

**SEIU Local 721**  
**California Forensic**  
**Medical Group**

**Agreement**

**November 1, 2015,**  
**through**  
**June 30, 2018**





COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, 721 CTW, CLC

NOVEMBER 1, 2015 - JUNE 30, 2018

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## **AGREEMENT**

This Agreement is made and entered into this 1st day of November, 2015, by and between CALIFORNIA FORENSIC MEDICAL GROUP, INC., hereinafter referred to as "Company"; and SERVICE EMPLOYEES INTERNATIONAL UNION, 721 CTW, CLC, hereinafter referred to as "Union".

### **ARTICLE 1 RECOGNITION**

Section One. The Company recognizes the Union as the exclusive representative for all full-time and regular part-time and per diem employees employed by Company at Ventura County facilities in the following job classifications: Registered Nurses; Vocational Nurses; Physician's Assistants; Nurse Practitioners; Clerk Typists; Medical Assistants; and, Health Technicians, excluding all office managerial employees, professional employees, sales employees, guards and supervisors as defined in the National Labor Relations Act, in accordance with the certification issued in National Labor Relations Board Case Number 31-RC-6615.

### **ARTICLE 2 EMPLOYER AND UNION RESPONSIBILITY**

Section One. The Union agrees that during the term of this Agreement, including any extension thereof, neither the Union nor any of the employees it represents will take part in, condone, encourage or acquiesce in, either directly or indirectly, any strike, sympathy strike, sitdown, slowdown, stoppage of work, picketing, boycott, refusal to cross the picket line of any union, or any other interference with or interruption of the operations of the Company. The Company agrees that there shall be no lockout during the term of this Agreement or extension thereof.

Section Two. Any employee or employees participating in any action prohibited by this article shall be subject, in the Company's discretion, to discharge or any other disciplinary action by the Company without recourse to the grievance procedure or arbitration; provided, however, that in the case of discharge, the question of whether any discharged employee or employees in fact participated in any such action will be subject to the grievance and arbitration procedures.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Section One. Except as specifically modified by the written terms of this Agreement, the Company shall have all the rights and prerogatives conferred on it by law including but not limited to, the exclusive direction of the working force; the right to direct, plan and control Company operations; the right to assign work to any unit employees covered by this Agreement; the right to establish and change working hours and shifts; to create or abolish job classifications; to hire, promote, demote, transfer, suspend, discipline or discharge for just cause; to lay off employees because of lack of work or for other reasons; to make, alter, amend and enforce rules and regulations not in conflict with the specific terms of this Agreement; introduce new or improved methods of operation; to determine the means, equipment and materials to be used; to require punch of time cards; to abolish past work customs and practices which it, in its sole discretion, determines are inefficient and costly, and; to take all other actions necessary or appropriate to carry out these rights and prerogatives. It is further agreed that the Company's exercise of the foregoing rights and prerogatives is not limited by any past practice or policy, nor by any practice or policy it adopts during the term of this Agreement.

It is further agreed that the practical consequences of the Company's exercise of its rights and prerogatives under this Article may be subject to the grievance procedure while the exercise of its rights and prerogatives under this article shall not be subject to the grievance procedure or the subject of bargaining.

### **ARTICLE 4 UNION SECURITY**

Section One. Upon request, up to four times per calendar year, the Company shall provide via email the names and addresses of all employees covered by this Agreement to the Union.

Section Two. (a) Upon receipt of the voluntary and written authorization cards or instruction from the Union and/or employee, the Company shall deduct from the wages of the employee the employee's Union dues and/ or initiation fees each pay period and remit the same once a month to the Union.

(b) As a condition of employment, all Employees hired after July 1, 2007, must either become members in good standing with the Union or pay an agency fee during the first week after completion of that employee's probationary period. Employees who are required herein to maintain membership in the union and fail to do so and Employees who are required herein to pay an agency fee and fail to do so, shall, upon notice of the fact in writing from the Union to the Company and to the affected employee, be terminated within thirty (30) days of such notice.

Section Three. The Union agrees to save, protect and hold the Company free and harmless from any demand, cause of action or liability of any kind whatsoever arising out of or connected with the deductions of Union dues or initiation fees and remittance thereof.

Section Four. Union dues shall remain at the same level as paid by members at the ratification of this Agreement for the life of this Agreement.

Section Five. The Company shall furnish any Union related documents to new hires as part of their orientation process.

#### **ARTICLE 5 NONDISCRIMINATION**

Section One. There shall be no discrimination of any kind by the Company or Union against any employee on the basis of race, age, creed, sex, color, national origin, physical handicap, disability or veteran's status.

Section Two. There shall be no discrimination, interference, restraint or coercion by the Company or the Union by or through any of their agents or representatives because of membership or nonmembership in the Union.

#### **ARTICLE 6 UNION BUSINESS**

Section One. Union staff shall be granted access at reasonable times to enter the Company's facilities, except as restricted by the Sheriff's Department, where represented employees are employed when such visits are necessitated by matters concerning the administration of this Agreement, observation of the conditions under which employees work and assistance in the processing of grievances. The Union Representative shall, upon arrival at the Company's facility,

notify the supervisor or acting supervisor present at the facility. No interference with work of the employees or the confidentiality of patients shall result from such visits.

Section Two. The Company agrees to recognize one (1) and only one (1) employee on each shift at each facility as the Union Steward, duly appointed by the Union to receive complaints, advise members on terms of the Agreement and see that terms of this Agreement are observed. The Union shall notify the Company in writing to the main Company office on Foam Street with copy to the Program Manager of the names of all duly-appointed Stewards. The Company agrees that no employee will be discriminated against for membership in the Union or activity on behalf of the Union.

Section Three. The Company shall provide access to such meeting facilities as exist at each location for Union members upon reasonable notice by the Union Staff or Steward. Such access and meetings shall not be in conflict with rules set forth by the Sheriff's Department.

Section Four. The Company shall make personnel records available at reasonable times for any represented employee to review and photocopy his/her own personnel file. The Company shall permit Union access to an employee's file upon presentation of written authorization signed by the employee. Each employee shall be given the opportunity to read, comment, sign and receive a copy of any disciplinary notice, performance evaluation, reprimand, written warning or documentation of an oral warning.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

Section One. This article is intended to define the normal hours of work and to provide the basis for the calculation of payment for overtime and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week or of pay per week.

Section Two. Forty (40) hours shall constitute a work week. This forty (40) hour work week shall be divided, insofar as possible, into five (5) working days of eight (8) hours per day. The work week shall be Sunday through Saturday.



Section Three. Work performed by an employee in excess of forty (40) straight time hours in his/her work week or in excess of eight (8) hours in his/her work day shall constitute overtime. Overtime work performed by an employee shall be paid for at the following rates:

- a. Work performed by an employee in excess of forty (40) straight time hours in the work week shall be paid for at one-and-one-half (1-1/2) times the employee's regular straight time hourly rate;
- b. Work performed by an employee in excess of eight (8) hours in his/her work day shall be paid for at one-and-one-half (1-1/2) times the employee's regular straight time hourly rate;
- c. One-and-one-half (1-1/2) times the employee's straight time hourly rate shall be paid for all work performed on the seventh (7th) consecutive day worked during the work week, without regard to the number of hours worked in the previous six (6) days. This premium shall be subject to the nonpyramiding, nonduplication of premium and/or overtime pay provisions contained in Section Five of this article.
- d. All hours worked in excess of twelve (12) hours in any day shall be paid for at two (2) times the employee's straight time hourly rate of pay.
- e. Subsections 3.b. and 3.d. of this Article shall not apply to employees working at the Company's Juvenile Hall facility. Instead, said employees shall be regularly assigned to working days of twelve (12) hours per day, without daily overtime. In lieu of such daily overtime payment, in addition to their regular rate, said employees shall receive an additional six percent (6%) of their regular rate as premium pay for all hours worked during said working days between 3:00 p.m. to 11:00 p.m. if they are not otherwise entitled to receive premium pay for said hours.

- f. Subsections 3.b., 3.c. and 3.d. of this Article shall not apply to employees classified as Flex RN, Flex LVN, Per Diem Flex RN and Per Diem Flex LVN. Employees in said classifications shall be regularly assigned to shifts of twelve (12) hours. Such employees shall receive premium wage rates for all hours worked in excess of eight (8) in a workday and on the seventh (7<sup>th</sup>) consecutive day of work in a workweek at the rate of \$.10 per hour in excess of their regular rate of pay set forth in Exhibit A.
- g. Subsections 3(b), 3(c) and 3(d) shall not apply in the event of a break in hours of work of five hours or more in any workday. In this event, employees shall receive premium wage rates for all hours in such workdays in excess of eight at the rate of \$.10 per hour in excess of their regular rate of pay set forth in Exhibit A.
- h. Irrespective of the number of hours worked in a workday, all employees, with the exception of employees in the “Flex” categories set forth in Exhibit A, shall receive one and one half times their regular rate of pay for all consecutive hours worked in excess of eight. All employees (including those in the “Flex” categories) shall receive two times their regular rate of pay for all consecutive hours worked in excess of twelve.
- i. Should the Company implement 24 coverage for LVN’s at any facility, the Company agrees to confer with the Union regarding the adoption of an alternative workweek schedule at such facility.

Section Four. Employees who work a shift of five hours or more shall receive a one-half (1/2) hour paid meal period. Provided however, that when a work period of not more than six (6) hours will complete the day’s work, the meal period may be waived by mutual consent of the Company and the affected employee. Employees shall receive a second thirty minute paid meal period for a work period of more than ten (10) hours per day, except that if the total hours worked is no more than

twelve (12) hours on a workday, the second meal period shall be considered waived unless the affected employee requests otherwise.

Section Five. Overtime and/or premium pay referred to or required in this and/or any other section of this Agreement, shall not be duplicated, pyramided or compounded.

Section Six. Notwithstanding any other provision of this Agreement, in order to maintain active per diem employment status, per diem employees must meet the following criteria:

- a. Work as scheduled at least three (3) shifts per month, including one weekend shift. A weekend shift is defined as one that commences Friday night or any time on Saturday or Sunday.
- b. Complete and submit to the Program Manager an availability schedule at least two (2) weeks in advance of the next month.
- c. If unavailable for any period of time in excess of two weeks, submit a written request to the Program Manager or Facility Coordinator to take "unavailable time" at least two weeks in advance of the time the employee wishes to be designated as unavailable to be scheduled. Per diem employees may designate a maximum of four (4) weeks each calendar year as "unavailable time", with no more than two (2) weeks of such "unavailable time" from May 1 to September 30. Requests for "unavailable time" in excess of the maximum limit set forth herein may be granted upon request in the discretion of the Program Manager.
- d. Work as scheduled at least three of the following four days: Christmas Eve, Christmas Day, New Years Eve and New Years Day and work as scheduled any of the other days set forth in Article XI. Section Six (unless the employee has been approved for "unavailable time" for any of these days).
- e. A regular employee who has worked as a per diem employee prior to changing status shall have their anniversary date set in accordance with Article XX,

Section Three, and shall serve a probationary period of one hundred eighty (180) work days, with all hours worked while per diem counting towards probation.

Section Seven. All night shift workers covered under this Agreement will receive an additional seven percent (7%) shift differential for the 3:00 p.m. to 11:00 p.m. shift and the 4:00 p.m. to 12:00 p.m. shift, and thirteen percent (13%) for the 11:00 p.m. to 7:00 a.m. shift, provided however, that RNs and LVNs working at Juvenile Hall and at Todd Road shall receive a fourteen percent (14%) shift differential for the 11:00 p.m. to 7:00 a.m. shift. Night shift workers in the “Flex RN ” and “Flex LVN” categories, which shall be limited to Booking and Sheltered/Special Housing, shall receive a shift differential of twenty-one percent (21%).

### **ARTICLE 8 JOB CLASSIFICATIONS AND WAGES**

The wages to be paid each job classification shall be set forth on Exhibit "A: attached hereto and incorporated herein by reference. All employee's pay shall be shown separately on the pay stub. The pay stub shall also show the employee's accumulated nonpaid work hours.

The Company will reimburse employees up to \$750 per calendar year for approved in advance textbook, tuition, courses, seminars or classes.

### **ARTICLE 9 PENSION PLAN**

Section One. For the duration of this Agreement, the Company will continue with the current Pension Plan “401(k) profit sharing Plan and Trust” which it has heretofore provided for the benefit of its employees (excluding per diem employees) subject to the terms and provisions of said Plan. The Company agrees to notify the Union of changes to the Plan prior to implementation or as soon as practicable.

### **ARTICLE 10 MEDICAL BENEFITS**

Section One. After three (3) months of employment for each employee (excluding per diem employees), the Medical Benefit Plan provided shall be the one used by the Company for all employees of the Company, wherever situated, and whether or not covered by this Agreement.

"Employees" used in this article are those who work regularly thirty-two (32) hours or more per week.

Section Two. Excluding part-time and per diem employees, employees who voluntarily opt out of coverage in the Company's health and welfare plan shall receive a \$225 per month payment from the Company to be added to the employee's regular compensation in accordance with the Company's regular payroll practices. Employees who opt out of coverage must provide proof of existing coverage elsewhere and sign a waiver of coverage form to be provided by the Company. For per diem or part-time employees who become eligible for health and welfare coverage as a result of the Affordable Care Act, such employees who voluntarily opt out of coverage shall receive a \$100 per month payment.

Section Three. The Union and Company acknowledge that as a result of the Patient Protection and Affordable Care Act ("ACA"), the Company may be required to offer health insurance coverage to certain per-diem and part-time employees, i.e., those who work an average of 30 hours per week, who previously did not receive health insurance coverage, and instead received a higher hourly rate of pay, but without benefits, including medical benefits. If permissible by law, any per diem or part-time Employee who has become eligible to be offered health insurance coverage as a result of the ACA and who opts to accept such coverage shall pay seventy five percent (75%) of the total cost for such health coverage. The Company shall pay the entire cost of maintaining such coverage, except for this 75% employee contribution. Employees shall execute written authorizations for deductions for their contributions on a form to be furnished by the Company. If an employee fails to authorize such deduction, the Company shall not be required to pay any amount towards coverage for that employee. In the event the 75% employee contribution exceeds the maximum contribution allowed by the ACA for the coverage to be considered affordable for any employee, that employee's contribution shall be automatically reduced to the maximum allowable contribution. Anything to the contrary herein notwithstanding, in the event the ACA requires eligibility criteria with respect to the number of hours, days or months that need to be worked in order to be afforded coverage that are

less than those established by this Section, this Section shall be automatically amended to comply with the eligibility criteria required in the ACA, it being the intent of the parties that no greater eligibility criteria will be provided for in this Agreement than as established in the ACA.

**ARTICLE 11 PAID TIME OFF**

Section One. Each employee employed by the Company at least three (3) months, shall accrue paid time off as follows:

- |    |                             |    |                   |
|----|-----------------------------|----|-------------------|
| a. | Full-Time, 36/40 hours/week | -- | 14.15 hours/month |
| b. | Full-Time, 32 hours/week    | -- | 10.50 hours/month |
| c. | Full-Time, 20 hours/week    | -- | 7.075 hours/month |

Section Two. After five (5) years of continuous employment, employees shall accrue paid time off as follows:

- |    |                             |    |                   |
|----|-----------------------------|----|-------------------|
| a. | Full-Time, 36/40 hours/week | -- | 16.08 hours/month |
| b. | Full-Time, 32 hours/week    | -- | 12 hours/month    |
| c. | Full-Time, 20 hours/week    | -- | 8.035 hours/month |

Section Three. After ten (10) years of continuous employment, employees shall accrue paid time off as follows:

- |    |                             |    |                   |
|----|-----------------------------|----|-------------------|
| a. | Full-Time, 36/40 hours/week | -- | 18.75 hours/month |
| b. | Full-Time, 32 hours/week    | -- | 14 hours/month    |
| c. | Full-Time, 20 hours/week    | -- | 9.375 hours/month |

Section Four. After fifteen (15) years of continuous employment, employees shall accrue paid time off as follows:

- |    |                             |    |                   |
|----|-----------------------------|----|-------------------|
| a. | Full-Time, 36,40 hours/week | -- | 19.50 hours/month |
| b. | Full-Time, 32 hours/week    | -- | 15.6 hours/month  |
| c. | Full-Time, 20 hours/week    | -- | 9.75 hours/month  |

Section Five. Leaves shall, as far as possible, be granted at times most desired by the employees. Preference shall be given to senior employees, but the right to schedule an employee's leave is

reserved by the Company in order to ensure orderly and efficient operation. The Company shall use its best efforts to allow employees to utilize all accumulated leave in one scheduled period if so requested by the employee.

Section Six. Each employee (excluding per diem employees) may carry two hundred forty (240) hours of paid time off over to the next calendar year; however, the carry-over shall not be cumulative from year to year. Employees who have accrued two hundred (200) hours or more of paid time off may request a payout for any accrued paid time off in excess of two hundred (200) hours. An employee may make such request no more than one time per calendar year, and the payout shall be made by the second normal payday following the Company's receipt of the request.

Section Seven. Any employee (including per diem employees) who works on January 1; President's Day, Memorial Day; July 4; Labor Day; Veteran's Day, 4th Thursday of November; December 24, December 25, and December 31 of any year of this Agreement, shall be paid time-and-one-half (1-1/2) the employee's regular rate of pay for all hours worked on said days.

Section Eight. There shall be no buyout of paid time off not taken. In the event of termination of employment paid time off not taken shall be paid.

Section Nine. Any payments to be made to the employee under this Article may at the employee's option be integrated with workers' compensation payments or state disability payments provided the employee notifies the Company in advance if any paid time off is to be used in each pay period for this purpose.

Section Ten. "Employee" used in this article excludes per diem employees except as set forth in Section Five.

## **ARTICLE 12 PAID SICK LEAVE FOR PART-TIME AND PER DIEM EMPLOYEES**

Section One. Eligibility. All Part-Time/Per Diem Employees (i.e., those who do not currently receive Paid time Off or "Nonwork Paid Time") who have worked at least thirty (30) days in a

year shall be provided with 24 hours of Paid Sick Leave (“PSL”). On each July 1<sup>st</sup> thereafter they shall be provided with 24 hours of PSL (subject to the “No Carry Over” rule below) for use during the subsequent 12 month period, provided they have worked at least thirty days in the preceding twelve months. Part-Time/Per Diem Employees who have not worked at least thirty (30) days as of July 1, 2015 shall be provided with 24 hours of PSL after working thirty days in the year, and on each twelve month period thereafter, provided they have worked at least thirty days in the preceding twelve months.

Section Two. No Carry Over. PSL provided in one twelve month period does not carry over to the next twelve month period. In other words, any unused PSL will not be carried forward to the next year, and in no event will any Employee ever have more than 24 hours of PSL available for use.

Section Three. Use. An Employee may start to use PSL provided pursuant to this Article on the 90th day of employment. Employees who are provided the 24 hours of PSL as of July 1 may use up to 24 hours of PSL in each July 1 – July 1 period. Employees who are provided the 24 hours of PSL after July 1 may use up to 24 hours of PSL during the twelve (12) month period beginning on the date they are first provided PSL. Employees must use at least two hours of PSL.

Section Four. Purpose. An Employee may use PSL for the reasons provided in the Healthy Workplace Healthy Families Act of 2014, which are: for (1) diagnosis, care or treatment of a health condition of, or preventative care for, the Employee or Employee’s family member (child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling) or (2) seeking or receiving protection, medical attention, assistance, counseling or preventative measures related to the Employee’s status as a victim of domestic violence, sexual assault, or stalking.

Section Five. Classification Change. In the event a Per Diem / Part-Time Employee becomes a Full-Time (benefited) Employee, at such time as they commence accruing PTO benefits, they



shall no longer be provided PSL. Any unused PSL will be converted to PTO for such Employees who change their classification.

Section Six. Notice. A Per Diem/Part-Time Employee may use PSL by notifying the Employee's Program Manager or Facility Coordinator, either orally or in writing, of the need to use PSL. The notice must be given as soon as practicable after the employee has determined the need to use PSL.

Section Seven. Payment. A Per Diem/Part-Time Employee is paid for PSL use at the Employee's hourly wage rate. An Employee is paid for PSL use by the payday for the next payroll period after the PSL was used.

Section Eight. Separation; Rehire. Employees are not compensated for unused PSL upon separation from employment, but any PSL is reinstated to an Employee who is rehired within one year after that separation.

### **ARTICLE 13 PROBATIONARY EMPLOYEES**

Section One. An employee shall be on probation for the first One Hundred Eighty (180) days after the date of his/her most recent hire. No claim or grievance shall be made by the Union or the employee with respect to layoff, transfer or discharge of the employee during or at the end of such probationary period. Employees on probation shall not be entitled to seniority rights. If a probationary employee is continued in the employ of the Company after the completion of the probationary period, his/her length of service for purposes of seniority shall be computed from the date of his/her most recent employment.

Section Two. During or at the end of such probationary period, an employee may be discharged with or without cause and such discharge may not be made the subject of a grievance.

Section Three. Any probationary employee who is laid off as contrasted to separated during his/her probationary period, shall receive credit for the days actually worked prior to the layoff in computing the one hundred eighty (180) work days' requirement, provided that such employee is recalled within sixty (60) calendar days following his/her layoff.

Section Four. The Company shall provide to the Union the name, job classification, date of hire and address of a new employee upon the employee's completion of the probationary period.

#### **ARTICLE 14 NEW JOB**

Section One. It shall be the sole and exclusive right of the Company in the exercise of its own judgment to determine if new jobs should be created. In the event any new jobs are created, the Company and the Union shall attempt to negotiate the wage rates applicable thereto, provided, however, should the parties fail to reach agreement on the wage rates for any such new jobs, the Company shall have the right to fill such new jobs and fix the wage rates therefore. The Company's determinations as to the establishment of new jobs and the rates therefore shall not be subject to the provisions of Article XIV, Grievance.

#### **ARTICLE 15 GRIEVANCE PROCEDURE**

Section One. A grievance is defined as and restricted to an allegation by an employee or the Union that the Company has violated a specific provision of this Agreement. The happening of the act constituting the grievance must have occurred during the terms of this Agreement and said grievance must be presented within ten (10) calendar days of occurrence if the grievance involves interpretation of any provisions of this Agreement, or within five (5) working days of the imposition of discipline or discharge of an employee.

Section Two. Nothing in this article shall interfere with the employee's right to take up a grievance directly with the Company and to obtain a resolution thereof, provided that the resolution does not violate this Agreement.

Section Three. Grievances shall be resolved in accordance with the following procedure:

Step 1. The aggrieved employee and a Union Steward, or Union staff person, if the employee wished to be represented by a Steward or Union staff person, must present the grievance in accordance with the time limits set forth above to her/his supervisor and together they shall discuss the matter and earnestly attempt to resolve it.

Step 2. If the grievance is not resolved at Step 1, the grievance shall be reduced to writing and presented to the Manager not later than seven (7) calendar days after presenting the alleged grievance to the supervisor. Failure to present the grievance in writing within the above period or to comply with any other time limitations of this grievance procedure shall constitute a waiver of the grievance and the grievance shall not thereafter be subject to the arbitration provisions of this Agreement. The written grievance shall include a statement of the nature of the grievance, the article and section of this Agreement allegedly violated and the remedy requested. The Manager shall meet with the employee and/or Union Steward or Union staff person to discuss and attempt to resolve the matter and failure to do so moves the grievance to Step 3.

Step 3. If the grievance is not resolved at Step 2, the business representative of the Union and the Manager or any Owner of the Company shall meet within ten (10) calendar days of Step 2 to discuss and attempt to resolve the matter.

Step 4. In the event the parties cannot resolve the grievance, the Union may, after exhausting the grievance procedure, submit the unresolved grievance to arbitration by giving notice in writing to the Company within forty-five (45) calendar days after the submission of the grievance in accordance with Step 2 of this article, unless the time is extended by mutual agreement. The parties shall receive a list of qualified arbitrators from the Federal Mediation and Conciliation Service, State of California Mediation and Conciliation Service, or the American Arbitration Association. Arbitration under this Agreement shall be in accordance with the following rules:

- a. A representative of the Company and a representative of the Union shall confer and select an impartial arbitrator;
- b. Fees and expenses of the arbitration and of the court reporter shall be shared equally by the Company and the Union, except that each party shall bear the cost of its own presentation;
- c. A hearing on the grievance shall be held at a time and place designated by the Arbitrator, at which time the Company and the Union shall present their

respective positions evidence and arguments. The sole parties to the arbitration proceedings shall be the company and the Union with the Grievant. The arbitrator's decision shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later;

- d. It is understood and agreed that proposals to add to or change this Agreement shall not be arbitrable and that no proposal to modify, amend or terminate this Agreement may be referred for arbitration; and no arbitrator shall have any power to amend, modify, add to or subtract from this Agreement, or to establish new terms, conditions or rights which were not established by this Agreement;
- e. The arbitrator shall have no authority to include in any decision or award any retroactive application thereof to period prior to the date the grievance was first submitted in writing, except in the case of grievances concerning rates of pay, in which case retroactivity can be applied for a period of up to one (1) month from the date of the written grievance or the beginning of the alleged misapplication or the rate of pay, whichever is the lesser period of time;
- f. Both parties agree to accept the award of the arbitrator as final and binding, unless the arbitrator shall exceed his/her authority as set forth above, in which case the party refusing to comply with the award may move to set aside the award;
- g. Nothing in this article shall prevent either party from seeking relief against a claimed violation of Article II, Employer and Union Responsibility, of this Agreement from any court of competent jurisdiction.

## **ARTICLE 16 DISCIPLINE AND DISCHARGE**

**Section One.** The Company shall have the right to discipline and/or discharge any employee for just cause, including, but not limited to, violation of Company or safety rules. The Company shall have the right to discipline and/or discharge probationary employees with or without prior warning for any reason which, in the sole opinion of the Company, is just and sufficient. Employees shall be given at least one (1) written warning notice before discharge, except no warning notice need be given to an employee before discharge if cause of such discharge is being under the influence of alcoholic beverages while on duty, engaging in brawls or fights involving bodily contact on the premises of the Company, use of narcotics, dishonesty, theft, insubordination, willfully damaging Company property, refusal to perform work as directed, or for engaging in strikes, individual or group work slowdowns, or other work stoppages in violation of this Agreement. To the extent that the disciplinary action is less than immediate discharge and is related to attendance or timeliness, it may only be used as a basis for further disciplinary action for a period of eighteen (18) months from the date of issuance.

**Section Two.** The Company shall give a written statement of the reasons for discipline or discharge of an employee and any supporting documentary evidence.

**Section Three.** Any employee who loses or is denied a security clearance by the Sheriff's Department or Probation Department of the County of Ventura, shall be discharged, and such discharge shall not be subject to a grievance procedure.

## **ARTICLE 17 SAFETY**

**Section One.** The Company and the Union shall cooperate to maintain a safe working place consistent with the requirement to conduct efficient operations.

## **ARTICLE 18 LEAVES OF ABSENCE**

**Section One.** Upon written request to the Manager, the Company may grant a leave of absence to an employee, provided:

- a. Good cause is shown for the leave;

- b. The granting of any leave of absence and any renewal thereof shall be in the sole discretion of the Company; and,
- c. A leave of absence shall not exceed thirty (30) days except that such leave may be renewed for one (1) additional period not to exceed thirty (3) days in the discretion of the Company.

Section Two. The Company shall grant to an employee up to three (3) days of paid bereavement leave in order to make arrangements for and attend the funeral of a parent, step-parent, grandparent, grandchild, spouse, domestic partner, brother or sister; or biological adoptive or step child of the employee, spouse of the employee or domestic partner of the employee. The Company may require proof of death and relationship.

Section Three. In the event an employee on a leave of absence due to industrial injury for which the employee is receiving workers' compensation benefits, the Company will pay the health and welfare insurance premiums on behalf of the employee not to exceed three (3) consecutive months following the month in which the injury occurred. The Company reserves the right to replace the employee after said leave, however will retain the employee on a preferential hiring list.

Section Four. The Company shall pay the health and welfare premiums for an employee eligible for health and welfare benefits pursuant to Article X who is on a pregnancy leave of absence for a period of three (3) months following the month in which the leave of absence began. The actual length of leave and other conditions associated therewith are as provided by state or federal law.

### **ARTICLE 19 MILITARY RESERVE DUTY**

Section One. Employees who have been in the armed forces shall be entitled to return to their former positions or a position of like seniority, status and pay. Seniority shall be subject and subordinate to the provisions of Section 308 of the Selective Service and Training Act. Application for such re-employment shall be made within six (6) months of discharge or within such longer period as good cause may warrant. In all other respects, such reemployment shall be subject and

subordinate to and in accordance with Section 308 above referred to as well as in accordance with the Uniformed Services Employment and Reemployment Rights Act.

### **ARTICLE 20 ABSENTEEISM**

Section One. Any employee shall notify the Company at least four (4) hours prior to his/her regularly scheduled starting time, or such earlier time that he has been told to report to work, in the event s/he is unable to report for work. If, for reasons beyond her/his control, an employee is unable to notify the Company in advance of her/his starting time, s/he shall notify the Company within two (2) hours after her/his starting time.

Section Two. Failure to notify the Company as required by the foregoing section shall be cause for disciplinary action. Excessive absenteeism as determined by the Company shall be cause for disciplinary action. Giving untrue or misleading reasons for absences shall be grounds for discharge without prior warning.

Section Three. In the event an employee claims that this absence is due to medical reasons, the Company may require the employee to provide a written statement from a physician verifying said medical reason and/or the employee submit to a medical examination by a physician selected and paid for by the Company. Failure to comply with said requirement shall be cause for disciplinary action.

### **ARTICLE 21 SENIORITY**

Section One. For the purpose of this Agreement, seniority is defined as an employee's total length of continuous service with the Company computed from the date of his/her most recent hire.

Section Two. An employee's seniority shall terminate upon the happening of any of the following events:

- a. If he/she quits;
- b. If he/she is discharged for cause;
- c. If, following layoff, he/she fails to report for work at his/her former job or other bargaining unit job offered him/her by the Company within

three (3) working days after receipt of notice by registered or certified mail to return to work (said notice to be considered received two (2) working days after being mailed to the employee at the last address recorded in the Company's records);

- d. If he/she has not been recalled from continuous layoff or has not returned from other approved absence for a period of twelve (12) consecutive months;
- e. Upon retirement;
- f. Upon loss or nonrenewal of the security clearance required by the Sheriff's Department and Probation Department of the County of Ventura.

Section Three. This article shall not apply to per diem employees. Any per diem employee who becomes a regular full-time employee shall accrue seniority from the original date of hire based on the number of hours worked eight (8) hours of work equal to one day of seniority.

Section Four. In the event of a permanent job vacancy, the company shall post the vacancy on the bulletin board for a period of three (3) working days. Employees desiring to be considered for such a vacancy shall notify the Company in writing. The company shall give preference to the most senior qualified employee, taking into account job requirements and knowledge, training, ability, skill, efficiency and performance of the employee.

#### **ARTICLE 22 LAYOFF**

Section One. Employees shall be laid off within a classification based upon the following considerations: job requirements and knowledge; training; ability; skill; efficiency and performance of the employees. If two (2) or more employees are equal with regard to the above considerations, such employee shall be laid off in accordance with the following:

- a. Probationary employees;



- b. Employees who are on or who have been suspended during the previous twelve (12) months;
- c. Seniority.

Section Two. Employees shall be recalled from layoff within a classification based upon the following considerations: job requirement, and; knowledge; training; ability; skill; efficiency and performance of the employees. If two (2) or more employees are equal with regard to the above considerations, such employees shall be recalled in accordance with the following:

- a. Seniority;
- b. Probationary employees.

### **ARTICLE 23 BULLETIN BOARDS**

Section One. The Company shall provide a bulletin board or a space on a bulletin board at each geographical location for the use of the Union. Bulletin board space will be visible to all employees and accessible to the Union.

### **ARTICLE 24 OPERATIONAL GROUP**

The Director of Operations, the Program Manager, or their designees and the Shop Steward or their designee, and one representative from each of the two remaining facilities to be chosen by the Union shall meet upon request, but no more frequently than two times per year to informally discuss matters of operational concern and other mutually agreeable topics of interest to enhance the delivery of quality care at the facility. All bargaining unit employees shall receive the rate of \$15.00 per hour for time spent at the Operational Group. Among other things, a topic for discussion at the Operational Group level shall be the creation of a procedure for the timing and posting of the schedule.

### **ARTICLE 25 COMPLETENESS OF AGREEMENT AND WAIVERS**

Section One. 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 subject or matter not removed by law from the area of collective bargaining, and that

the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter of this Agreement and any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not or could not have been within the knowledge of or contemplated by either or both of the parties at the time that they negotiated or signed this Agreement.

Section Two. The parties may, by mutual agreement, modify the terms of this Agreement provided that any such modification shall not be effective until reduced to writing and executed by both parties. Nothing herein shall compel either party to agree to any change in this Agreement during its term.

Section Three. The waiver of each breach of condition of this Agreement by either party shall not constitute a precedent for any future enforcement or waiver of a similar or other breach of condition.

Section Four. If any portion of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. If any provision of this Agreement is found to be in conflict with the laws of the State of California or the United States, the remaining provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 26 TERM OF AGREEMENT**

Section One. This Agreement shall be in full force and effect beginning November 1, 2015 and expiring June 30, 2018. This Agreement shall continue from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section Two. This Agreement shall be subject to termination in the event the contract between Company and the County of Ventura is not renewed or is canceled for any reason.

**{SIGNATURE PAGE TO FOLLOW}**

**SIGNATURE PAGE OF 2015-2018 COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**CALIFORNIA FORENSIC MEDICAL GROUP, INC.**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, 721 CTW, CLC**

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By:   
Donald Myll, Chief Financial Officer


SERVICE EMPLOYEES INTERNATIONAL UNION, 721 CTW, CLC

  
Aram Agdaian, SEIU Local 721 Negotiator

  
Janet Linsalato, SEIU Local 721 Worksite Organizer

  
Anna Soto, SEIU Local 721 Member

  
Mary Ortega, SEIU Local 721 Member

  
Debbie Santa Rosa, SEIU Local 721 Member

## EXHIBIT A

### November 1, 2015

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LVN	23.71	24.89	26.14	27.45	28.82	30.26
FLEX LVN	23.71	24.89	26.14	27.45	28.82	30.26
SR. CLERK	15.03	15.78	16.57	17.40	18.26	19.18
RN	34.87	36.61	38.44	40.37	42.39	44.50
FLEX RN	34.87	36.61	38.44	40.37	42.39	44.50
HEALTH TECH	12.31	12.93	13.57	14.25	14.96	15.71
C.N.A.	15.94	16.74	17.57	18.45	19.37	20.34
PA/FNP	53.28	55.94	58.74	61.68	64.76	68.00
CHARGE NURSE	47.51					
PER DIEM RN	47.60					
PER DIEM FLEX RN	47.60					
PER DIEM LVN	30.46					
PER DIEM FLEX LVN	30.46					
PER DIEM PA/FNP	58.60					
PER DIEM HEALTH TECH	15.92					

### July 1, 2016

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LVN	24.18	25.39	26.66	27.99	29.39	30.86
FLEX LVN	24.18	25.39	26.66	27.99	29.39	30.86
SR. CLERK	15.33	16.10	16.90	17.75	18.63	19.57
RN	35.57	37.35	39.22	41.18	43.24	45.40
FLEX RN	35.57	37.35	39.22	41.18	43.24	45.40
HEALTH TECH	12.56	13.19	13.85	14.54	15.27	16.03
C.N.A.	16.26	17.07	17.93	18.82	19.76	20.75
PA/FNP	54.35	57.06	59.92	62.91	66.06	69.36
CHARGE NURSE	48.46					
PER DIEM RN	48.55					
PER DIEM FLEX RN	48.55					
PER DIEM LVN	31.07					
PER DIEM FLEX LVN	31.07					
PER DIEM PA/FNP	59.77					
PER DIEM HEALTH TECH	16.24					

**July 1, 2017**

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LVN	24.66	25.90	27.19	28.55	29.98	31.48
FLEX LVN	24.66	25.90	27.19	28.55	29.98	31.48
SR. CLERK	15.64	16.42	17.24	18.10	19.01	19.96
RN	36.28	38.10	40.00	42.00	44.10	46.31
FLEX RN	36.28	38.10	40.00	42.00	44.10	46.31
HEALTH TECH	12.81	13.45	14.12	14.83	15.57	16.35
C.N.A.	16.59	17.41	18.29	19.20	20.16	21.17
PA/FNP	55.43	58.20	61.11	64.17	67.38	70.75
CHARGE NURSE	49.43					
PER DIEM RN	49.52					
PER DIEM FLEX RN	49.52					
PER DIEM LVN	31.69					
PER DIEM FLEX LVN	31.69					
PER DIEM PA/FNP	60.97					
PER DIEM HEALTH TECH	16.56					

- a. Regular employees may be granted step increases on their employee anniversary date after each year of service.
- b. The Company reserves the right to establish the initial step of all regular employees.

In the event the Company, due to circumstances beyond the control of the Company, finds it must make further adjustments in primarily the RN, LVN, PA/FNP and other health care positions, the Company shall have the right to increase the amounts set forth in this Exhibit "A" after notification to the Union setting forth the reasons therefor.

**SIDE LETTER B**

AB 109

The Company shall notify the Union prior to implementation of any changes due to AB 109.



# California Forensic Medical Group

## Agreement

November 1, 2015, through June 30, 2018



**SEIU Local 721**

**2472 Eastman Ave Ste 30  
Ventura, CA 93003-5774**

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

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