

# KNOW YOUR RIGHTS:

## You have protections in your contract!

You can read your full NEVHC Memorandum of Understanding (MOU) at any time by creating an account and logging in at [www.seiu721.org](http://www.seiu721.org)

**Questions? Contact WSO Beryn Motto at 213-300-4695 or [berny.motto@seiu721.org](mailto:berny.motto@seiu721.org) or call Member Connection at 877-721-4YOU.**

**Your contract is your protection!**

**Read it. Learn it. Enforce it.**

### STANDBY/ SPLIT SHIFTS

*Contract page 9*

No employee shall be required to be on standby status during non-working hours. No employee shall be required to work a split shift i.e., where the eight (8) hour day is spread over a period exceeding nine (9) hours except for new hires hired with this as a condition of employment. Management agrees that it will not unilaterally create and post all future work schedules as split shifts.

### LOCATION DIFFERENTIAL

*Contract page 9*

Except for bargaining unit employees not regularly assigned to one location, if an employee is directed to leave his or her regular location of work and go to another location, such employee shall receive a fifty cent (\$.50) per hour wage differential for each hour of travel and/or work commencing from time of departure from the regularly assigned work location to completion of the day's work.

This differential is not applicable to instances involving attendance at training sessions or movement to engage in Union activities.

### WORK OUT OF CLASSIFICATION

*Contract page 30*

Any employee required by a supervisor to work in a higher paying classification shall be paid a premium equal to the difference between the hire rate for the higher paying classification and the employee's regular classifica-

tion for all time spent working in the higher classification provided the employee works at least one (1) hour in the higher paying classification.

Employees required to work in a lower paying classification shall receive their normal rate of pay.

An employee required to train any employee shall receive a training premium of fifty cents (\$.50) per hour in addition to his/her regular rate of pay, or the wage rate applicable to the classification in which the training occurs, whichever is higher.

Employees who perform "lead" or "charge" functions may be paid a differential of one dollar and ten cents (\$1.10) per hour for all hours worked performing "lead" or "charge" duties. Such duties shall include the oversight of the work of at least three (3) employees and shall in every case be for a period of time of at least one hour.

[www.seiu721.org](http://www.seiu721.org)  [facebook.com/seiu721](https://facebook.com/seiu721)  [@seiu721](https://twitter.com/seiu721)  [@seiu721](https://www.instagram.com/seiu721)



## Have your rights been violated?

Fill out the front and back sections of this form and submit it to WSO Beryn Motto: [berny.motto@seiu721.org](mailto:berny.motto@seiu721.org) or 213-300-4695.

Name

Employee #

Facility

Department/Classification

Cellphone

Personal Email

By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. To unsubscribe, text STOP to 31996 to stop receiving messages.



## WORK OUT OF CLASSIFICATION *cont.*

In the unforeseen event that an employee working in a department with less than three (3) employees is directed by management to perform "lead" or "charge" functions in that department, then the above bonus shall apply.

Employees who are required to perform "lead" or "charge" functions shall be allowed to contact their supervisor for any major supervisory decisions, or another designee in the event that their supervisor cannot be reached.

## BEREAVEMENT LEAVE

*Contract page 14*

When death occurs in the immediate family of an employee, he/she shall be entitled to a leave of absence of three (3) days with pay, except in cases where the employee participates in bereavement related activities at a location which is more than two hundred (200) miles from the Los Angeles City Boundary, in which case the allowable leave with pay shall be five (5) days. The employee may be required to show proof of death such as a newspaper obituary notice or a Bereavement card from the service.

Bereavement leave will be extended if necessary at management's discretion, which shall not

be unreasonably withheld. The extension can be taken from accrued vacation, holiday, sick leave or personal leave at the employee's discretion.

Immediate family is defined as spouse, sister, brother, daughter, son, mother, father, step-mother and step-father, domestic partner (including same sex or opposite sex partners), mother-in-law, father-in-law, legal guardian, legal ward, grandmother, grandfather, current step children and grandchildren.

### Bereavement Leave for Domestic Partner:

Domestic partner (including same sex or opposite sex partners) will be included in the definition of immediate family for the purpose of bereavement leave. A person shall be defined as a domestic partner of a NEVHC employee if all of the following requirements are met:

- A.** Domestic partner means the persons reside together in the same residence are jointly responsible for each other's common welfare and financial obligations and can submit proof of such relationship as may be required.
- B.** The persons are each other's sole "domesticpartner" and have been such for at least six consecutive months.
- C.** Neither person is married.
- D.** The persons are eighteen (18) years old or older.

## Know Your Weingarten Rights

A bargaining unit employee has the legal right to be represented by its union at an investigatory interview with his or her supervisor when the employee reasonably believes that the interview may lead to a disciplinary action.

You can invoke your Weingarten Rights by saying the following:

*"If this discussion could in any way lead to my being disciplined or terminated, or cause an effect on my personal working conditions, I respectfully request that my Union Representative be present at this time. Until my representation arrives, I choose not to participate in this discussion."*

### WEINGARTEN RULES:

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, the following rules apply:

#### RULE 1

The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

#### RULE 2

After the employee makes the request, the employer must choose from among three options. The employer must: Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or

Deny the request and end the interview immediately; or  
Give the employee a choice of:  
(1) having the interview without representation or  
(2) ending the interview.

#### RULE 3

If the supervisor denies the request for union representation and continues to ask questions, he or she commits an unfair labor practice and the employee has the right to refuse to answer. The supervisor cannot discipline the employee for such a refusal.

## What rights have been violated?

*Select all that apply:*

- Standby / Split Shifts    Work Out of Classification    Bereavement Leave    Location Differential

## Are you committed to taking action?

Make sure you have completed all the information on this form and submit it to:  
WSO Berny Motto: [berny.motto@seiu721.org](mailto:berny.motto@seiu721.org) or 213-300-4695.