facilities for which the Employer provides services, the Union, within twenty-four (24) hours of a request by the Employer, shall:
 - A. Publicly disavow such action by the employees;
 - B. Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;

- C. Post notices on Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.
7. The Union's actions detailed above in sections 6A, 6B and 6C, and the performances thereof, shall not relieve the Union of liability for any damages suffered by the Employer as a result of the violation of this Article of the collective bargaining agreement.

ARTICLE 35
REIMBURSEMENT FOR DAMAGED PROPERTY

1. Reimbursement for the repair or replacement of damaged property is limited to a maximum of twenty five dollars (\$25.00) each for watches or articles of clothing. Reimbursement for prescription eyeglasses is an amount up to one hundred dollars (\$100.00) toward the cost of repaired or replaced eyeglasses. In the event two or more articles are damaged during an incident, the maximum allowance is one hundred twenty five dollars (\$125.00). Receipts for the repair or replacement of damaged property are required whenever a claim for reimbursement is submitted.
2. Employees are urged to dress for duty in comfortable, durable and inexpensive clothing, taking into account the need to meet professional standards.

ARTICLE 36
DURATION

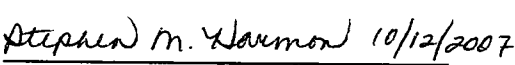
1. This Agreement shall be in full force and effective and shall remain operative and binding upon the parties, their successors or assigns for the period commencing September 1, 2007 and ending at 12:01 A.M. on September 1, 2010. In the event the Employer does not receive allocations from the County of Riverside sufficient to fund Sections 2 and 3 of Article 27 the parties agree to re-open negotiations for those sections at a mutually agreed upon time.
2. It shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Employer or the Union shall give to the other written notice by mail of its desire to modify or terminate this Agreement at least sixty (60) days prior to its expiration date.
3. When changes in the Agreement are proposed and subsequently agreed upon, they shall be reduced to writing and signed by both parties.
4. If either party seeks to modify or terminate the agreement or the parties fail to reach an agreement on the proposed changes by the annual


expiration date, the Agreement shall terminate unless extended in writing by mutual consent of the parties hereto.


IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day above written by its proper officers or duly designated representatives.

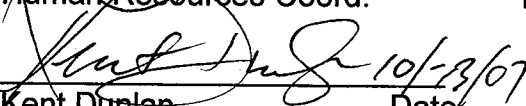
FOR THE EMPLOYER:


Norm Budman, Director
Human Resources
Date 10/12/07

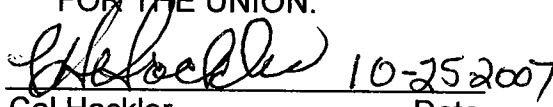

Stephen M. Harmon,
Administrator
Date 10/12/2007

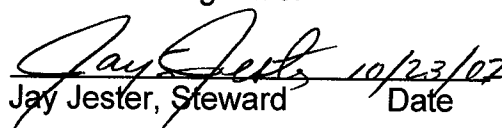

Dan Fleming, Regional
HR Manager
Date 10/18/07


Sunita Persaud,
Human Resources Coord.
Date 10-12-07


Kent Dunlap
Vice-President, Operations
Date 10-23/07

FOR THE UNION:


Cal Hackler,
Work Site Organizer
Date 10-25-2007


Jay Jester, Steward
Date 10/23/07


Mellani Lara
Bargaining Team Member
Date 10/23/07


Mario Garcia
Bargaining Team Member
Date 10-23-07

**OASIS REHABILITATION CENTER/SEIU
SALARY SCALE/APPENDIX A
9/1/08**

LEVEL	Step 1	Step 1A	Step 2	Step 2A	Step 3	Step 3A	Step 4	Step 4A	Step 5	Step 5A
4									8.18	8.34
5			8.00	8.16	8.32	8.49	8.65	8.83	9.00	9.18
6	8.46	8.63	8.80	8.97	9.15	9.33	9.52	9.71	9.90	10.09
7	9.30	9.49	9.67	9.87	10.06	10.26	10.46	10.67	10.88	11.10
8	10.23	10.43	10.64	10.85	11.06	11.29	11.51	11.74	11.97	12.21
9	11.25	11.48	11.70	11.93	12.17	12.41	12.65	12.91	13.16	13.42
10	12.38	12.63	12.88	13.13	13.39	13.66	13.93	14.20	14.48	14.77
11	13.62	13.89	14.16	14.45	14.73	15.03	15.32	15.63	15.93	16.25
12	14.98	15.28	15.58	15.89	16.20	16.53	16.85	17.19	17.52	17.87
13	16.48	16.81	17.14	17.48	17.82	18.18	18.54	18.91	19.28	19.66

LEVEL	Step 6	Step 6A	Step 7	Step 7A	Step 8	Step 8A	Step 9	Step 9A	Step 10	Step 10A
4	8.51	8.68	8.85	9.02	9.20	9.39	9.57	9.76	9.96	10.16
5	9.36	9.55	9.73	9.93	10.12	10.33	10.53	10.74	10.95	11.17
6	10.29	10.50	10.70	10.92	11.13	11.36	11.58	11.81	12.05	12.29
7	11.31	11.54	11.77	12.00	12.24	12.48	12.73	12.98	13.24	13.51
8	12.45	12.70	12.94	13.20	13.46	13.73	14.00	14.28	14.57	14.86

9	13.69	13.96	14.23	14.52	14.80	15.10	15.40	15.70	16.02	16.34
10	15.06	15.36	15.66	15.98	16.29	16.62	16.94	17.28	17.63	17.98
11	16.57	16.90	17.23	17.58	17.92	18.28	18.64	19.01	19.39	19.78
12	18.23	18.59	18.95	19.33	19.71	20.11	20.50	20.91	21.33	21.76
13	20.05	20.45	20.85	21.27	21.69	22.12	22.55	23.01	23.47	23.93
LEVEL	Step 10A	Step 11	Step 11A	Step 12	Step 12A					
4	10.16	10.36	10.57	10.78	10.99					
5	11.17	11.40	11.62	11.86	12.09					
6	12.29	12.53	12.78	13.04	13.30					
7	13.51	13.78	14.05	14.33	14.62					
8	14.86	15.15	15.46	15.77	16.08					
9	16.34	16.67	17.00	17.34	17.69					
10	17.98	18.34	18.71	19.08	19.46					
11	19.78	20.18	20.58	20.99	21.41					
12	21.76	22.19	22.63	23.09	23.55					
13	23.93	24.41	24.90	25.40	25.91					