

AGREEMENT BETWEEN
SEIU LOCAL 721, CtW, CTC
AND
CLINICA MSR. OSCAR A. ROMERO

This Agreement is made and entered into as of the 1st day of October 2008, by and between **CLINICA MSR. OSCAR A. ROMERO**, hereinafter referred to as the “Clinic,” and **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, CtW, CTC**, hereinafter referred to as the “Union.”

ARTICLE 1
RECOGNITION

Section 1.1 Recognition. The Clinic recognizes the Union as the exclusive representative of the following bargaining unit for purposes of collective bargaining with respect to wages, hours and conditions of employment: All full-time and regular part-time nonprofessional employees employed in the classifications set forth in Article 15, Section 1.

As used herein, the term “Employee” shall refer to an individual employee in the bargaining unit.

Section 1.2 Relocation, New Facilities, Accretion. In the event the Clinic relocates its facility, pursuant to the Articles of Incorporation and by-laws, Employees of such new facility who are employed in capacities designated as bargaining-unit classifications shall be covered by this Agreement. Any new facility hereafter opened and/or operated by the Clinic and employing Employees in classifications covered by this Agreement shall be deemed an expansion of the Clinic’s facilities and an accretion to the existing bargaining unit and such new facility or facilities shall be automatically covered by the provisions of this Agreement.

Section 1.3 Performance of Bargaining-Unit Work. Bargaining-unit work shall not be performed except by Employees. In cases of emergency, occasional operational needs such as for instruction or the set up of new equipment, and when there is an insufficient number of Employees available, nonbargaining-unit employees of the Clinic may perform bargaining-unit work. Such assignments will be made on a temporary, not ongoing, basis.

Section 1.4 Work Assignments to Bargaining-Unit Employees. The Clinic may assign any Employee to perform work outside his/her normal job duties and/or departments as operating conditions warrant, provided the Employee is qualified to perform the work involved safely. No job classification shall have exclusive ownership of any task, job, tool or equipment.

ARTICLE 2

UNION SECURITY

Section 2.1 Condition of Employment. As a condition of employment, all Employees included in the bargaining unit hired on or after the date this Agreement is executed shall, on the thirty-first (31st) day following the beginning of such employment, be required to either become members in good standing with the Union or pay an agency fee.

The Employee who elects to become a member of the Union shall have his/her membership maintained as a condition of continued employment for the duration of this Agreement. The Employee who elects to pay an agency fee shall have his/her fee continued to be paid as a condition of continued employment for the duration of this Agreement, unless the Employee thereafter elects to become a member of the Union, in which case such membership shall be maintained for the remaining duration of this Agreement.

The agency fee shall be an amount equivalent to the normal amount of dues and initiation fees paid by Employees less any portion, which is allocated to purposes such as insurance for which nonmembers are not eligible.

Section 2.2 Discharge for Violation of Section 1. Employees who are required hereunder to maintain membership in the Union and fail to do so, and Employees who are required hereunder to pay an agency fee and fail to do so, shall, upon notice of such fact in writing from the Union to the Clinic, be terminated within ten (10) workdays of such notice.

Section 2.3 Notification to New Employees. The Clinic shall, at the time of hire, inform each new Employee coming under the coverage of this Agreement of the existence and provisions thereof. Within fourteen (14) calendar days from the date of hire, the Clinic shall give written notice to the Union of any newly hired Employee and his/her full name, address, telephone number, Social Security number, date of hire, job classification and rate of pay.

Section 2.4 Check off - Deduction of Dues. Upon receipt of an individual, voluntary, written, and unrevoked check off authorization from an Employee, the Clinic will deduct from the pay of such Employee during the second pay period of each calendar month a sum equal to that Employee's Union monthly membership dues which fell due during the immediately preceding month and only so long as such Employee was employed by the Clinic at the time such obligation became due. In no event shall any deduction be made for any amount which became due with respect to any Employee prior to that Employee's date of hire or the date of execution of this Agreement, whichever is later.

Section 2.5 COPE Check off. The Clinic hereby agrees to honor contribution deduction authorizations from its Employees who are Union members in the following form:

I hereby authorize the Employer to deduct from my pay the sum of from each of my regular paychecks and to forward that amount to the Union's Committee on Political Education (COPE). This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Union's COPE are not conditions of membership in the Union or

of employment with the Employer and that the Union's COPE will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

An Employee may revoke his/her COPE authorization at any time by so notifying the Union and the Clinic in writing. Within four (4) days of receipt of an Employee's revocation of COPE authorization, the Clinic will cease making COPE deductions from that Employee's paycheck.

Section 2.6 Remittance. The Clinic shall remit to the Union the sums that are deducted under Sections 1, 4 and 5 of this Article by the last day of each calendar month.

Section 2.7 Acceptance Into Membership. The Union will accept a continuing membership for Employees within the bargaining unit upon the same terms and conditions as those required of all other members and applicants for membership.

Section 2.8 Indemnification. The Union shall indemnify the Clinic and hold it harmless against any and all demands, suits, claims and liabilities that might arise out of any action that may be taken by the Clinic for the purpose of complying with the provisions of this Article.

Section 2.9 Traditional Tenet or Teachings. An Employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a union, or who certifies that he/she holds such religious beliefs, shall not be required to join or financially support the Union. Such Employee shall, in lieu of periodic dues or agency fees, as required by this Agreement, pay sums equal to agency fees to one of the following three nonreligious and nonlabor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code:

1. Homeless Health Care Los Angeles
2. AIDS Project Los Angeles
3. The United Way

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

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

ARTICLE 3

NONDISCRIMINATION, DIGNITY, RESPECT AND COOPERATION

Section 3.1 Nondiscrimination. The Clinic and the Union agree that no Employee or applicant for employment shall be discriminated against with the implementation of this Agreement or by any other terms and conditions of employment with regard to age, ancestry, color, creed, disability, marital status, medical condition, national origin, physical handicap, race, religion, sex, sexual orientation, Union membership, or for any reason prohibited by state or federal law. Nor shall any applicant or Employee be discriminated against because he/she is a veteran.

Section 3.2 Dignity, Respect and Cooperation. The Union and the Clinic agree that all supervisors, Employees and other persons who work at the Clinic will treat one another with dignity, respect and cooperation, regardless of position, affiliation or profession.

ARTICLE 4

UNION RIGHTS

Section 4.1 Access of Union Field Representative. Duly authorized Union Field Representatives shall be permitted at all reasonable times to enter the facilities operated by the Clinic for the purpose of transacting Union business and observing conditions under which Employees are employed; provided, however, that the Field Representative first gives advance notice by 6:00 p.m. of the previous business day to the Executive Director or designee of his/her impending visit. No interference with the patients or the work of the Employee shall result from the visit.

Any consultation with Employees shall occur only on approved time (i.e., time approved by the Employee's supervisor, breaks, lunch, or before or after the Employee's work hours) and only in approved or nonworking areas. Such approval will be subject to staffing and scheduling needs, but shall not be unreasonably denied. The Union may use the Clinic's facilities for meetings if approved by the Executive Director or designee in advance.

Section 4.2 Union Stewards. The Clinic recognizes the right of the Union to select a reasonable number of Union Stewards. The number of Stewards shall not exceed one (1) per thirty (30) Employees in the bargaining unit. The Union may also select one (1) Alternate Steward for each Steward, who shall perform the Steward's functions when the Steward is absent. To prevent interruption of the Clinic's services, no more than one (1) steward shall be selected from the same department. The current stewards, Mario Alfaro, Idalia Xuncax, and Mariana Francisco, may remain as stewards even if they work in the same department.

The Clinic agrees that there will be no discrimination against authorized Union Stewards because of Shop Steward duties. The Union shall provide the Clinic with a written list of Union Stewards after their designation, and shall notify the Clinic of changes as they occur. Stewards shall notify and receive approval from their immediate supervisor before leaving their workstation to conduct Union business, including attending Union meetings or grievance

meetings. Such approval shall not be unreasonably denied. No more than one (1) Steward shall be released from work-related duties in any given unit or department, except at the discretion of the Steward's direct Supervisor or by mutual agreement.

Upon advance written request, and subject to staffing and scheduling needs, the Clinic will provide up to three (3) days with pay per calendar year to each Union Steward for the purpose of participating in Union education programs. Only one Union Steward may be absent to attend Union education programs at a time.

Upon advance written request and subject to supervisor approval, duly recognized shop stewards will be permitted to leave their normal work to attend a monthly Shop Steward meeting. No more than one (1) hour of such release time per month will be allowed and approved by supervisors. Stewards not scheduled to work will not receive pay for attendance at such meetings. The one hour of paid release time will not be counted for purposes of calculating overtime.

Section 4.3 Bulletin Boards. The Clinic shall provide two (2) bulletin boards (at least 36 x 48 inches), which shall be located in any area which will ensure access by Employees, and which shall be used for the purpose of posting Union information and notices. The bulletin boards will be clearly marked as Union bulletin boards.

Section 4.4 New Hire Union Notification. The Clinic shall provide an orientation to all new Employees hired filling a bargaining unit job classification upon hire. At the orientation, the Clinic shall provide the Employee with information on employer benefits, a copy of his/her job description, and any other information regarding the Employee's employment with the Clinic. At the orientation, a Union representative who is not on paid time by the Clinic shall be provided a reasonable amount of time, not to exceed thirty (30) minutes, to explain the coverage of this Agreement, the obligations of Union membership and any other information regarding the Union.

Section 4.5 Union Leave. Upon thirty (30) calendar days prior written notice to the Employee's direct supervisor, the Supervisor or Executive Director may grant up to two (2) weeks' time off for up to two (2) Employees per year to attend Union conferences, conventions or training sessions. Permission shall not be unreasonably denied. No more than one (1) person in any given job classification will be granted Union leave at the same time. This time off may be charged to vacation, holiday or time off without pay, as the Employee so elects.

ARTICLE 5

MANAGEMENT RIGHTS

The Clinic retains the right to manage and direct its work force. Except as explicitly limited by a specific provision of this Agreement, the Clinic shall continue to have the exclusive right to take any action it deems appropriate in the management of its business and direction of the work force in accordance with its judgment. All inherent and common law management functions and prerogatives which the Clinic has not expressly modified or restricted by a specific written provision of this Agreement are retained and vested exclusively in the Clinic.

The Clinic specifically reserves the exclusive and unilateral right in accordance with its judgment to make decisions concerning: hiring, discharge and rehiring; the decision to layoff; the decision to recall (including the number of persons recalled); transfer; assessment of job skills, ability, qualifications and experience; supervision and direction of staff, methods of operation, work hours, schedules and staffing levels; services to be provided by the Clinic to its clients and oversight of the provision of services; the use of equipment and other property of the Clinic; technological changes; management of Clinic business, fundraising and grant applications; restructuring or reorganization of the Clinic; the number, location and operation of the Clinic's facilities, programs and departments, including relocation, expansion or reduction of the Clinic, department or program within the Clinic; closure of its facility or any part thereof; the creation or modification of a job classification, department, facility operation or service; conforming existing programs to the requirements of grant contracts, statutes, regulations, ordinances or codes; and changes in Clinic licensure.

ARTICLE 6

SENIORITY

Section 6.1 Definition. Seniority shall mean the length of continuous service, less unpaid absences over thirty (30) days, during the Employee's most recent employment with the Clinic. Casual employees shall not accrue seniority.

Section 6.2 Full-Time Employees. Full-time Employees are defined as those Employees normally assigned to work thirty-two (32) hours or more per week.

Section 6.3 Part-Time Employees. Part-time Employees work less than thirty-two (32) hours per week and are normally employed a minimum of twenty (20) hours per week, but shall be guaranteed a minimum of sixteen (16) hours per week. When a part-time Employee cannot be scheduled to work the minimum of sixteen (16) hours in a given week within his/her normal job classification, the Clinic will attempt to schedule the part-time Employee with additional hours in a job outside of that Employee's job classification if the Employee has the skills, ability, qualifications and training necessary to perform the job. Whenever a part-time Employee is so scheduled, he/she shall be paid at his/her normal rate or the rate designated for the outside job, whichever is greater.

Section 6.4 Casual Employees. Casual employees are defined as those who work on a temporary basis and are not eligible for benefits. Such casual employees may be hired only as substitutes for regular Employees who are on leave or to fill a temporary need during periods of increased work, provided casual employees shall not displace Employees. Casual employment shall not exceed one hundred eighty (180) calendar days, unless the casual employee has been hired to cover for a permanent, full- or part-time Employee on an approved leave, in which case the casual employee shall be permitted to remain until the Employee he/she is covering for returns from leave or ends his/her employment with the Clinic. Students on an educational program may be placed at the Clinic as casual employees for up to one (1) year, provided they are not displacing Employees. Casual employees may be discharged without cause and without recourse to the grievance-and-arbitration procedures.

When the Clinic needs to hire casual employees to do bargaining-unit work, it shall first notify the Union of such need. The Union may provide the Clinic with a list of Employees available for casual work. This list shall be composed of part-time or laid-off Employees who are qualified to perform the available casual work. The Union shall provide this list within forty-eight (48) hours after notice by the Clinic of a need for casual workers. If the Union fails to provide such a list within forty-eight (48) hours, the Clinic may hire the needed casual employees from any source. The list of casual workers offered by the Union may not be composed of full-time regular Employees. The Clinic will utilize those persons on the list that it determines possess the skills, abilities and qualifications to do the job before hiring from other sources.

Section 6.5 Probation. Each new full-time or part-time Employee covered by this Agreement shall be considered a probationary Employee for the first ninety (90) calendar days of employment and may be disciplined or discharged without cause and without recourse to the grievance-and-arbitration procedures within that period. The Clinic will provide training to probationary Employees, as appropriate, depending on the nature of the job. Such training may, from time to time as deemed appropriate by the supervisor, include counseling, feedback, and evaluation of the Employee's performance. Upon satisfactory completion of the probationary period, the Clinic may discharge or otherwise discipline Employees for just cause only.

Section 6.6 Loss of Seniority. Employees shall lose their seniority upon discharge, quitting, continuous layoff for two (2) years or, if after being laid off, the Employee does not return to work within ten (10) workdays after receipt of certified written notice to return. Employees shall notify the Clinic in writing of any change in address during this time period, and the Clinic's obligation to provide written notice of return is satisfied by sending such notice to the Employee's last known address.

Section 6.7 Job Posting and Bidding. Current qualified Employees shall be given first consideration for openings. Prior to filling any job vacancy within the bargaining unit, the vacancy shall first be posted by the Clinic on the Union bulletin boards at all Clinic facilities. The job postings shall include a job description, the job location, department, classification and pay, and shall indicate whether it is a part-time or full-time position and list the qualifications required for the job. The job postings shall be posted a minimum of five (5) workdays prior to the job being filled. The Clinic shall accept applications and resumes from individuals meeting the minimum requirements for the job to be filled during this five (5) workday posting period. When an existing Employee has not given the Clinic proper notice (i.e., two (2) weeks notice prior to quitting and creating the vacancy question), the Clinic may fill said vacancy on a temporary basis while this posting procedure is engaged. Nothing herein shall prevent the Clinic from seeking to fill such vacancy with a non-Employee applicant. When the skill, ability and qualifications of the job applicants are equal, the jobs shall be awarded to the applicant with the greatest bargaining-unit seniority.

An Employee who successfully bids into a higher paying job shall undergo a sixty (60) calendar day trial period. During that period, the Employee shall be given an evaluation approximately midway through the trial period. Should management judge that the Employee does not meet the requirements of the new position during the trial period, he/she shall be returned to his/her former position without loss of seniority or benefits. Should the Employee

decide not to continue in the new position during the trial period, he/she shall be returned to his/her former position, but the Clinic need not consider that Employee's bid for any job classification for a period of six (6) months after the date he/she returns to his/her former position.

If an Employee successfully bids into an equal or lower paying job classification, the Clinic need not consider that Employee's bid for any job classification for a period of six (6) months.

Section 6.8 Seniority Lists. The Clinic shall furnish the Union Field Representative, at reasonable times, with a list of Employees' seniority dates, names, current addresses, departments and job classifications. Each month, the Clinic will provide the Union Field Representative with an updated list of Employees who have been terminated or who began a leave of absence in the previous month with pertinent dates, the reasons (whether "personal" or "for cause"), and the current or former job classification of the Employees.

Section 6.9 Layoffs. In any layoff and rehiring, the principle of overall seniority shall govern, provided that skill, ability and qualifications are equal. Seniority shall be applied on a classification-by-classification basis, and Employees shall be laid off in an inverse order of seniority. Senior Employees can "bump" less senior Employees. An Employee can "bump" either within his/her current classification or any lower classification for which he/she has the skill, ability and qualifications to do the job. In the event of a layoff of an Employee, the Clinic will give at least two (2) weeks written notice to the Employee and the Union Field Representative prior to the layoff date, or two (2) weeks pay to the Employee. At the time of layoff, the Employee shall be paid any and all accrued vacation.

An Employee on layoff status shall have the right to be rehired for twelve (12) calendar months from the date the Employee was placed on layoff status. Rehire shall occur in order of seniority if the Employee to be rehired has the skill, ability and qualifications to do the job in accordance with this provision. No new Employee shall be hired until qualified laid-off Employees have been rehired, if available for rehire.

The determination of comparable skill, ability and qualifications referred to in this Article is subject to the grievance-and-arbitration provision of this Agreement and is subject to review by the arbitrator. Management's determination of skill, ability, and qualifications shall be overturned only if the grievant shows that he/she has substantially superior skills, abilities, and qualifications to the person that management selected.

ARTICLE 7

DISCIPLINE AND DISCHARGE

Section 7.1 Just Cause. No non-probationary Employee shall be discharged or disciplined without just cause. If the facts upon which a discharge could be based are incomplete, the affected Employee may be suspended without pay for no more than seven (7) days pending an investigation of the facts; after the investigation, the Clinic may take any further disciplinary action, including discharge, that it deems appropriate; provided, however, that any

discharge or discipline shall lie subject to the grievance and arbitration procedures of this Agreement. If the Clinic determines after the investigation that the facts upon which a discharge could be based point to the Employee's innocence, the Employee is entitled to receive back pay for the period during which the Employee was suspended without pay while the investigation was pending.

Section 7.2 Disciplinary Procedures. The normal steps in progressive discipline shall be (1) verbal warning, (2) written warning, (3) suspension, and (4) termination, but in extreme situations, the Clinic may impose discipline at any of the above steps depending on the severity and circumstances of the specific infraction. Any discipline shall be presented to the Employee within one hundred twenty (120) days of the infraction or within forty five (45) days of the date when the Clinic became aware or should have reasonably become aware of the infraction.

Section 7.3 Right to Representation.

Investigatory Meeting. The Clinic shall notify a Steward of any investigatory meeting involving an Employee. If the notified Steward cannot attend the investigatory meeting, another Steward, or Alternate and the supervisor of that Steward, shall be notified of the meeting. The Steward may be present at any such meeting to represent the Employee unless the Employee specifically and in writing declines the representation or the presence of the Steward.

Disciplinary Meeting. The Clinic shall notify a Steward of any meeting at which the Employee will be disciplined or discharged. If the notified Steward cannot attend the disciplinary meeting, another Steward, or Alternate and the supervisor of that Steward, shall be notified of the meeting. The Steward may be present at any such meeting to represent the Employee unless the Employee specifically and in writing declines the representation or the presence of the Steward.

Section 7.4 Notice. Any form of discipline shall be confirmed in a document that states the reasons for the discipline. The document shall be provided to the Employee and, within five (5) days of issuance, to the Union Steward and Field Representative. An Employee shall have the right to rebut in writing any such document, and any such rebuttal shall be placed in the Employee's file.

Section 7.5 Employee Acknowledgement. The parties agree that good personnel practices include having the Employee acknowledge receipt of any written discipline by signing it (such signature confirming only the Employee's receipt of the discipline) or having the supervisor and another witness acknowledge that the Employee refused to sign. The failure to follow such a practice shall not be dispositive but may be taken into consideration by an arbitrator in any arbitration regarding such discipline. Any written discipline shall contain the following language above the location for the Employee's signature: "I have read and acknowledge receipt of this notice."

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

Section 8.1 Purpose.

The purpose of this Article is to provide an orderly procedure for the prompt settlement of all disputes over the administration, application, or interpretation of the express provisions of this Agreement. Any and all such disputes are subject to the grievance procedures set forth in this Article and shall be initiated as a grievance, pursuant to the terms and conditions of this Article, by an Employee or Employees adversely affected by the matter which is the subject of the grievance, or by the Union or the Clinic. The Union agrees to encourage an Employee to discuss his/her complaint with his/her immediate supervisor before filing a grievance. The Clinic agrees to encourage the supervisor to meet with the Employee at a mutually satisfactory time to discuss the complaint.

Section 8.2 Time Limits and Extensions. For purposes of this Article, a day shall be defined as any day Monday through Friday, excluding holidays. Any of the time limits referred to in either the grievance or arbitration sections of this Agreement may be extended by mutual agreement of the Union and the Clinic and shall be confirmed in writing.

In the event the party against whom the grievance is filed fails to respond to the grievance within the time limits specified, the grievance shall automatically advance to the next step of the grievance procedure. If the appropriate representative, as designated below, fails to appeal from one step to the next step within the time limits established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision.

Section 8.3 Grievance Paid Time Off. Employees, including Stewards, shall not lose pay while attending grievance meetings and arbitration hearings. Reasonable paid time off will be granted for Stewards and grievants to investigate and prepare grievances. Stewards and Employees shall request and receive approval for such time off from their immediate supervisor before taking such time off. Such approval shall not be unreasonably denied.

Section 8.4 Grievance Procedure.

Step One

Except for grievances concerning suspensions over five (5) days or discharge, grievances shall be submitted in writing to the grievant's immediate supervisor within fifteen (15) days after the grievant had knowledge, or should have had knowledge, of the event. The grievance shall state clearly the specific action(s) being grieved, the Article(s) of this Agreement violated and the remedy requested.

Within five (5) days after submission of the grievance, a grievance meeting will be held with the immediate supervisor. The Employee shall be accompanied by his/her Steward, unless the right to be represented by a Steward is expressly waived in writing.

The immediate supervisor shall respond in writing to the grievant and the Steward within ten (10) days after the grievance meeting.

If a satisfactory settlement is not reached:

Step Two

In order for a grievance to be considered further, the Steward or Steward's designee must appeal the Step-One decision within ten (10) days. The appeal shall be in writing, shall include the reason for the appeal, and shall be presented to the Human Resource Director or such other person that the Clinic may designate.

Within five (5) days after submission of the appeal, a meeting will be held with the Human Resource Director or such other person that the Clinic may designate. The Employee shall be accompanied by his/her Steward and the Union Field Representative.

The Human Resource Director or such other person that the Clinic may designate shall respond in writing to the grievant, the Steward and the Union Field Representative within ten (10) days after the grievance hearing.

Step Three

In order for grievances that are not related to suspensions over five (5) days or discharges to be considered past Step Two, the Union Field Representative or designee must appeal the Step Two decision within ten (10) days. The appeal shall be in writing, shall include the reason for the appeal, and shall be presented to the Executive Director.

Within five (5) days after submission of the appeal, a meeting will be held with the Executive Director. His/her Steward and the Union Field Representative shall accompany the Employee.

The Executive Director shall respond in writing to the grievant, the Steward and the Union Field Representative within ten (10) days after the grievance hearing.

Section 8.5 Grievances Initiated at Step Three.

(a) **Suspensions Over Ten Days and Discharges.** All grievances regarding suspensions over ten (10) days and discharges shall be initiated at Step Three by the Union Field Representative. Such grievances shall be filed within thirty (30) days of the Employee's receipt of written notice of such discipline.

(b) **Union and Clinic Grievances.** Union and Clinic grievances shall be initiated at Step Three of the grievance procedure, except that the Clinic shall submit its grievance in writing as prescribed in the grievance procedure to the General Manager of the Union. The grievance shall be submitted within ten (10) days after the party initiating the grievance knew of, or should have known of, the event.

The parties shall meet within ten (10) days, unless the parties mutually agree to extend the deadline. The party to whom the grievance is directed shall provide a written response to the grievant. If satisfactory settlement is not reached, the issue may be moved by the grieving party to arbitration.

Section 8.6 Grievance Mediation. Grievance mediation shall serve as a form of alternate dispute resolution for only those grievances that meet the requirements for submission to arbitration as set forth in Article 8, Section 8.4 of this Agreement. Both the Union and the Clinic must mutually agree, in writing, to submit a qualifying grievance to grievance mediation. The grievance mediation procedure does not supersede the provisions of Article 8, Section 8.4 of this Agreement regarding Grievance Procedure.

After completion of Step 3 of the Grievance Procedure set forth in Article 8, Section 8.4 of this Agreement, and by the mutual agreement of the Union and the Clinic, the Union and the Clinic may jointly request the assistance of a mediator from the State Mediation and Conciliation Service to aid in resolution of the grievance. In the event of such a request, the Union and the Clinic agree to schedule the grievance mediation at the earliest date that the selected mediator is available and is mutually agreeable to the Union and the Clinic.

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

In the course of a grievance mediation, the mediator shall serve only to assist the Clinic and the Union in reaching an agreement. In doing so, the mediator may provide the Union and Clinic with a private, informal and non-binding assessment of the procedural and substantive merits of the grievance, including an assessment of how the grievance would be decided by an arbitrator. Under no circumstances shall the mediator have authority to impose a settlement or require any action to be taken by the Clinic, the Union or the grievant.

If the Union and the Clinic are able to reach a final settlement of the grievance during the grievance mediation process, such agreement shall be reduced to writing and signed by the grievant, the Union and the Clinic. Final settlements shall not be published and shall not serve as precedent for handling, resolving or settling any other grievance.

The Union and the Clinic agree that no record (stenographic, video or otherwise) of the grievance mediation session(s) will be made. In addition, neither the Union nor the Clinic shall be represented by counsel at such a grievance mediation. Neither the Union nor the Clinic shall file any pre or post mediation briefs with the mediator.

Section 8.7 Arbitration. In case of failure of the parties to reach a satisfactory decision using the grievance procedure, a grievance may be appealed by the Union or the Clinic to arbitration by written notice to the other party within thirty (30) days after the issuance of the decision of the Executive Director of the Clinic or of the General Manager of the Union.

An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached, the party appealing the grievance to arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said panel, the parties shall select an arbitrator by alternately striking names, with the nongrieving party striking the first name.

The costs of the arbitrator and arbitration proceedings shall be shared equally by the Clinic and the Union. The cost of a transcript of the proceedings shall be borne by the party requesting such transcript, unless the parties agree to share the cost.

Neither the Union nor the Clinic will participate in conduct calculated to exacerbate the conflict pending final adjudication by the arbitrator.

The decision of the arbitrator shall be final and binding on all of the parties involved. The power and authority of the arbitrator shall be limited to applying and interpreting the express terms of the Agreement. The arbitrator shall not have the authority to establish, change or otherwise deal with rates of pay assigned to existing classifications; shall not have the authority to create new classifications; and shall not have the authority to otherwise add to or subtract from, or to change or modify, any of the terms and conditions of this Agreement.

At the arbitration hearing, each side must present all of the facts that it intends the arbitrator should consider in making his/her ruling. No facts may be presented after the hearing for the consideration of the arbitrator, except for newly discovered evidence or by consent of the opposite party. Post-hearing briefs may be filed but will be based only on the facts introduced at the hearing.

ARTICLE 9

NO STRIKE/NO LOCKOUT

Section 9.1 Strikes. The Union, its agents and the Employees it represents agree that there shall be no strike, work stoppage, or any other interference with Clinic operations, or any picketing or any refusal to enter upon the Clinic's premises during the term of this Agreement.

The Union, its officers, agents, representatives and members shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sitdown, sit-in, slowdown, cessation, stoppage or interruption of work or boycott, or ratify, condone or lend support to any such conduct or action.

Section 9.2 Lockout. The Clinic agrees that there shall be no lockout of its Employees during the term of this Agreement. The closing down or curtailment of any operation for business reasons shall not be construed as a lockout.

Section 9.3 No Slowdown/No Speedup. Neither the Union nor any Employee shall engage in any slowdown during the term of this Agreement. The Clinic shall not engage in any speedup during the term of this Agreement.

ARTICLE 10

HOURS OF WORK

Section 10.1 Work Hours. Work hours for nonexempt hourly Employees shall be posted at the beginning of each month. The Clinic will make every attempt to adhere to the posted schedules, but reserves the right to make changes with forty-eight (48) hours notice to the affected Employees, provided that, if more than one Employee is qualified to perform the necessary work without resulting in overtime: (1) the Clinic will first seek volunteers before changing an Employee's schedule involuntarily, and (2) an Employee whose schedule is involuntarily changed may, with the Clinic's approval, arrange for another qualified Employee to perform the work.

Section 10.2 Workweek. The workweek shall be from Monday to Saturday. However, if the Clinic should open on Sunday, the workweek shall be from Sunday to Saturday.

Section 10.3 Workday. An Employee's workday shall begin at the start of his/her shift and shall end at the end of his/her shift, or when released from work.

Section 10.4 Travel Time. All time traveling directly between the Clinic's facilities and to any facility other than the Employee's regular work facility during a workday will be counted as time worked.

Section 10.5 Split Shifts. The policy of the Clinic is to avoid split shifts. However, when the requirements of efficient operations are such that it is deemed necessary by the Clinic to schedule split shifts, a premium of Seventy-five Cents (75¢) per hour for the hours worked that day shall be paid to the Employee.

Section 10.6 Daily/Weekly Overtime. For all nonexempt Employees who are paid by the hour, all hours worked in excess of eight (8) in any day or in excess of forty (40) in one week shall be paid at the overtime rate of one and one-half (1/2) times the straight-time hourly rate. Employees shall be paid two (2) times the straight-time hourly rate for all work on their seventh (7th) day of work in any workweek. Paid time off, such as vacations, holidays, and sick leave, do not count as time worked for computing overtime.

Employees who are regularly scheduled to work no less than forty (40) hours per week may convert their overtime into compensatory time off at the same rate as the overtime and shall take the paid time off in the same increments. An Employee may accrue up to sixteen (16) hours of compensatory time off per month. In no event shall an Employee accrue in excess of two hundred forty (240) hours of compensatory time off. An Employee desiring to use overtime as compensatory time off must make such a request in writing. Compensatory time off requested by an Employee shall be granted, subject to patient care and operational necessity, at times most desired by Employees with preference as to choice based on seniority. Upon the Employee's request, the Employee will be paid in cash in lieu of compensatory time off for any compensatory time off that has accrued for at least two (2) pay periods. At the end of each year, any compensatory time off earned and requested but not granted shall be cashed out at 100% of its value. Upon termination of employment, any earned but unused compensatory time off shall

be cashed out at the higher of (a) the average regular rate the Employee received during his/her last three (3) years of employment; or (b) the Employee's final regular rate.

Section 10.7 Rest Periods. All Employees shall be entitled to a paid fifteen (15) minute rest period during each four (4) hour period of work. Employees working eight (8) hour shifts shall be entitled to two (2) paid fifteen (15) minute rest periods.

Section 10.8 Meal Breaks. Each Employee assigned to work more than five (5) hours in a day shall be entitled to an unpaid, uninterrupted meal period of one (1) hour during that day.

Section 10.9 Flexible Hours. An Employee who finds that flexible hours are necessary may arrange to schedule such hours with approval of his/her supervisor or the Executive Director. Flexible hours cannot be guaranteed but shall not be unreasonably denied or withdrawn. An Employee who requests and receives approval for flexible hours is eligible for overtime pay of one and one-half (1/2) times the regular hourly rate only for any hours worked over forty (40) in a given workweek.

Section 10.10 Nighttime Differential. All hours worked after 7:30 p.m. and before 7:00 a.m. shall be paid at an additional five percent (5%) above the Employee's regular hourly rate. Employees regularly scheduled during these hours will not be subject to a nighttime differential premium.

Section 10.11 Disaster Provisions. Because of the nature of a medical care organization, it is recognized that a major community disaster could require the services of the Clinic and its facilities far beyond those normally provided. In the event of such a disaster, hours of work, overtime and premium pay will be inapplicable during the period of such unusual demands caused by this disaster to the extent permitted by law. Employees shall not be required to report to work as scheduled during the time of such a disaster. In the event of such a disaster, Employees are encouraged to report to work as they are able.

ARTICLE 11

PAID LEAVES

Section 11.1 Calculation and Accrual of Paid Leaves. All paid leaves are based upon a forty (40) hour workweek and prorated accordingly. Paid leaves accrue each pay period and are prorated according to the number of paid hours compared to the number of hours eligible to be worked in that pay period. This accrual method applies to all Employees regardless of full-time or part-time status.

The rate of pay for paid leaves will be based upon the average number of paid hours per day for the immediately preceding pay period. The average number of paid hours per day shall be calculated by dividing the total number of paid hours in the immediately preceding pay period by the total number of days scheduled in that time.

Section 11.2 Holidays. All Employees are eligible to receive holiday pay for the following twelve (12) holidays each year:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King Jr. Birthday
4. Msr. Romero Remembrance Day (March 24)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. Employee's Birthday

Each year, the Clinic and Union shall agree on a Holiday schedule for the subsequent year, no later than December 15 of the year prior to that for which the Holiday schedule will be in effect. Holiday pay will be paid only to Employees who work their scheduled workday immediately prior to and immediately after the holiday, or who are on pre-approved scheduled leave. If an Employee illness occurs on the day immediately prior to or immediately after the holiday, the Employee is to provide a medical certificate verifying said illness in order to be eligible for holiday pay. Compensation for the holiday will be calculated as defined in Section 1, above.

Employees who work on a holiday shall be paid one and one-half (1/2) times their regular hourly rate in addition to their holiday pay. The day on which a holiday is legally celebrated shall be the day on which holiday premium pay is paid to those Employees who work on that day.

If a designated holiday occurs on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday.

If a designated holiday falls during an Employee's vacation, at the option of the Employee, the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay as indicated at the time of the Employee's vacation request.

Section 11.3 Vacation. Subject to the following paragraph, Employees shall begin earning vacation time according to the following yearly rates:

Years of Employment	Accrual Rate Hours Per Pay Period	Max Hours/Days Per Year
1-2	3.08	80 hours/(10) days
3	3.7	96 hours/(12) days
4	4.31	112 hours/(14) days
5	4.93	128 hours/(16) days
Each additional year	.30	8 hours to max (20) days

A new Employee cannot take a vacation until he/she has successfully completed his/her probationary period, plus an additional ninety (90) days.

Unused vacation time will be carried over to the following year, but effective October 1, 2008, an Employee who has one (1) full year of vacation accrued shall cease accruing additional vacation, except when the Employee has requested vacation time off in writing and his/her supervisor denies the request or fails to authorize the vacation time as requested.

If vacation time is authorized but the Employee is unable to take the authorized vacation time off due to a verifiable medical or personal emergency such as an act of God or nature, the Employee may rescind the requested vacation time and resubmit a “new” vacation request within sixty (60) days and continue to accrue additional vacation.

Employees shall be solicited during the month of January of each year in order to determine their preferences for vacation. Prior to March first (1st), the Clinic shall advise all Employees as to when their vacation is scheduled in a location in each department accessible to all Employees.

Vacation will be granted, subject to patient care and operational necessity, at times most desired by Employees, Employees being given preference as to choice based on seniority. For those employees choosing to split their vacation into two (2) or more increments, seniority will apply to the first (1st) choice of vacation in each year. The highest senior employee will then go to the bottom of the list and shall not be considered for their second choice until after full rotation by seniority.

Section 11.4 Sick Leave. Employees are eligible for ten (10) days a year sick leave. This accrues at the rate of 3.3 hours per pay period. Prolonged absence due to illness will be evaluated on a case-by-case basis by the Employee’s supervisor or by the Executive Director. Verification of illness by the appropriate medical or dental professional may, at the Clinic’s sole discretion, be required for illnesses requiring absence of longer than two (2) days.

Parents with children are also allowed to take sick time to stay at home with them when the children are sick, and all Employees may use earned sick days in the event that family members become seriously ill. Verification of illness of the family member may be requested in order to charge absence as sick leave.

At the end of each year, one-half (1/2) of any unused sick leave from that year will be cashed out at fifty percent (50%) of its value and the other one-half (1/2) will be carried over to the next year. Upon termination of employment, any unused sick leave shall be cashed out at fifty percent (50%) of its value.

Section 11.5 Personal Days. Employees are eligible for two (2) personal days per year, given on the anniversary of the Employee's date of hire.

Section 11.6 Bereavement Leaves. All regular full- and part-time Employees are permitted to take a maximum of three (3) working days off work with pay when a death occurs in the Employee's immediate family. If the death in the immediate family requires the Employee to travel three thousand (3000) or more miles roundtrip outside of the Los Angeles area, the Employee shall be entitled to two (2) additional days bereavement leave with pay. "Immediate family" shall mean the Employee's spouse, domestic partner, child or stepchild, parent, brother, sister, grandparent, grandchild, parent of spouse, legal guardian and legal ward, mother-in-law, and father-in-law.

If an Employee is on vacation and a death occurs in the immediate family, the Employee may convert the vacation time to bereavement leave as set forth above.

Section 11.7 Jury Duty. If approved by the supervisor and the Executive Director, all Employees will receive full pay during jury duty for up to five (5) working days and are required to remit to the Clinic the court stipend that they receive for that period of time. Employees must advise the department head or, where appropriate, the Executive Director when called for jury duty. If jury duty lasts more than five (5) working days, Employees can be compensated for additional time at the discretion of the Executive Director.

ARTICLE 12

UNPAID LEAVES

Section 12.1 Medical Leave. Medical leave is available to Employees to attend to their own or their family members' serious medical conditions as defined under the Family Medical Leave Act and analogous state laws. A medical leave may be granted for a period of up to ninety (90) days to an Employee who has been employed by the Clinic for a period of one (1) year or more. The leave may be extended beyond the initial ninety (90) days for successive periods of thirty (30) days each, to a maximum of one hundred eighty (180) days, which leave will be granted at the sole discretion of the Executive Director or his/her designee. Medical leave provided in this Article runs concurrently, not consecutively, with leaves of absence provided under the Family Medical Leave Act and analogous state laws.

A request for a medical leave of absence must be made by submitting a written request to, and obtaining approval of, the Executive Director or his/her designee. The request must be made for reasons of health and be certified by a physician.

A leave of absence for industrial illness or injury shall not exceed one (1) year. Leave for industrial injury/illness shall be considered continuous unless the Employee works for a minimum of ninety (90) calendar days after returning to work, prior to being released a second time, except in cases of separate, distinct and different industrial illnesses or injuries.

Upon release from the attending physician for illness or industrial injury, the Clinic may request that the Employee provide a return-to-work authorization containing the name of the attending physician, signature, clarification of the disability sufficient to allow the Clinic to make an appropriate determination of jobs that the Employee can perform, if any, and the date for release for return to work.

Section 12.2 Personal Leave. Leaves of absence without pay for reasons other than those provided in the medical leave provision of this Agreement may be granted to regular full- and part-time Employees for a period of up to ninety (90) days after completing one (1) year of employment. Requests for personal leaves of absence, stating the reasons for the request, must be submitted to the Executive Director for approval at least thirty (30) days prior to the requested leave. Personal leave may be extended for an additional thirty (30) days periods if requested at least five (5) days prior to the requested extension and approved by the Executive Director. Approval for requested leaves and extensions is granted at the sole discretion of the Executive Director.

Section 12.3 Retention of Health Insurance. Employees on unpaid leaves shall retain their health insurance coverage in accordance with COBRA and analogous state laws.

Section 12.4 Family and Medical Leave Act. The Clinic agrees to abide by all provisions of the federal Family and Medical Leave Act (FMLA) and analogous state law regarding medical and pregnancy leave.

Section 12.5 Maternity/Paternity Leave. The Clinic will provide maternity/paternity leave in compliance with the full rights provided under applicable state and federal laws.

ARTICLE 13

UNIFORMS

Upon hire, the Clinic will provide each Employee who is required to wear a uniform with One Hundred Dollars (\$100) to be used toward the purchase of uniforms, the style and color to be designated by the Clinic, as well as the purchase of uniform shoes. Upon the Employee's satisfactory completion of his/her initial ninety (90) day probationary period, the Clinic will provide the Employee with an additional Two Hundred Dollars (\$200) to be used toward the purchase of uniforms, the style and color to be designated by the Clinic, as well as the purchase of uniform shoes. Thereafter, the Clinic will provide each Employee with One-Hundred Dollars (\$100) to be used for the purchase of uniforms and uniform shoes on his/her anniversary date. Employee must provide receipts after purchase of uniforms balancing amount advanced.

Receipts must be received within a 30-day period, or an automatic deduction for the entire amount advanced will be deducted from the paycheck. In lieu of providing cash or a check to an Employee for the purchase of a uniform, the Clinic may provide an Employee with a voucher or other cash equivalent for the purchase of a uniform. Any such voucher may be redeemed at

The Clinic has the discretion to change uniform style and colors. In the event that the determination is made to change style or colors of uniforms, each Employee affected by the uniform color change will be given an additional disbursement for the purchase of each uniform affected by the color or style change.

ARTICLE 14

PARKING

Section 14.1 Employee Parking. Employees shall be provided with free parking on a first-come, first-served basis so long as the Clinic remains at its present location. In the event that the Clinic relocates, the Clinic and the Union will negotiate parking benefits.

ARTICLE 15

WAGES

Section 15.1 Wage Rates. Employees' wage rates shall be as follows:

(a) Employees hired on or after November 1, 2001 shall receive the following hourly rates for the positions indicated as of their date of hire:

Position	Hire Rate
Biller	\$9.50
Case Management/Medical Assistant	\$10.00
Case Manager Level II (Alcohol & Drugs)	\$13.00
Community Organizer Coordinator	\$12.00
Dental Assistant	\$10.50
Dispensary Clerk	\$9.50
Front Office/Clinic Assistant	\$9.50
HIV Health Educator	\$10.00
Health Educator Coordinator	\$10.00

Health Educator Level III	\$10.00
Immunization Health Promoter	\$10.00
Maintenance Clerk	\$9.00
Medical Asst.	\$10.00
Medical Assistant/HIV Health Educator	\$13.00
Medical Records Clerk	\$9.00
Mesoamerica/Prenatal Case Manager	\$13.00
Outreach Worker	\$10.00
Parking Attendant	\$9.00
Prenatal Case Manager II	\$13.00
Recovery Prevention Specialist II	\$10.00
Recovery Prevention Specialist	\$10.00

(b) Effective October 1, 2008, all Employees employed as of that date shall receive an increase of six percent (6%) over the wage rate in effect on June 30, 2007.

(c) Effective July 1, 2009, all Employees employed as of that date shall receive an increase of five and one half percent (5.5%) over the wage rate in effect on June 30, 2008.

(d) Trilingual employees will receive a gross additional compensation of \$1,040 per year in addition to their base salary and annual increase. This compensation will be pro-rated per payroll period. Applicable languages will be those that are needed by Cilnica Monsenor Oscar A Romero's patients for purposes of interpreting, conversation, or translating basic written materials. The third eligible language for this compensation is in addition to English and Spanish.

Section 15.2 Evaluations. Each Employee shall receive a written evaluation on the Employee's date-of-hire anniversary. The immediate supervisor will meet with the Employee to review the evaluation. The Employee will have the opportunity to discuss the evaluation with his/her supervisor and add written comments. The Employee's written comments will be attached to the evaluation and placed in the Employee's personnel file. When applicable, the Executive Director will review and sign Employee evaluations. The original evaluation, including the Employee's original written comments, will be filed in the Employee's personnel file and a copy will be given to the Employee. When the contents of an evaluation are raised as the basis for a decision to not promote an Employee and/or not grant an Employee's transfer request, the evaluation shall become subject to the grievance-and-arbitration procedure set forth

in Article 8 of this Agreement. The time limit to file such a grievance shall run from the date of the denial of the promotion or transfer request and not from the date of the evaluation being grieved.

Section 15.3 Travel Allowance. Employees required to use their personal vehicles on Clinic business or in traveling between facilities shall receive a travel allowance in accordance with the IRS applicable rates. Requests for travel allowance must be made on or before the last day of the calendar month in which the travel occurred. Travel allowance shall be paid to Employees on or by the tenth (10th) day of the month following the month in which the travel occurred. No Employee shall transport patients or clients in his/her personal vehicle. No Employee is authorized to use their own personal automobile for Clinic business without having a valid California driver's license and proof of valid automobile insurance, as required by California law.

Section 15.4 Work in Other Classifications. An Employee who is assigned to work in a lower-rated classification shall be paid for all hours worked at his/her regular rate. An Employee who is assigned to work in a higher-rated classification for a full week or more shall be paid the rate for the higher classification for each full week so assigned.

Section 15.5 Wage Rates for New Classifications. If the Clinic establishes a new classification or materially changes an existing classification, the Clinic shall discuss with the Union any issues regarding the classification, but, except for the wage rate, the Clinic shall have final say on all such issues. If the Clinic and the Union fail to agree on the wage rate for the new or revised classification after making final written proposals, the matter may be submitted to arbitration, but the arbitrator will be required to choose between the Clinic's last written proposed wage rate and the Union's last written proposed wage rate.

ARTICLE 16

PAYROLL ERRORS

Section 16.1 Overpayment. Human Resources will notify the affected Employee of an overpayment on the Employee's payroll check prior to making any deduction to recover any such overpayment from the Employee's subsequent payroll checks. Upon request by the affected Employee to the Human Resources Office, the Director of Financial Services will establish a reasonable method of repayment.

Section 16.2 Underpayment. Human Resources will rectify any underpayment on the Employee's payroll check within three (3) working days after receipt by the Human Resources Office of a written request from the affected Employee. An Employee shall be deemed to have waived the above-indicated time limits and to have indicated that he/she is willing to accept an adjustment on the following paycheck if he/she does not request a corrected or supplemental payroll check within two (2) workdays after receipt of the regular payroll check.

ARTICLE 17

HEALTH AND DENTAL INSURANCE

Section 17.1 Benefits.

(a) Each Employee shall participate in the PacifiCare plan negotiated by the Union with respect to medical, prescription and dental benefits. The Clinic recognizes the Union's contribution to negotiating the PacifiCare Plan. The Clinic and the Union shall arrange for an initial enrollment meeting at a mutually agreeable date and time in September 2008. The Union shall be responsible for distributing forms and providing information on the PacifiCare plan to each Employee. Employees shall direct all comments, concerns, and/or questions regarding the PacifiCare plan to the Union and/or PacifiCare.

(b) The Clinic shall reimburse Employee co-pay expenses up to the following annual maximum reimbursement (subject to reasonable proof of expenses incurred):

<u>Family Members</u>	<u>Maximum</u>
1	\$125
2	\$200
3	\$300
4	\$400
5 or more	\$500

(c) The Clinic may adopt an incentive plan to encourage Employees and/or their dependents to choose alternative insurance coverage, and may modify or terminate any such plan once adopted. This will be done in consultation and with the input of the Union.

Section 17.2 Premiums. The Clinic shall pay the required premiums necessary to cover the Employee and his/her dependents under the PacifiCare plan.

Section 17.3 Health Care Broker/Consultant. The Union will provide the Clinic with a broker/consultant to assist the Clinic with purchasing future health insurance coverage, including plan design, for all of the Clinic's employees. The Union, and not the Clinic, shall be solely responsible for compensating the broker/consultant and/or any costs incurred by the broker/consultant.

ARTICLE 18

CLINIC PENSION PLAN

Section 18.1 Deferral of Negotiation of Pension Plan. The Union and the Clinic agree to defer negotiations of a pension plan for the term of this Agreement.

ARTICLE 19

PERSONNEL RECORDS

Section 19.1 Personnel Files. All personnel records are considered confidential as protected by state and federal law. The records are maintained separately in the Administration Department. It is each Employee's responsibility to immediately advise his/her supervisor, in writing, of any change in status, telephone number, address or name. It is important that this information be accurate and timely. The only persons outside the Employee who have access to an individual's personnel file are those persons with a legitimate right to know.

Employees may inspect records that they have a lawful right to see on off duty time, take notes on any material contained therein, and obtain copies of the items within the file. Appointments may be arranged with the Employee's supervisor. Materials maintained in an Employee's personnel file will not be disclosed to anyone outside the facility except upon prior written authorization of the Employee, or in compliance with a lawfully served subpoena, or if a funder requires access to such file. Only information required by such subpoena or funder shall be released. All other information in the file shall not be released.

Section 19.2 Job Descriptions. The Clinic will maintain up-to-date job descriptions for each classification covered under this Agreement. Upon request by an Employee, copies of his/her job description will be made available.

Section 19.3 Time-Off Accounts. The Clinic shall provide Employees with information on their payroll checks of their accruals in sick leave, vacation and personal days.

Section 19.4 Pay Dates and Direct Deposit. Pay dates are every other Friday, according to schedule distributed by the Director of Human Resources. Employees shall have the option of their paychecks being directly deposited into the bank of their choice.

ARTICLE 20

EDUCATION AND TRAINING

Section 20.1 Skill Enrichment and Development. The Clinic encourages the vocational and professional development of all permanent, full-time Employees employed for at least one (1) year and who have passed the probation evaluation period by granting schedule adjustments and financial assistance for courses related to the Employee's present position or an approved course in a program of benefit to the Clinic. The course must be taken for credit at an accredited agency, and the Employee must have the educational and work experience to offer assurance of completion of the course.

Requests for Employee schedule adjustments to accommodate the Employee's school schedule shall be granted in consultation with and approval of the Employee's supervisor and will be granted only if departmental operational needs so allow. The number of Employees who may be granted a schedule adjustment at the same time shall be limited by departmental staffing needs as determined by the supervisor.

Schedule adjustment requests must be submitted at least thirty (30) calendar days prior to the first (1st) day of the month in which the course of study begins. In the case of concurrent requests which cannot all be granted, requests shall be granted according to seniority, with the most senior Employee having priority.

Section 20.2 Reimbursement. The Clinic shall allocate Two Thousand Dollars (\$2,000) per calendar year on January 1 of each year for reimbursement to eligible Employees of costs associated with approved skill enrichment and development programs. Within any given calendar year, once the allotted funds are depleted, the Clinic shall have no obligation to reimburse Employees for costs associated with approved skill enrichment and development programs. Until said moneys are depleted, the Clinic shall reimburse said Employees up to a maximum of Two Hundred Dollars (\$200) per term for successful completion of all course work with a grade of "C" or higher. Reimbursement shall not be approved for: (a) parking fees, travel costs, books or late registration fees; (b) Employees who are eligible for educational benefits from other sources (e, g., Veteran, etc.); (c) Employees whose termination precedes the completion of the course except for an Employee placed on layoff status; and (d) courses begun prior to employment. Reimbursement shall occur on a "first-come, first-served" basis. In the event that several Employees request reimbursement concurrently and the moneys allocated by the Clinic are insufficient to cover each request, Employees will receive reimbursement according to seniority.

Section 20.3 Requested Education. If the Clinic requests an Employee take a course, the Clinic shall pay for all costs associated with such course. If the Clinic requires an Employee to take a course, it shall also pay such Employee at his/her regular hourly rate (on a nonovertime basis) for all hours spent in class.

Section 20.4 Inservice Training. The Clinic agrees that training should be done on work time. The Clinic will make every effort to ensure that all Employees have the opportunity to become fully trained to perform the skills required for optimum patient care, and are trained and regularly kept current on anticipated skill enhancement needs, anticipated restructuring and redesign of jobs, patient rights, public health regulations, disability rights, safety and health matters, and other issues that affect quality patient care, job security, and a healthy and safe working environment.

Employees should attend mandatory inservice training during their regularly scheduled shift unless they have a valid reason not to. Every attempt will be made to schedule all inservice training during the hours of work of the Employees to be trained.

Employees who are required to attend inservice training on an unscheduled workday will be paid for the length of time of the training at their regular rate of pay. All time spent in

required inservice training on a scheduled or unscheduled day will be considered and compensated as time worked.

Section 20.5 Restructuring and Training. The Clinic is committed to utilizing, if possible, its current work force to continue providing health-care services through any changes in the patient population or services these patients may require. This commitment shall include effective training programs for current Employees, and effective placement in new or redesigned jobs and units. The training program should be related to the Employee's current skills so that the Employee may be placed in a new or redesigned job classification or position.

The Clinic shall contribute to the State of California Employment Training Panel (ETP), which shall be available for Employees who meet ETP qualifications and whose positions are adversely affected by Clinic reorganizations, restructuring or layoffs.

ARTICLE 21

HEALTH AND SAFETY

Section 21.1 Healthy and Safe Workplace. It is the responsibility of the Clinic to provide safe and healthy working conditions and to maintain high standards of workplace conditions, including, but not limited to, ventilation, sanitation, equipment, and heating and cooling. No Employees shall be discriminated against for exercising their right to a safe and healthy workplace.

Section 21.2 Infection Control. The Clinic shall maintain a program to protect workers and patients from infections and communicable diseases. The Clinic further agrees to supply training, protective equipment and vaccine to Employees who are at risk of exposure to infectious diseases. The Clinic will comply with all OSHA regulations and Public Health Service recommendations concerning infections and blood-borne diseases.

Section 21.3 Precautionary Health Standards. The Clinic agrees to offer at no cost to all Employees the following:

- (a) Initial and annual TB skin testing.
- (b) HIV and hepatitis testing where there has been blood-borne pathogen exposure.
- (c) Upon request, a flu vaccination when available.

For Employees in physical contact with patients, the Clinic will offer at no cost:

- (a) Titer Test and/or Rubella vaccine, if needed.
- (b) Hepatitis B vaccine upon hire.

Section 21.4 General Duty. The parties recognize that it is the responsibility of the Clinic to provide quality, safe and effective care for patients of the facility, and to comply with

all laws, standards and regulations governing the operation of clinics and the delivery of patient care. The Employees are committed to serving the patients by delivering the highest quality of patient care possible.

Section 21.5 Equipment. The Clinic will make every effort to ensure that all equipment, tools, materials and supplies routinely used in the course of each Employee's workday are in adequate supply, reasonably available at all times and maintained in good working condition or promptly replaced.

All Employees required to utilize special equipment (i.e., back belts, gait belts, etc.) will be provided at no cost to the Employee, including any replacement that may be necessary due to normal routine wear and tear.

Section 21.6 Staffing. It shall be the policy of the Clinic to maintain staffing consistent with quality patient care. Staffing ratios shall take into account Employee and patient health and safety. The Clinic shall make every effort to ensure that sufficient staff is available at all times to assist in lifts when they are required.

Section 21.7 No Retaliation. No Employee shall be disciplined, discharged or otherwise singled out for any action taken on behalf of their patients, including, but not limited to, the reporting of violations of OSHA, violations of patient rights, public health violations, violations of disability rights laws, complaints about patient abuse or complaints about any other irregularities affecting the care of patients.

ARTICLE 22

PERSONNEL POLICIES

Section 22.1 Personnel Policies. Each provision of the Clinica Msr. Oscar A Romero Personnel Policies, which may be amended from time to time at the Clinic's sole discretion, remains in force and effect unless it conflicts with a specific provision of this Agreement. The Clinic shall provide the Union with copies of amendments prior to implementation.

ARTICLE 23

SAVINGS CLAUSE

Section 23.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of California, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of this Agreement. If any provision is held invalid, the Clinic and the Union shall enter into immediate collective-bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 24

DURATION

Section 24.1 Term. Subject to Section 2, this Agreement shall remain in full force and effect from October 1, 2008 until and including September 30, 2010 and thereafter from year to year, unless either party gives notice in writing to the other party and to the Federal Mediation and Conciliation Service, respectively, at least ninety (90) days prior to September 30, 2010, or at least ninety (90) days to the other party and the Federal Mediation and Conciliation Service, respectively, prior to September 30th of subsequent years, proposing modification, amendments or termination.

Section 24.2 Re-opener. During the term of this Agreement, the Agreement may be reopened for the purpose of negotiating the health care provisions in Article 17 of this Agreement should PacifiCare raise its rates. The Agreement will be reopened upon request of the Clinic. To request reopening the Agreement, the Clinic must give thirty (30) days written notice to the Union of its intent to reopen the Agreement.

ARTICLE 25

ZIPPER CLAUSE

Section 25.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all proper subjects of collective bargaining, that all such subjects have been discussed and negotiated upon, and that the provisions contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Clinic and the Union for the term of this Agreement voluntarily and without qualification waive the right, and agree that neither party shall be obligated, to bargain collectively with respect to any term or condition of employment, or any other matter not related specifically to the administration of the express terms of this Agreement, even though such other matter might not have actually been raised during the negotiation thereof, it being the stated intention of the parties to have their entire collective-bargaining relationship for the duration of this Agreement set forth in its provisions.

ARTICLE 26

MUTUAL SUPPORT FOR IMMIGRANTS' RIGHTS

Section 26.1 Both the Union and the Clinic recognize a common objective in their support of the legalization of undocumented immigrants. The Union and the Clinic agree to work together whenever possible to support immigrants' rights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, on this ___ day of September, 2008.

CLINICA MSR. OSCAR A. ROMERO

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 721,
CtW, CTC**

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*Agreement Between
SEIU Local 721
and
Clinica Msr. Oscar A. Romero*

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