

SEIU Local 721
**St. John's Well Child
and Family Center**

Memorandum of Understanding

**March 1, 2014,
through
February 28, 2017**



*Agreement Between
SEIU Local 721 and
St. John's Well Child and Family Center
March 1, 2014 – February 28, 2017*

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This Agreement is made and entered into as of the 1st day of March, 2014, by and between St. John's Well and Child Center, hereinafter referred to as "St. John's," and Service Employees International Union, Local 721, CTW, CTC, hereinafter referred to as "the Union."

ARTICLE 1 RECOGNITION

Section 1.1 – Recognition.

St. John's recognizes SEIU 721 ("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 at St. John's, including but not limited to the classifications set forth in *Appendix A, Wage Scales*.

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 St. John's relocates any of its facilities, 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 St. John's and employing Employees in classifications covered by this Agreement shall be deemed an expansion of St. John'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 or occasional operational needs such as for instruction or the set up of new equipment, and when there is an insufficient number of Employees available, non-bargaining unit employees of St. John's 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.

St. John's may assign any Employee to perform work outside his/her normal job duties and/or departments when operating conditions warrant it, provided the Employee is

qualified to perform the work involved safely and that this assignment does not conflict with other critical duties regularly assigned.

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 St. John's, be terminated within ten (10) workdays of such notice.

Section 2.3 – Notification to New Employees.

St. John's 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, St. John's 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, St. John's will deduct from the pay of such Employee during each pay period 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 St. John's 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.

St. John's 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 St. John's in writing. Within four (4) days of receipt of an Employee's revocation of COPE authorization, St. John's will cease making COPE deductions from that Employee's paycheck.

Section 2.6 – Remittance.

St. John's 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 St. John's 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 St. John's for the purpose of complying with the provisions of this Article.

**ARTICLE 3
NONDISCRIMINATION, DIGNITY, RESPECT AND COOPERATION**

Section 3.1 – Nondiscrimination.

St. John's 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 St. John's agree that all supervisors, Employees and other persons who work at St. John's 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 St. John's 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 to the Employer's designee of his/her impending visit. No interference with the patients or the work of the Employee shall result from the visit.

The Union may use St. John's facilities for meetings if approved by the Executive Director or designee in advance.

Section 4.2 – Union Stewards.

St. John's recognizes the right of the Union to select a reasonable number of Union Stewards. The number of Stewards shall not exceed one (1) per twenty -five (25) employees in the bargaining unit, except that every worksite may have at least one (1) steward. For purposes of this section, the following locations will be defined as worksites: 1. Compton and East Compton; 2. Hoover; 3. Magnolia; 4. Williams; and 5. School-based sites. The Union may have an internal process in which one (1) Alternate Steward for each Steward may be assigned, who shall perform the Steward's functions when the Steward is absent. To prevent interruption of St. John's services, no more than one (1) steward shall be selected from the same department per worksite, except by mutual agreement.

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

Upon advance written request, and subject to staffing and scheduling needs, St. John's 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.

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 three (3) hours 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 three (3) hours of paid release time will not be counted for purposes of calculating overtime.

Section 4.3 – Bulletin Boards.

St. John's shall provide bulletin boards (at least 36 × 48 inches) at all St. John's work locations, 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.

Bulletin Boards shall be placed in the following locations and in the following amounts:

Compton	—	(3)
Magnolia	—	(1)
Williams	—	(1)

Hoover	—	(2)
Lincoln	—	(1)
Hyde	—	(1)
East Compton Clinic	—	(1)
All School-based Clinics	—	(1) for each site

St. John's shall provide a bulletin board to any further locations not mentioned here that are open or may be opened during the term of this Agreement.

Section 4.4 — New Hire Union Notification.

St. John's shall provide an orientation to all new Employees hired filling a bargaining unit job classification upon hire. At the orientation, St. John's 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 St. John's including a union membership card and a copy of the collective bargaining agreement. At the orientation, a Union steward representative shall be provided a reasonable amount of time, not to exceed thirty (30) minutes on work time, to explain the coverage of this Agreement, the obligations of Union membership and any other information regarding the Union. Union stewards shall be notified at least 24 hours in advance of the orientation in order to make appropriate arrangements to be present. If the steward is not released to attend the orientation, a steward from the same worksite as the new employee will be allowed up to 30 minutes to meet with the new employee on paid time at their worksite. Staff Union representatives may participate as available.

Section 4.5 — Union Leave.

Upon fourteen (14) calendar days prior written notice to the Employee's direct supervisor, the Supervisor or Executive Director may grant up to three months (with the possibility of renewal upon the same notice given) 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

St. John's retains the right to manage and direct its work force. Except as explicitly limited by a specific provision of this Agreement, St. John's 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 St. John's has not expressly modified or restricted by a specific written provision of this Agreement are retained and vested exclusively in St. John's.

St. John's 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 St. John's to its clients and oversight of the provision of services; the use of equipment and other property of St. John's; technological changes; management of Clinic business, fundraising and grant applications; restructuring or reorganization of St. John's; the number, location and operation of St. John's facilities, programs and departments, including relocation, expansion or reduction of St. John's, department or program within St. John's; 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.

In the event that St. John's desires to subcontract work performed under this Agreement, the Union shall be notified as soon as possible and in all cases given not less than ninety (90) days' advance notice of such subcontracting. St. John's will make every effort to avoid subcontracting work currently being performed by bargaining unit employees. In the event that the Employer intends to subcontract such work, and within ten (10) days of giving notice to the Union, the Employer will meet with the Union to review its plans to subcontract, and the parties will explore all possible alternatives to subcontracting.

ARTICLE 6 SENIORITY

Section 6.1 – Definition.

Seniority shall mean the length of continuous service during the Employee's most recent employment with St. John's. Temporary employees shall not accrue seniority.

Section 6.2 — Regular Full-Time Employees.

Full-time Employees are defined as those Employees normally assigned to work thirty-two (32) hours or more per week. Regular full-time employees qualify for holiday, vacation and sick-time pay and other designated Company benefits.

Section 6.3 — Part-Time Employees.

Part-time Employees are regularly scheduled to work less than forty (40) hours per week and are normally employed a minimum of twenty (20) hours per week. Part-time employees who work a minimum of twenty (20) hours per week qualify for holiday, vacation and sick-time pay and other designated Company benefits pro-rated at half-time.

Section 6.4 — Temporary Employees.

An employee is considered to be a temporary employee if employed through a temporary service for a specific period of time, (such as summer break) with a scheduled termination date, or she/he is an employee only hired to complete a specific project. Temporary employees are not eligible for any Company-sponsored benefits, such as medical insurance, vacation, sick days and holidays. An employee will not change from a temporary status to another status unless notified in writing. No current bargaining unit employee shall be displaced as a result of a temporary employee's change in status.

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. St. John's 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, St. John's 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

St. John's in writing of any change in address during this time period, and St. John'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 any and all bargaining unit openings. Prior to advertising any job vacancy within the bargaining unit or placing a posting for the job vacancy online, the vacancy shall first be posted by St. John's on the Union and St. John's bulletin boards at all Clinic facilities, and listed on the ADP system, and notice given to Union stewards. 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 ten (10) workdays prior to the job being filled. St. John's shall accept applications and resumes from individuals meeting the minimum requirements for the job to be filled during this ten (10) workday posting period, unless due to absence from work or another legitimate reason, the applicant was not made aware of the job posting, in which case the applicant will be allowed to apply within five (5) working days of becoming aware of the posting. When an existing Employee has not given St. John's proper notice (i.e., two (2) weeks' notice prior to quitting and creating the vacancy question), St. John's may fill said vacancy on a temporary basis while this posting procedure is engaged. Nothing herein shall prevent St. John's 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. 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 St. John's 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, St. John's need not consider that Employee's bid for any job classification for a period of six (6) months.

Employees who are interested in being made aware for any possible openings may proactively notify Human Resources in writing of such interest and shall be notified in the event that an opening arises in the position for which they have expressed interest.

Section 6.8 – Seniority Lists.

St. John's 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, St. John's 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, St. John's 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. St. John's shall meet with the Union to negotiate over the impact and process of lay-offs.

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 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, St. John's 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 St. John's 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, St. John's 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 as soon as possible but normally within fourteen (14) calendar days of the infraction or within fourteen (14) calendar days of the date when St. John's became aware and confirmed the infraction, or should have reasonably become aware of the infraction.

Section 7.3 – Right to Representation. Investigatory Meeting.

St. John's 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.

St. John's 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 Acknowledgment.

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 – Procedure.

A dispute regarding transfers, layoffs, discipline and termination of a St. John's Well Child & Family Center union employee may be the subject to the following grievance procedure and can be subjected to the provisions of arbitration. Prior to the grievance procedure every attempt will be made to resolve disputes in an amicable way and if all parties are in agreement then the issues will be considered "resolved."

Section 8.2 – 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 8.3 – Grievance Submission and Hearing.

A grievance or complaint arising shall be presented in writing signed by the grievant within ten (10) work days after the union employee has knowledge of the event or should have known the event causing the grievance to the employee's immediate supervisor. The immediate supervisor and or designated representative will respond to the grievance in writing within ten (10) business days. If the employee filing the

grievance not satisfied, he or she can ask the Union Steward or designated union representative to attempt to resolve the matter first with the employee's immediate supervisor or designated representative. If the Union Steward or designated representative is not satisfied with the written response a hearing will be scheduled with the Chief Human Resource Officer (CHRO) or his or her designee within ten (10) business days. The meeting with the immediate supervisor and or CHRO may be waived by mutual consent of the parties.

Section 8.4 – Response from Human Resources.

The Chief Human Resource Officer (CHRO) or his or her designee will render a written decision within ten (10) business days from the date of the hearing to the Union Steward or designated representative.

Section 8.5 – Arbitration Procedure.

If the Union Steward or designated representative wishes to appeal the Chief Human Resources Officer (CHRO) or his or her designee's decision, it may submit the dispute to arbitration within thirty (30) business days from receipt thereof. The Union Steward or designated representative shall notify the President of his or her designee of the arbitration the same period the CHRO was notified.

Section 8.6 – Arbitrator Selection.

The arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service or the American Arbitration Association, and the proceedings shall be in accordance with the rules and regulations for the service selected. The arbitrator shall be requested to render a decision within ten (10) days following the course of the hearing. The arbitrator's decision shall be final and binding. The arbitrator's fee shall be shared equally by the Employer and the Union.

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 St. John'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, sit-down, 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.

St. John's 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. St. John's 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. St. John's will make every attempt to adhere to the posted schedules, but reserves the right to make permanent or long-term changes with fourteen (14) calendar days notice to the affected Employees, with the exception of emergencies. If more than one Employee is qualified to perform the necessary work without resulting in overtime, then St. John's will: (1) first seek volunteers before changing an Employee's schedule involuntarily; (2) if there are no volunteers available, then the least senior qualified person by rotation shall perform the work. In addition, an Employee whose schedule is involuntarily changed may, with St. John's approval, arrange for another qualified Employee to perform the work.

Section 10.2 – Workweek.

The workweek shall be from Monday 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.

Section 10.4 – Travel Time.

All time traveling directly between St. John's facilities and to any facility other than the Employee's regular work facility during a workday will be counted as time worked.

Section 10.6 – 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 or earn compensatory time at the rate of one and one-half (1½) times the straight-time hourly rate. Employees may only accrue 200 hours of compensatory time. Any hours above 200 hours shall be paid as overtime pay. Compensatory time shall normally be utilized in the same manner as vacation leave or as permitted by the Employer. Compensatory time will be cashed out upon separation. Compensatory time must be used within 90 calendar days or paid in overtime. 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.

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. If continuous operation is required in the job concerned, a substitute will be provided for the relief period. In the unusual circumstance where an employee is unable to take time off for a rest period, the employee may request and, in the event of such a request, shall receive the time equivalent to such rest period with no loss of pay at the next scheduled lunch period that day or later in the shift.

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 thirty (30) minutes 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 (1½) times the regular hourly rate only for any hours worked over forty (40) in a given workweek.

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 St. John's 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. As per the Health Center Emergency Management expectations, employees shall be required to report to work as scheduled during the time of such a disaster. The Employer will consider employees' availability on a case by case basis.

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:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Columbus Day

Veteran's Day
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)

Employees who work on a holiday shall be paid one and one-half (1½) 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.

Vacation pay begins accruing from the employee's date of hire. Regular full time employees accrue paid vacation according to the schedule below:

Years of Continuous Service	Accrual Rate by Month	Equivalent Number of Hours/Days	Maximum Cap on Accrual Hours/Days
0 – 2 years	6.67 hours	80/10	N/A
3 to 5 years	10.00 hours	120/15	200/25
6 + years	13.34 hours	160/20	200/25

Regular Part-Time accrue paid vacation on a basis proportionate to the amount of time they are regularly scheduled to work in a week (e.g., an employee working a 20-hour week accrues vacation leave at one-half the rate for a regular full-time employee). Employees may not take accrued paid vacation time off until after they have completed six (6) continuous months of service. Employees are encouraged to use all vacation during the 12-month period after it has been earned.

Every effort will be made to grant an employee her/his vacation at the time she/he desires. However, vacations cannot interfere with the Company's operation and, therefore, written requests for vacation time off must generally be submitted to an employee's supervisor for approval at least thirty (30) days in advance, after which

written submission the supervisor shall provide the employee with written confirmation of the vacation schedule's approval or denial within 14 days of submission. Vacation requests can be submitted within the 30 days timeframe and shall not be unreasonably denied unless there is a clear operational reason. Each department shall maintain a vacation calendar which will be updated regularly. You may not take less than one (1) day of vacation off. Vacation requests will be approved on a first come, first served basis, and only if the time off will not interfere with the normal business operations of the Company. The amount of time requested cannot exceed the accrued amount. If any conflicts arise in requests for vacation time, preference will be given to the employee with the most seniority.

If a holiday occurs during an employee's scheduled vacation, the employee will receive holiday pay for that day, and the employee will not be charged for a vacation day on the day the holiday is observed.

The maximum accrual for vacation pay is 200 hours. Once the maximum accrual has been reached, no further accrual can occur until the employee has taken vacation time off to bring the vacation hours below the maximum allowed. Vacation pay is not considered "hours worked" when computing overtime pay. Employees will be paid for accrued but unused vacation upon termination of employment.

Section 11.4 – Sick-pay.

Each employee shall accumulate one (1) day's sick/personal leave for each calendar month of employment. Each employee shall be entitled to six (6) days' sick leave with pay after one year's service and six (6) days for each full year of employment thereafter. Sick leave shall accumulate to a maximum of thirty-six (36) days. Sick leave shall commence with the first day of any illness. Certification by a physician or visiting nurse may be required after 3 days illness or, injury. Employer may also require certification whenever it appears to be justified if an employee has been warned about his/her attendance.

An employee shall not be entitled to sick leave with pay until after completion of the probationary period; however, all service credit from date of hire shall be counted towards eligibility for paid sick leave credit as outlined in the preceding paragraphs. If a holiday occurs during a period of paid sick leave, the employee, if otherwise eligible, shall receive holiday pay and such pay shall not be charged to sick leave credits.

Accumulated sick leave may be used by the employee for medical appointments of the employee provided that the employee gives their supervisor at least ten (10) days advance notice of the appointment. If, however, the facility cancels or requests a change

in the appointment or an emergency occurs the ten (10) day notice may be waived by mutual consent of the Parties. Employees shall not be unreasonably disciplined for using their accumulated sick leave, provided such leave is within the intended use as outlined in this section.

Accumulated sick leave also may be used by an employee to care for an ill or injured dependent, immediate family member or domestic partner as defined under the bereavement policy.

Section 11.5 – 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 11.6 – 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 St. John's 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 St. John's 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.

Section 12.2 – Worker's Compensation Leave.

St. John's shall provide a leave of absence for industrial illness or injury in accordance with applicable state and federal law. 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, St. John's 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 St. John's 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.

St. John's 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.

St. John's will provide maternity/paternity leave in compliance with the full rights provided under applicable state and federal laws.

Section 12.6 – CA State Paid Family Leave Insurance.

Paid Family Leave (PFL) is a California state-sponsored insurance program with the SDI program. Paid Family Leave provides employees with partial wage replacement for up to six (6) weeks in any twelve-month period while absent from work for a seriously ill or injured child, parent, spouse, or domestic partner, or bonding with a minor child within one (1) year of the birth or placement of the child in connection with foster care or adoption. The time taken to satisfy the waiting period of seven (7) days, may be taken incrementally. PFL does not create the right to a leave of absence and does not require the Company to guarantee reinstatement rights other than those mandated by law. PFL runs concurrent with FMLA and CFRA when applicable Employees (may use) or (are required to use) up to two (2) weeks' vacation and/or sick time available, before they are eligible for paid family leave insurance. Information to file for benefits can be obtained from the California Employment Development Department.

Section 12.7 – Pregnancy Disability Leave.

Pregnancy Disability Leave is a leave of absence for a disability related to an employee's pregnancy, childbirth, or related medical condition. Employees may submit a written request to the Human Resources department. for a pregnancy related disability leave of absence, without pay, for the length of any pregnancy related disability, up to a maximum of four months. This leave may be taken incrementally for illness related to the pregnancy and for medical appointments.

If an employee is disabled due to a pregnancy or childbirth related condition, she may take a pregnancy related disability leave of absence of up to four (4) months,(CA) and if needed, up to twelve (12) weeks of leave if the employee is eligible under the California Family Rights Act (CFRA). When applicable, pregnancy leaves will run concurrently with family and medical leave under federal law, but not under state law.

Requests for pregnancy leaves will be granted to employees who present a physician's written statement to the Human Resources department that certifies the need for the

leave and estimates the length of time the employee will be unable to work due to the disability. Employees on pregnancy leave who return to work immediately following the end of an approved leave with a physician's written release verifying that they are able to safely perform their duties will be returned to the same job they held immediately prior to their leave or, if that position has been eliminated, a comparable position if one is available.

If available, a transfer to a less strenuous or hazardous position will generally be granted to an employee who submits a certification from a health provider that a transfer is medically advisable. Certification must include the date of the medical advisability of the transfer, the probable duration of the need for the transfer, and a statement that, due to a pregnancy related disability, the employee is unable to work at all, or perform any one or more of the essential functions of the job, without undue risk to her or the successful completion of her pregnancy. However, the Company will not undertake to create a new position for the pregnant employee that would not have otherwise been created to meet its own business needs, nor will the Company be required to discharge any employee, transfer any employee, or promote any employee to accommodate the pregnant employee. Upon transfer, an employee will receive the salary and benefits that are regularly provided to employees in the position to which the employee has transferred.

ARTICLE 13 LABOR-MANAGEMENT COMMITTEE

Section 13.1 – Labor-Management Committee.

A Labor-Management Committee for each worksite location will be developed. The parties will agree on a reasonable size for the committee based on the needs of the site. For the purposes of this Article, worksites are defined as (1) Compton and East Compton, (2) Frasier, (3) Magnolia, (4) School-based sites, and (5) Williams. These committees will meet monthly to discuss issues relevant to their specific site. In the event that additional sites are opened during this agreement, an additional site-specific LM Committee will be added to that site. An agency-wide Labor-Management Committee comprised of four (4) bargaining-unit employees and four (4) Employer representatives, will meet quarterly to discuss issues relevant to the entire agency.

**ARTICLE 14
PARKING**

Section 14.1 – Employee Parking.

Employees shall be provided with free parking on a first-come, first-served basis at all St. John's work locations. All of St. John's parking will be equally accessible to all bargaining unit employees.

**ARTICLE 15
WAGES**

Section 15.1 – Wage Scales.

The Wage Scale for each classification covered by this agreement shall be set forth in Appendix A which is attached hereto and, by this reference, made a part hereof.

Effective immediately upon ratification of this agreement, the wage scale for Year 1 will be implemented for all covered employees, according to their date of hire. No employee (including employees that are making above the wage scale), shall receive less than a 3% increase to their current hourly rate effective March 1st, 2014.

Effective March 1st, 2015, no employee will make less than \$15.00 per hour, which is contingent upon:

1. Three (3) months trend of 30 days operating cash on hand,
2. Four (4)% operating surplus not including capital/construction project funding,
3. LA County Department of Health Services HWLA 'unmatched' contract of 7 million.

In the event that the above contingencies are not reached, the bargaining team and Management will meet to discuss a reopener.

On the first anniversary date of ratification (2012), the wage scale for Year 2 will be implemented for all covered employees, according to their date of hire. No employee (including employees that are making above the wage scale), shall receive less than a 2% increase to their then hourly rate.

On the second anniversary date of ratification (2013), the wage scale for Year 3 will be implemented for all covered employees, according to their date of hire. No employee

(including employees that are making above the wage scale), shall receive less than a 2% increase to their then hourly rate.

All wage scales and associated increases shall be effective the first pay period following their implementation date.

Section 15.2 – Step Increases.

In addition to the above listed, company-wide annual increases, individual employees shall receive Anniversary Step Increases in accordance with the wage scales for Years 1, 2, and 3 in Appendix A of this agreement. Employees shall advance to the appropriate anniversary step on the wage scale according to their dates of hire. Employees who are above the scale shall not receive a step increase on their anniversary date.

Section 15.3 – No Reduction in Benefits.

No employee covered by this Agreement shall, as a result thereof, suffer a reduction in wages or other benefits. Employees making above their respective scale shall retain their rate and receive the minimum increases set forth in Section 1 above.

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.

Rates of pay with regard to new job classifications covered by this agreement shall be established in accordance with the following procedure:

The Employer shall give the Union notice in writing of each new job classifications, with corresponding job descriptions, to be covered under the agreement and shall establish an interim rate of pay therefore which shall not be less than the minimum rate of pay set forth in Article 15 – Wages, and the accompanying Appendix A of this agreement. Unless the Union objects to the proposed rate of pay within ten (10) days, said rate shall take place forthwith between the representatives and the parties. If the parties are unable to reach agreement, the dispute shall be adjusted in accordance with the method provided in the agreement for the settlement of a grievance.

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 BENEFITS

Section 17.1 – Health, Dental and Vision Plan.

The Employer shall maintain a fully paid option of medical, vision and dental plan for all bargaining unit employees.

Employee contributions towards other monthly premiums shall be as follows:

2014:

Employee's contributions shall not change from current contributions;

2015:

Employee's contributions shall not change from current contributions.

Employee's contributions for Employee plus spouse coverage shall be reduced by twenty dollars (\$20) from the 2011 respective rate.

Employee's contributions for Employee plus child coverage shall be reduced by twenty- four dollars (\$24) from the 2011 respective rate.

Employee's contributions for Employee plus family coverage shall be reduced by forty dollars (\$40) from the 2011 respective rate.

2016:

Employee's contributions shall not change from current contributions.

Employee's contributions for Employee plus spouse coverage shall be reduced by twenty dollars (\$20) from the 2012 respective rate.

Employee's contributions for Employee plus child coverage shall be reduced by twenty- four dollars (\$24) from the 2012 respective rate.

Employee's contributions for Employee plus family coverage shall be reduced by forty dollars (\$40) from the 2012 respective rate.

In 2012, St. John's intends to join the California Healthcare Industry Trust (CHIT) if the Trust offers materially lower rates, but shall reserve the right to leave the trust in subsequent years so long as comparable benefits are provided and the above employer contributions maintained.

Section 17.2 – 403(b) Savings Plan.

St. John's shall continue to offer a 403(b) Savings Plan for eligible employees, pursuant to the Employee Handbook.

Section 17.3 – Life and Long-term Disability Insurance.

St. John's shall continue to offer life and long-term disability insurance to eligible employees.

**ARTICLE 18
PERSONNEL RECORDS**

Section 18.1 – 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 of 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 on work time with Human Resources. 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 grievance or 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 18.2 – Disciplinary Notices.

The Employer agrees to provide the Union with copies of all Disciplinary Notices or Notices of Unsatisfactory Job Performance as soon as practicable after their issuance to employees. The Employer agrees to remove from each employee's personnel file slips for incidents of unsatisfactory performance for which there has been no recurrence for one (1) year. The Employer agrees to provide language on the Disciplinary Notice or Notice of Unsatisfactory Job Performance form to the effect that the employee is only required to sign acknowledging receipt of the notice and that the employee is not required to sign such notice in any way indicating agreement with the contents of the notice and that he/she may pursue the matter through the grievance procedure if he/she disagrees with the action taken.

Section 18.3 – Job Descriptions.

St. John's will maintain up-to-date job descriptions for each classification covered under this Agreement. Upon request by an Employee to Human Resources, copies of his/her job description will be made available within two weeks. Prior to any change, the Union and affected employees will be given notice of any proposed changes to their job description, and will have a right to provide recommendations and object to any provisions deemed inconsistent with their core job function.

Section 18.4 – Time-Off Accounts.

St. John's shall provide Employees with information on their payroll checks of their accruals in sick leave, vacation and personal days.

Section 18.5 — 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 19 EDUCATION AND TRAINING

Section 19.1 — Skill Enrichment and Development.

St. John's 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 St. John's. 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. If the course is mandated either by St. John's or a regulatory agency, then St. John's will accommodate all employees accordingly so they may obtain the certification.

Section 19.2 — Reimbursement.

St. John's shall allocate Ten Thousand Dollars (\$10,000) 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, St. John's shall have no obligation to reimburse Employees for costs associated with approved skill enrichment and development programs. Until said moneys are depleted, St. John's shall reimburse said Employees up to a maximum of Five Hundred Dollars (\$500) 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 St. John's are insufficient to cover each request, Employees will receive reimbursement according to seniority.

Section 19.3 – Requested Education.

If St. John's requests an Employee take a course, St. John's shall pay for all costs associated with such course. If St. John's requires an Employee to take a course, it shall also pay such Employee at his/her regular hourly rate (on a non-overtime basis) for all hours spent in class.

Section 19.4 – In-service Training.

St. John's agrees that training should be done on work time. St. John's will provide training every six (6) months to ensure that all Employees have the opportunity to become fully trained to perform the skills required for optimum patient care, and/or are trained regularly. Make-up trainings shall be provided to employees who are not able to attend. Such make-up trainings may be provided online, however any online make-up trainings shall be conducted during their normal hours of work and shall not require any additional evaluation that was not required of those who were able to attend the in-service training. Management will endeavor to provide to employees additional external trainings for those areas for which employees (whether individually or collectively) require additional training as discussed by the Joint Labor-Management Committee, in addition to the mandatory bi-annual trainings outlined in Section 19.1.

Employees may identify and recommend training needs by site or by department through the Labor-Management Committees in conjunction with the processes outlined in Article 13 of this Agreement.

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

Employees who are required to attend in-service 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 in-service training on a scheduled or unscheduled day will be considered and compensated as time worked.

Section 19.5 – Restructuring and Training.

St. John's 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.

St. John's 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, changes in Program or Program funding, restructuring or layoffs.

Section 19.6 – Certification.

Management will provide employees who complete training a certificate of fulfillment within 30 days of the training. Training certificates may distinguish between certificates of participation and certification for specific skills that require examination or that have more formal certification requirements. For mandatory in-service trainings, management need only provide a written confirmation of attendance upon request of the employee. All certificates and certifications will include the subject matter(s) covered by the training and the number of hours of training received. Training certificates offered by external training providers who provide training to the Clinic shall be sufficient to meet this requirement, provided these certificates include the subject matter covered and the hours of training received.

ARTICLE 20 HEALTH AND SAFETY

Section 20.1 – Healthy and Safe Workplace.

It is the responsibility of St. John's 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.

An emergency contact between stewards and senior management in order to respond quickly to emergency accidents or toxic or extremely hazardous health conditions that may arise in the workplace in order for corrective action to be taken.

Section 20.2 – Infection Control.

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

Section 20.3 – Precautionary Health Standards.

St. John's 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, St. John's will offer at no cost:
 - 1. Titer Test and/or Rubella vaccine, if needed.
 - 2. Hepatitis B vaccine upon hire.

Section 20.4 – Physical Exams.

If St. John's requires a physical exam for current employees, then employees may take the physical exam on work time.

Section 20.5 – General Duty.

The parties recognize that it is the responsibility of St. John's 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 20.6 – Equipment.

St. John's 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 20.7 – Staffing.

It shall be the policy of St. John's to maintain staffing consistent with quality patient care. Staffing ratios shall take into account Employee and patient health and safety at all times. This shall include adequate coverage for dealing with regular staffing needs and occurrences such as coverage during vacation, illness, meal and rest periods, days off, and training. In the event that staffing levels have been demonstrated to be inadequate to provide coverage in light of scheduled and unscheduled absences, the issue shall be addressed at the Labor-Management Committee to consider whether additional staffing would be appropriate to provide adequate coverage. St. John's shall make every effort to ensure that sufficient staff is available at all times to assist in lifts when they are required. All employees expected to engage in patient lifting shall be trained or oriented appropriately prior to engaging in such work.

Section 20.8 – 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 21
PERSONNEL POLICIES**

Section 21.1 – Personnel Policies in Employee Handbook.

Each provision of St. John's Personnel Policies as specified in the Employee Handbook may be amended from time to time at St. John's discretion, and remains in force and effect unless it conflicts with a specific provision of this Agreement. St. John's shall

notify and provide the Union with copies of amendments prior to implementation, and the Union shall have a right to issue recommendations and objections prior to implementation which St. John's will not unreasonably deny.

ARTICLE 22

SAVINGS CLAUSE

Section 22.1.

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, St. John's 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 23

DURATION

Section 23.1 – Term.

This Agreement shall remain in full force and effect from March 1, 2014, until and including February 28, 2017, 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 February 28, 2017, or at least ninety (90) days to the other party and the Federal Mediation and Conciliation Service, respectively, proposing modification, amendments or termination.

ARTICLE 24

ZIPPER CLAUSE

Section 24.1.





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, St. John's 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.



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, on this 15th day of March, 2014.

**FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
SEIU LOCAL 721, CtW, CTC**

By: 
By: 
By: 
By: 
By: _____
By: _____
By: _____
By: _____
By: _____
By: _____
By: _____

**FOR ST. JOHN'S WELL CHILD &
FAMILY CENTER**

By: 
By: 
By: _____
By: _____
By: _____
By: _____
By: _____
By: _____
By: _____
By: _____

Side Letter on Successorship

The parties agree that in the event that the owner or management of operations, programs or services covered by the Collective Bargaining Agreement are changed by the sale, merger, transferred or in any other manner modified, the Collective Bargaining Agreement shall be included as a condition of such change or transfer and shall run to its conclusion as the contract of the successor employer. Additionally, the Employer agrees to contractually bind the successor employer to hire all bargaining unit employees in their current classification at the time of transfer, and to carry over and honor all accrued seniority for all purposes including all paid time off accounts.

For SEIU 721:



Name

Date

For St. John's Well Child and Family
Center



Name

Date

Row Labels	Count
Less than 15	231
Call Center	11
Compton	25
Corporate	11
Dominguez High	9
East Compton	13
Frayser/Hoover	1
Hyde Park	5
Lincoln Heights	3
Magnolia	17
Manual Arts High	4
Mobile Clinic	4
Rev. Warner Traynham Health Center	5
Williams	32
Greater than 15	24
Call Center	1
Compton	3
Corporate	4
Lincoln Heights	2
Magnolia	3
Mobile Clinic	1
Williams	10
Grand Total	159

Current Salary Cost	Proposed Salary Cost effective March 1	Proposed Salary Cost effective December 1	FY 2014 Cost	FY 2015 Cost
\$4,398,700.80	\$4,778,259.20	\$5,156,507.20	\$4,746,520.13	\$5,156,507.20

160 FTE

Increase from Current	Increase from 2014
\$347,819.33	\$409,987.07

APPENDIX A-WAGE SCALES BY JOB CLASSIFICATION

CLASSIFICATIONS		Effective March 1, 2014		2%
Job Title	Department	Year 1 (2014)	Year 2 (2015)	Year 3 (2016)
Non-Certified Benefits Counselor	CLN	\$13.52	\$15.00	\$15.30
Dental Assistant	CLN	\$12.14	\$15.00	\$15.30
File Clerk	CLN	\$12.14	\$15.00	\$15.30
Health Educator *	SS	\$14.01	\$15.00	\$15.30
Maintenance Technician	CLN	\$12.38	\$15.00	\$15.30
Medical Assistant I	CLN	\$12.14	\$15.00	\$15.30
Medical Assistant II	CLN	\$13.95	\$15.00	\$15.30
Operator	CLN	\$12.14	\$15.00	\$15.30
PAP Clerk	CLN	\$12.14	\$15.00	\$15.30
Outreach Worker	CLN	\$13.39	\$15.00	\$15.30
Receptionist	CLN	\$12.14	\$15.00	\$15.30
Receptionist II (Lead)	CLN	\$13.91	\$16.00	\$16.32
Referral Coordinator	CLN	\$12.14	\$15.00	\$15.30
Security Guard	CLN	\$12.14	\$15.00	\$15.30
Exiting Staff with Salary above \$15/hr and Less than \$20/hr			Current Rate + 5%	
			5%	2%
Registered Dental Assistant	CLN	\$15.00	\$15.75	\$16.07
Driver *	SS	\$15.76	\$16.55	\$16.88
Health Promoter *	SS	\$16.23	\$17.04	\$17.38
Certified Benefits Counselor	CLN	\$16.00	\$16.80	\$17.14
Patient Navigator	CLN	\$16.95	\$17.80	\$18.15
			3%	2%
General Organizer Right To Health*	SS	\$21.21	\$21.85	\$22.28
Patient Health Care Coordinator *	SS	\$24.81	\$25.55	\$26.07

* Note: Some positions may be grant specific and starting salaries are subject to change (increase) depending upon the grant. In addition, when grant funding ends, certain positions may also be eliminated.

St. John's Well Child and Family Center

March 1, 2014, through February 28, 2017



SEIU Local 721

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

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