

SEIU Local 721
RSCR California, Inc.

Agreement

**October 16, 2016,
through
December 31, 2018**



**AGREEMENT
BETWEEN SEIU Local 721 & RSCR**

Service Employees International Union, Local 721 (“the Union”) and RSCR California, Inc. (“RSCR” or “the Company”) hereby enter into this Collective Bargaining Agreement (Agreement) with the following terms and conditions of employment.

I. RECOGNITION AND BARGAINING UNIT WORK

A.

HYLOND HOME

RSCR recognizes the Union as the exclusive representative of the bargaining unit at the Hylond Home as certified by the National Labor Relations Board. The bargaining unit consists of the following classifications: Nursing Employees including Certified Nursing Assistants (CNA), Nursing Assistants (NA), and Licensed Vocational Nurses (LVN) and Program Coordinators; Non-Direct Care Employees including Medical Coordinators, Dietary Cooks, Dietary Aides, Dishwashers, and Food Prep employees; and Environmental Services Employees including Housekeepers, Laundry Workers, Janitors, and Maintenance Workers and Activities Coordinators.

ORANGE COUNTY GROUP HOMES

RSCR recognizes the Union as the exclusive representative of all full-time and regular part-time direct care providers, licensed vocational nurses, transportation employees, environmental services employees, maintenance employees, dietary employees, and housekeeping employees employed at RSCR’s 24 hour residential services homes for ID/DD consumers currently located in Orange County, California and any such facilities opened in Orange County, California in the future.

B. The Company will not use management, supervisory, volunteers, or other non-bargaining unit employees to perform or displace Bargaining Unit Employees work, except in cases of emergencies where no such employee is available to perform the work.

C. In the event the Company creates a new job classification the duties of which wholly comprise existing bargaining unit work, the new job classification shall be included in the bargaining unit covered by this Agreement.

II. MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided by agreement between the parties, RSCR has the exclusive right and discretion in selection and direction of the work force, including the right to manage and direct employees, and to determine the size, composition and qualifications of the work force; to determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; to recruit and hire; to establish, eliminate, or change classifications; to determine the qualifications for reclassifications; to determine and enforce the standards of performance, conduct, and safety to be met by employees and the process by which employees are evaluated; to plan, direct, and control the use of resources and personnel to ensure appropriate care for consumers; to promote, transfer, demote, discipline and discharge for cause; to establish reasonable rules and penalties; to introduce new working methods, machines, operations and facilities; to expand, reduce, discontinue and control the operation and

business of RSCR and to subcontract on an emergency basis in order to maintain staffing to meet regulatory requirements. As an example, if an employee calls off or fails to report to work creating a hole in the schedule that the Company is unable to fill, this would create an emergency that would permit a non-bargaining unit employee to step in and perform bargaining unit work.

Section 2. Both parties recognize that it is to their mutual advantage and for the protection of the persons residing in the facilities to have efficient and uninterrupted operation of the facility. The Union and RSCR will mutually work together in good faith to cooperate with outside agencies, when appropriate, to ensure that the provision of services to consumers residing in the facilities will meet the highest standard attainable.

III. UNION SECURITY; DUES AND VOLUNTARY POLITICAL CONTRIBUTIONS

- A. All Employees in bargaining unit positions will be required to join the Union as a condition of employment. New Employees will be required to join the Union within 30 days of the beginning of their employment. To the extent that they have not already done so, existing Employees in bargaining unit positions must join the Union within 30 days of ratification of this Collective Bargaining Agreement. Any Employee who has failed to maintain Union membership in good standing as required by this section shall be discharged within 30 calendar days following receipt of a written demand from the Union requesting the Employee be discharged if, during such period, the required dues and initiation fees have not been tendered.
- B. The Company will use its payroll system for the deduction of Union dues and any other authorized assessments from the Employees. The Union will notify the Company of the appropriate deduction. The Company will transmit all deductions to the Union at least twice per month.
- C. Employees may make voluntary contributions to the Union's registered political action committees. The Company will use its payroll system to deduct such voluntary contributions. The Union will notify the Company of the appropriate deduction amount and provide a copy of the Employee's signed authorization for the deduction. Employees may discontinue voluntary political contributions by providing written notice to the Union, and the union shall within 7 calendar days transmit such notice to RSCR.
- D. The Union shall indemnify the Company and hold it harmless against any and all demands, suits, claims, enforcement actions, and liabilities that arise out of any action that may be taken by the Company for the purpose of complying with the provisions of this Article.

IV. UNION RIGHTS AND SHOP STEWARDS

- A. The Union may designate in writing Bargaining Unit Employees to serve as Shop Stewards. The Company shall release the Shop Stewards from their job duties with no loss of pay, as measured only by the Shop Steward's regularly scheduled shift, for the time they are representing members during grievances or attending investigatory meetings and for quarterly Shop Steward Meetings.
- B. Employees have the right to request Union representation during any investigative meeting, which could lead to disciplinary action. The Union may elect to have such representation handled by Shop Stewards or any Union Representative. Employees requesting Union representation must use the first available Union Representative. If no such Union Representative is immediately available, a Union Representative will be provided to the Employee as soon as possible, but in no event will an investigatory

- meeting be postponed for such purpose for more than 48 hours.
- C. Union Representatives shall have the right to access the Company's worksites with a 24-hour advance notice for the purpose of ensuring compliance with this Agreement, for representation or dispute resolution, and to observe working conditions at the Company's facilities.
 - D. The Union shall have the right to maintain Union bulletin boards in the Hyland break room and kitchen. The Union may maintain a bulletin board in the garages attached to the various Orange County Group Homes. If no garage is available, the Union may post materials in the same manner as required employment posters are posted at Orange County Group Homes.

V. PROBATIONARY PERIOD

All newly hired Employees shall be considered probationary Employees for a period of one-hundred and twenty (120) calendar days from their date of hire. During such time, the Employee may be disciplined or discharged without recourse to the grievance and arbitration procedure. Upon successful completion of the probationary period, seniority shall be retroactive to the Employee's date of hire.

VI. SHIFTS; HOURS AND WORKWEEKS; MEAL PERIODS AND BREAKS; NEW JOB POSTING; AND CLASSIFICATION AND ASSIGNMENT REVIEW

- A. It is the policy of RSCR to maintain staffing consistent with quality consumer care and that prevents worker injury. RSCR maintains the management right to staff and schedule shifts as required to ensure all shifts are covered and to ensure client safety. Notwithstanding this right, RSCR agrees to work with the Union to develop ideas for moving toward more 8 hour shifts and/or other modified shift schedules that allow bargaining unit members to have regular and predictable schedules with sufficient time off to pursue their own personal ends.
- B. Meal Periods: All Employees at the Company's Hy-Lond facility shall be entitled to an unpaid lunch break of 30 minutes. Employees have the responsibility to take meal breaks unless otherwise directed by their supervisor. Employees will not be interrupted during their lunch breaks except in an emergency. Employees who do not receive an uninterrupted lunch break will be compensated as required by applicable law.
- C. Meal Period: All Employees at the Company's Orange County Group Homes may be required to remain in the facility while they take their lunch break. If the Employee is required to take a meal break in the facility, the Employee will be compensated for that lunch break and their work shift shall end at the end of their scheduled shift.
- D. Rest Breaks: All Employees will receive an uninterrupted 15-minute rest break for each 4 hours worked during a shift. Employees at the Orange County Group Homes may not leave the premises during the period of their rest breaks. If an Employee is unable to take their break at their normally scheduled time, he or she will be given the opportunity to take the break later during his or her shift.
- E. New Job Posting: For seven (7) days the Company shall post notices in all of its facilities on all Union bulletin boards when there is a new job opening or vacancy involving a job classification in the bargaining unit. Bargaining unit Employees may bid for such a position if they have been in their current position for at least six (6) months prior to bidding. Employees may only be successfully bid for one new position/shift annually. Starting with the senior most Employees in the Department where the vacancy exists, she or he shall be offered the position provided the Employee is qualified to perform the job duties.

- F. Job Classifications and Assignment Review: Any Employee or group of Employees who believe they are not properly classified or are required to work an assignment with an unduly burdensome quantity of work may request a review of their class or assignments. Any such request should include specific details explaining why a review is appropriate. The Company will review the request and submit a response to the Union. If the parties should have a disagreement relating to the request or the response, the matter may be referred to the Joint Labor Management Committee or to Arbitration at the request of either party.

VII. JOINT LABOR MANAGEMENT COMMITTEES

The parties agreed to form two Joint Labor Management Committees (one for the Orange County Group Homes and one for Hy-Lond) consisting of three representatives from the Company and three representatives from the Bargaining Unit plus one Union representative per Committee. The Committees shall meet at either party's request, but the HyLond Committee will meet no less than quarterly and the Orange County Group Homes Committee will meet no less than once a month. The parties may mutually agree to meet less frequently than required by this Article. The purpose of these Committees is to discuss and address issues of concern such as work place safety.

VIII. GRIEVANCE PROCEDURES AND ARBITRATION

The purpose of this Article is to provide an orderly method for the settlement of any disputes between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Disputes shall be processed in accordance with the following steps, time limits, and conditions. If a written notice of discipline to an Employee causes the dispute, then the Parties agree the Employee's signature acknowledging receipt of the notice does not indicate agreement with its contents.

Step 1: Each dispute that arises shall be presented to the Employee's direct Supervisor within ten (10) calendar days of the knowledge of the event causing the dispute. Within ten (10) days of learning of the dispute, the Direct Supervisor will meet with the Employee to discuss and attempt to resolve the issue. A Union representative or Shop Steward shall be present at the meeting when requested by the Employee.

Step 2: If the dispute is not resolved at Step 1, then within ten (10) calendar days after the meeting with the Direct Supervisor, the Union shall reduce the dispute to a written grievance and present it to the Executive Director. The Executive Director shall within ten (10) calendar days after receipt of the notice call a meeting with the Employee and the Union to discuss the issues raised. Within ten (10) calendar days after this meeting, the Executive Director shall provide a response in writing to the Employee and the Union. Union representatives may initiate group grievances affecting more than one Employee in their designated area of responsibility at this Step.

Step 3: In the case of a failure of the parties to reach a resolution at Step 2 of review the Union may file for a final review before the Executive Director and the Operations Human Resources Manager. After the meeting, the Company will provide a written response to the Union within ten (10) days of the final review.

Step 4: In case of failure of the parties to reach a resolution in Step 3, either party may within ten (10) calendar days of receiving the Step 3 written response, appeal the matter to arbitration.

An impartial arbitrator shall be selected by mutual agreement of the parties. In the event mutual agreement is not reached within ten (10) calendar days of the appeal to arbitration, the party

appealing the grievance to arbitration shall request a panel of arbitrators from the Federal Mediation and Conciliations Service. Upon request of said panel, the parties will select an arbitrator by alternately striking names. The decision and award shall be final and binding upon all concerned. The Parties shall share equally the arbitrator's fees and expenses. Each party shall bear its own costs of ordering a transcript of the hearing. The Arbitrator not add to, modify or subtract from the terms of this Agreement or any supplemental written agreement of the parties.

IX. JUST CAUSE; PROGRESSIVE DISCIPLINE; AND PERSONNEL FILES

SECTION 1: JUST CAUSE STANDARD

Disciplinary action shall not be imposed upon an employee except for just cause and shall be commensurate with the offense consistent with the Company's progressive discipline policy. Disciplinary action shall be conducted through the recognized line of supervision or their designee(s). Probationary employees may be disciplined and discharged without just cause and shall not have recourse to the grievance and arbitration process.

SECTION 2: PROGRESSIVE DISCIPLINE

Except in the case of an offense which warrants discharge on the first offense, and offenses for which specific discipline is prescribed by statute or regulation, RSCR shall follow the principles of progressive discipline, but reserves the right to administer discipline at any level of the progression appropriate for the severity of the offense. Disciplinary action will include:

Written Counseling

First written warning

Second written warning

Final written warning

Discharge

The contractual right to contest discipline is set forth in this Agreement, Grievance Procedures and Arbitration.

After twelve (12) months without any disciplinary action, all previous discipline will be removed from consideration in progressive discipline.

SECTION 3: ADMINISTRATIVE LEAVE FOR INVESTIGATIONS

An employee may be placed on administrative leave, removed from client services or be reassigned while an investigation is being conducted if RSCR determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. In cases where an outside agency is investigating allegations of abuse, neglect or serious employee misconduct, it shall be the responsibility of the employee to inform RSCR when such time as he/she has been made aware by the outside agency that the investigation has been completed and the outcome of such investigation.

An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated, shall receive back compensation at his/her regular rate. Any back compensation received by the

employee will be determined based on the average number of hours worked per week by the employee for the preceding ninety (90) days prior to placement of the employee on Administrative Leave.

SECTION 4: PERSONNEL FILES

Employees may review the contents of their personnel files, pursuant to state, local and federal laws and regulations. Items shall remain in the personnel file for the duration of employment.

X. SENIORITY

Section 1. There shall be two kinds of seniority: Departmental seniority and Company seniority. Departmental seniority shall consist of an Employee's length of continuous service in a job classification in one of the Company's locations (i.e., Hy-Lond or the Orange County Group Homes). Company seniority shall consist of an Employee's total length of continuous service as a Bargaining Unit Employee within the Company.

All seniority shall be measured in calendar days. If application of the preceding sentences results in two (2) or more Employees having the same seniority, the Employee with the lowest last four (4) digits of his/her social security number shall be deemed more senior.

Section 2. Seniority shall continue to accrue during any continuous authorized leave of absence (including workers' compensation, service in the military, disability and during periods of layoffs) provided the Employee returns to work following the expiration of such leave of absence or in the case of a layoff, recall into employment.

Section 3. An Employee's seniority shall be lost and employment rights terminated for the following reasons:

- (a) When an Employee voluntarily quits;
- (b) When an Employee with less than one (1) year of seniority is laid off from work for six (6) consecutive months; or when an Employee with one (1) year or more of seniority is laid off for twelve (12) consecutive months;
- (c) When an Employee is laid off and is notified to report to work and without a reasonable excuse fails to notify the Company of his or her intentions to return to work within 5 calendar days after receiving such notice;
- (d) When an Employee is discharged for just cause;
- (e) When an Employee fails to return from approved leave on the day scheduled to return without notice and authorization to extend his or her leave.

XI. LAYOFFS

The Company will provide the Union and the Employees with at least a 60-day notice prior to implementing any layoff action and will provide an opportunity for the parties to meet in good faith to explore alternatives to any layoffs. If after the meeting the layoff is still determined to be necessary, the Employee with the least Department seniority within the effective job classification will be laid off before any Employee with greater seniority. Any disputes over the implementation of layoffs will be subject to the grievance procedure. The Company will meet and negotiate over the effects of any layoff decision at the request of the Union.

XII. LIFE AND HEALTH INSURANCES AND PENSION BENEFITS

- A. Life insurance benefits shall be provided at no cost to all Employees for the life of the contract under the same terms and conditions available to all other Employees of the Company.

B. Healthcare coverage

Eligible employees (i.e., those working more than 30 hours per week, on average, during the relevant measurement period) may elect to participate in the medical, vision and dental programs offered by the Employer and will be so notified at the time of eligibility and prior to each subsequent open enrollment period, if the employee is eligible for open enrollment at that time. The Employer may select, change or modify insurance carries, benefit plans, benefit levels, employee co-pays and/or employee premiums for the dental, vision and medical insurance plans. The Employer may add and discontinue such plans, and change the plan designs and applicable employee premiums at its discretion, so long as such actions are taken with respect to non-union employees in the same state. RSCR will notify the Union of such changes in connection with the annual open enrollment process.

- C. All Employees will be able to participate in the Company's 401(k) Retirement Plan under the same terms and conditions available to all other Employees of the Company. Participating employees will be eligible for whatever matching contribution is offered by the Employer at the time they obtain eligibility. The Union will be notified of any change to the plan or the matching contribution that occurs, if any, during the life of this Agreement.

XIII. HOLIDAYS AND LEAVES OF ABSENCE

In order to be eligible for the holiday pay as set forth below, an Employee must have worked both his or her last scheduled shift prior to the holiday and his or her scheduled shift following the holiday; unless an absence from one or both shifts is results from a protected absence or as a result of PTO. Holidays will be as full eight-hour days. No partial holiday time usage will be allowed.

Employees shall select the desired holidays they wish to take off of work by means of Department seniority. Employees who are required to work on a holiday will be paid at the rate of double their normal hourly rate.

- A. Observation: The Company observes the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

- B. Leave of Absence:

1. All leave of absences shall be granted for Employees in accordance with applicable federal and state laws. Employees must specify the amount of leave needed if known at the time of their request. Seniority shall continue during any leave of absence (including workers' compensation, disability, pregnancy, or Family Medical Leave Act).

2. Unpaid personal or educational leaves of absence may be granted for any need for up to 6 months with at least one month of notice. Employees must specify the amount of leave needed at the time of their request for the leave.
 3. Upon return from a leave of absence, RSCR will make a good faith effort to return an Employee to the same job, shift, and workweek as when the leave began if such position is available. RSCR will comply with state and federal laws regarding return to work from leaves of absence.
- C. The Parties agree that the Company will comply with all rules and regulations governing the administration of the federal and state Family and Medical Leave Acts (FMLA). Requests for FMLA leave shall be made, if possible, 30 days prior to the beginning of any known need for leave.

XIV. PTO AND VACATION

Section 1. Policy

The Company's Planned Time Off (PTO) policy, HR Policy 4.11, shall provide time off for all employees, full-time and part-time, covered by this Agreement for rest, personal needs, and/or emergencies. It is the intent to provide a flexible planned time off benefit package while at the same time assuring the quality of services to the individuals we serve.

Section 2. Practice

- A. PTO is accrued based on the number of hours an employee is paid and length of time he or she is employed. PTO hours exclude holidays, funeral leave, military leave, jury time off, lobbying days, management leave and union leave, which are accounted for separately.
- B. Benefit Accrual
 1. Beginning January 1, 2017, PTO benefits for full-time employees of the Orange County Group Homes and full-time employees at the Hyland facility with **less than five years of seniority at the Hyland facility** as of December 31, 2016, accrue based on the following schedule:

Months of Service	Pay Hour PTO Accrual Rate	Maximum Annual PTO Days/Hours
7 – 36 months	.0625	15 days/120 hours
37+ months	.0834	20 days/160 hours

2. Beginning January 1, 2017, PTO benefits for full-time employees **at the Hyland facility with five or more years of seniority** as of December 31, 2016, accrue based on the following schedule:

Months of	Pay Hour PTO	Maximum Annual
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Service	Accrual Rate	PTO Days/Hours
60+ months (as of December 31, 2016)	.1042	25 days/200 hours

- C. In 2016, employees will receive the cash value of all accrued PTO in excess of one-hundred twenty (120) hours at 100 % of its value. The payments will be based on the employee's accrued PTO as of November 30, 2016. Effective January 1, 2017, the maximum balance of PTO hours that may be carried over to the next calendar year is eighty (80) hours. Employees will receive the cash value of any accrued PTO over eighty (80) hours at 100% value, which payment will be based on the employee's accrued PTO as of November 30, 2017 and each year of this contract thereafter.
- D. The maximum number of days/hours earned in pay period can be no more than those in the schedule. The cap on maximum hours shall follow Company HR Policy 4.11 and shall only be changed when/if such provision is revised for all other employees covered by the same HR Policy 4.11. To encourage people to take personal time off, PTO accrual will stop when the maximum is reached. Accrual of PTO hours for non-exempt employees is based on all hours paid, excluding overtime, to the maximum number of annual days/hours.

E. How the PTO Account Works

If an employee requests time off from work, he/she must first have the time in his/her PTO account and schedule this request in advance with his/her supervisor and/or manager.

Employees requesting time off will reduce their PTO accounts based on their regular scheduled shifts. For example, an employee who works a ten (10) hours shift will use ten (10) hours from his/her PTO account for every shift he/she is off work. An employee regularly scheduled to work eight (8) hours will use eight (8) hours from his/her PTO account for every shift he/she is off work.

PTO Payment

All PTO hours shall be paid at the employee's regular base rate of pay. Employees can use accrued, unused PTO benefits of no less than one-hour increments.

XV. OVERTIME ASSIGNMENTS AND CALL BACKS

- A. All Employees shall be paid at the rate of time and one-half (1.5) of their regular pay rate for any time worked or compensated beyond eight hours in one day or 40 hours in a given week. In the event an overtime assignment is necessary, the Company will offer the Employee the opportunity to work overtime on the basis of Departmental seniority on a rotational basis so that overtime is distributed equitably within the work unit. RSCR will provide the Union with records of overtime assignments on a monthly basis.
- B. Any Employee called to work either before or after their shift shall be guaranteed no less than 2 hours of pay.

XVI. WAGES

As of October 16, 2016, the following wage scale will apply to employees at Hylond and the Orange County Group Homes:

Job Duties	0-5 Years of Service	6-10 Years of Service	11-15 Years of Service	16-20 Years of Service	21+ Years of Service
Cook	11.38	11.43	11.53	11.68	11.98
Food Prep	10.60	10.65	10.70	10.90	11.00
Dishwasher	10.60	10.65	10.70	10.90	11.00
Janitor	10.60	10.65	10.70	10.90	11.00
Laundry Worker	10.60	10.65	10.70	10.90	11.00
Housekeeper	10.60	10.65	10.70	10.90	11.00
Maintenance	10.60	10.65	10.70	10.90	11.00
Direct Service Provider	10.81	10.86	10.96	11.11	11.21
CNA	11.50	11.55	11.65	11.70	12.80
Program Coordinator	12.50	12.55	12.65	12.70	12.80
LVN	19.00	19.05	19.15	19.30	19.50

Employees working in the NA position at Hylond will receive \$10.85 per hour as a starting rate, and will receive an increase to \$11.00 per hour after a period of ninety (90) days. Employees in the NA position will be required to qualify as CNAs and will move to the CNA scale.

On the first pay day following execution of this Agreement, all employees will receive a bonus of one-hundred dollars (\$100.00); furthermore, all employees who are making at or above the amount prescribed by the wage scale will maintain their current hourly rate and receive an additional bonus on the same date, in the following amount, based on their seniority with RSCR:

<u>1 to 5 Years</u>	<u>5 to 10 Years</u>	<u>10 to 15 Years</u>	<u>15 + Years</u>
\$75.00	\$175.00	\$450.00	\$750.00

The parties agree that this Article will re-open on September 1, 2017, if RSCR receives any rate increase by or before that date.

The parties further agree to meet and confer regarding any wage increases required during the life of this Agreement to comply with mandatory minimum wage increases.

XVII. DRUG FREE WORKPLACE

- A. The Company and the Union recognize that illegal use and/or abuse of controlled substances and alcohol has a negative impact on the performance of Employees and jeopardizes the health and safety of the consumers, Employees and other individuals that are associated with the group homes/facilities. As a result, both the Company and the Union will work together to create a work environment free from the illegal use and/or abuse of controlled substances and alcohol.

- B. The Company shall have the right to implement a drug and alcohol testing program that screens for the illegal use and/or abuse of controlled substances and alcohol in compliance with applicable law.
- C. The Company shall use the most cost effective testing method available which is no more intrusive than MS/GC Urine Screen. Employees may request a Union delegate, or if no delegate is available, a co-worker, to be present during any drug and/or alcohol testing and to sign and seal the envelope. Chain of custody shall be established for drug and/or alcohol testing by the signature of the Employee, delegate and/or co-worker, if a delegate or co-worker is requested.
- D. In the event of a negative test result, no further testing shall be conducted. In the event of a positive test result, the Employee shall be escorted to a drug and/or alcohol testing collection site, where the Employee will undergo additional testing to confirm or refute the result. The Employee shall have the right to be informed of the location of the testing facility and to receive a copy of the test results, including any chain of custody information. An Employee may request a split sample and pay for a second test at his/her own cost.
- E. Employees who refuse to comply with a request to provide a sample for testing may be disciplined up to and including termination.
- F. Drug testing may be used in one or more of the following situations:
 1. Reasonable Suspicion: As permitted by applicable law and based upon documented reasonable suspicion of being under the influence of a controlled substance or alcohol.
 2. Post Accident: As permitted by applicable law when Employees are involved in accidents that require outside medical treatment, or which involve damage to a vehicle/vehicular accidents, or significant damage to any other property.
- G. Nothing in this Article shall be deemed to limit the Company's right to institute additional testing with respect to unrepresented Employees such as applicants.

XVIII. NO STRIKE/NO LOCKOUT

During the term of this Agreement the Company agrees not to lockout its Employees and the Union and its members agree not to tacitly or actively engage in any strike, slow down, picketing, boycotting or observance of same, or in any refusal to work or to interfere in any manner with the Company's business or operations or sanction any such actions. The scope of this provision shall be deemed to apply to any facility operated by the Company, its parents, subsidiaries or affiliates, or managed by any of those entities pursuant to a management contract, including but not limited to the Company's Resource Center or other facilities in Louisville, Kentucky.

Section 2. In the event any unit employee engages in conduct prohibited by Section 1 of this Article, the Union shall notify the employee that such conduct violates this Agreement and subjects them to possible discipline. The Union shall immediately disavow and condemn such activity and take all possible steps to bring such activity to an immediate end and to prevent any reoccurrence of any such activity in violation of this Article. The Union will also, within twenty-four (24) hours of notice of such actions by facsimile and/or letter to the Company, advise that such activity by employees is unauthorized and in violation of the Agreement and set forth all steps taken or to be taken by the Union to end such Agreement violation by the employees involved.

XIX. SUCCESSORSHIP

The parties agree that in the event the ownership, management or legal status of the Hyland facility and/or the Orange County Group Homes is changed by sale, merger, name change or in any other

manner, the Collective Bargaining Agreement shall be included as condition of such change or transfer and shall run to the conclusion as a contract assumed by the successor employer.

XX. SAFETY

RSCR shall provide a safe and healthful place of employment for each employee, and comply with all local, state and federal health and safety laws and regulations. In accordance with such laws and regulations, no retaliatory or discriminatory actions shall be taken against any employee(s) who refuse to work because of dangerous or unhealthful conditions at their place of employment. Further, no retaliatory or discriminatory action shall be taken against any employee(s) who report dangerous or unhealthful conditions at their place of employment to their supervisors or other proper authority or to their Union. RSCR shall maintain a file of all such reports and make them accessible to the Union upon request.

Section 1. Blood Borne Disease Precautions:

(A) RSCR shall adhere to the OSHA standards on blood borne disease precautions and Standard Precautions. All employees shall be provided annual training and any necessary protective clothing, as required to meet these standards.

(B) All bargaining unit positions shall be classified in accordance with OSHA and Center for Disease Control (CDC) Guidelines, based upon the potential exposure of persons in those positions to blood borne pathogens.

(C) RSCR shall make available self-sheathing sharps (to the extent such are available in the general marketplace) as soon as reasonably feasible.

(D) Sharps containers shall be provided at all work sites and areas where sharps are used. Such containers shall be of the type that can be used single-handedly and they shall be puncture proof and impervious to liquids. Such containers shall also be of the type that are secure from accidental opening and exiting of sharps.

(E) RSCR shall provide Hepatitis B vaccinations and TB screening upon request, at no cost to the employees. RCSR shall also provide, at the employees request, and at no cost, pre-screening and post-screening tests in group homes/facilities with active Hepatitis B disease to determine whether an employee has acquired Hepatitis immunity. Free community resources for flu vaccinations will be made available upon request.

(F) Medical conditions of clients. RSCR will maintain a program of infections and communicable disease control in accordance with all applicable laws concerning the release of client information. As part of this effort, RSCR shall establish a regular schedule of client monitoring for communicable diseases at all group homes/facilities.

(G) When a group home or facility is notified of or becomes aware of a possible infectious situation, Standard Precautions for the situation will be observed. If additional training for the prevention is needed, it will be provided as quickly as possible to all employees of that home any other person normally associated with its operation.

(H) Employees shall be informed of the medical condition of consumers they are required to treat or for whom they provide care, and such disclosures shall be consistent with applicable privacy laws.

Section 2. Working Alone:

(A) No employee shall be unreasonably requested to work alone under unsafe working conditions as outlined in the IPP for that resident.

(B) Employees will not be required to transport residents to doctor's appointments, outings, or any function without assistance where the residents have been identified through the IPP, as being abusive to themselves or others and pose a current safety threat while being transported.

(C) Those clients who have a documented history of assault and other types of violent and/or aggressive behavior toward staff shall be discussed by the Health and Safety Committees.

Section 3. Health and Safety Committees:

(A) Health and Safety Committees composed of no more than two (2) Union representatives and the number of Management representatives required by law or regulation shall be established. There shall be two (2) such Committees, one for Hyland and one for the Orange County Group Homes.

(B) These Committees shall meet at mutually agreeable times, but not less frequently than once per quarter or as may be required to meet certification or accreditation standards.

(C) Any such Committee shall consider matters relating to health and safety of employees covered by this Agreements.

(D) Health and Safety complaints including every injury/occupational illness shall be reviewed by these Committees. These Committees shall have the power to make recommendations to the Executive Director or his/her designee.

(E) Attendance on the part of Union representatives at these meetings shall be considered paid time if scheduled to work.

Section 4. Right to Know about Toxic Substances: All employees shall have access to any and all information, including material safety data sheets, concerning any and all toxic substances in the workplace, in accordance with any current or future OSHA standards or regulations or other State or Federal statutory or regulatory requirements.

Section 5. Reimbursement for Personal Clothing and Property: Any job-related damage to personal items and/or eyewear shall be reimbursed by RSCR at a mutually agreeable price within thirty (30) days. Reimbursement for job-related damages to eyewear will be made as soon as possible. If an employee loses any work due to the loss of eyewear due to client-related damage, they shall have the opportunity to use accrued vacation, bonus, or sick time, not to exceed three (3) days and shall not be disciplined.

XXI. EMPLOYEE LISTS

RSCR will provide the Union with a monthly report containing all bargaining unit Employees along with their job classes, wage rates, union deductions and addresses. The report will be in mutually agreed upon format.

XXII. NO DISCRIMINATION

RSCR and the Union agree that neither shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, sex, political belief, sexual preference, union activity, disability, age, veteran status, or other status or activity protected by applicable federal, state, or local law.

XXIII. SAVINGS CLAUSE

Should any provision contained herein be declared invalid by operation of a law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In the event any provision is declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating an Agreement on the provisions so invalidated.

XXIV. TERM OF AGREEMENT

The Collective Bargaining Agreement shall be effective upon ratification by the Union membership and run through 12/31/18.

The undersigned represent that they are authorized to execute this Agreement on behalf of their respective party:

For RSCR California, Inc.:

For SEIU Local 721:

By: Michael D. Adelstein
Dated: 2/17/17

By: Bob Johnson
Dated: 2/6/17

Memorandum of Understanding Concerning Positions in the Unit

This Memorandum of Understanding sets forth the parties' agreement concerning the treatment of three job positions as being inside or outside of the bargaining unit definition under the contract between Service Employees International Union, Local 721 and RSCR California, Inc. The parties agree as follows:

- The position of Program Coordinator will remain in the bargaining unit. The duties of scheduling and all other supervisory duties shall be removed from the position and shall be transferred to a newly created supervisory and shall not be part of the bargaining unit;
- The position of Activities Coordinator, which is currently a vacant position, will remain in the bargaining unit; and
- The position of Office Coordinator will be outside the bargaining unit because the position involves access to confidential management information, including information about pay and benefits for non-bargaining unit jobs.

The parties agree to this treatment in order to avoid the time and expense associated with a unit clarification petition. This treatment shall be limited only to the bargaining unit covered by the parties' Orange County, California labor agreement.

AGREED by:

RSCR California, Inc.

Service Employees International Union,
Local 721

By: Charles G. Bradley
Charles G. Bradley, Lead Negotiator

By: Steve Holguin
Steve Holguin, Lead Negotiator

Date: 10.28.16

Date: _____

RSCR California, Inc.

Agreement

October 16, 2016, through December 31, 2018



SEIU Local 721

1651 E 4th St Ste 120

Santa Ana CA 92701-5143

Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

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