

AGREEMENT

between

SHASTA REGIONAL MEDICAL CENTER

AND

UNITED PUBLIC EMPLOYEES OF CALIFORNIA,

LOCAL 792, LABORERS INTERNATIONAL

UNION OF NORTH AMERICA

(LVN/TECHNICAL UNIT)

December 1, 2006 to November 30, 2008

Collective Bargaining Agreement for LVN/Technical Unit

TABLE OF CONTENTS

| Article Number | Subject | Page |
|-----------------------|--|-------------|
| Article 1 | Recognition | 1 |
| Article 2 | Equal Employment Opportunity | 1 |
| Article 3 | Union Rights | 2 |
| Article 4 | Management Rights | 5 |
| Article 5 | Adaptation Period | 6 |
| Article 6 | Employment Categories | 6 |
| Article 7 | Hours Of Work, Overtime, Work Schedules | 7 |
| Article 8 | Rest Breaks And Meal Periods | 9 |
| Article 9 | Pay Days And Paychecks And Parking | 9 |
| Article 10 | Performance Evaluations | 10 |
| Article 11 | Attendance And Punctuality | 10 |
| Article 12 | Staff Rights | 10 |
| Article 13 | Transfers, Promotions And Job Postings | 11 |
| Article 14 | Seniority | 11 |
| Article 15 | Layoffs | 12 |
| Article 16 | Floating | 14 |
| Article 17 | Licenses, Certifications And Competencies | 14 |
| Article 18 | Work Rules, Corrective Action And Termination | 15 |
| Article 19 | Staffing | 15 |
| Article 20 | Employee Advisory Committee | 16 |
| Article 21 | Holidays | 16 |
| Article 22 | Vacation | 17 |
| Article 23 | Sick Leave | 17 |
| Article 24 | Leaves Of Absence | 18 |
| Article 25 | Professional Education Leave | 21 |
| Article 26 | Benefits And Employees' Handbook | 22 |
| Article 27 | Seminars, Special Training And In-Service Training | 23 |
| Article 28 | Liability And Malpractice Insurance | 23 |
| Article 29 | Group Insurance | 23 |
| Article 30 | Cashplus Benefit | 24 |
| Article 31 | Wages | 24 |

| | | |
|------------|---------------------------------------|----|
| Article 32 | Compensation | 24 |
| Article 33 | Minimums | 26 |
| Article 34 | Grievance And Arbitration Procedure | 26 |
| Article 35 | No Strike/No Lock-Out | 28 |
| Article 36 | Severability | 29 |
| Article 37 | Waiver | 29 |
| Article 38 | Mergers | 29 |
| Article 39 | Term Of Agreement | 30 |
| Appendix A | Union Steward Represented Departments | |
| Appendix B | Cost Centers | |
| Appendix C | LVN/Tech Departments | |
| Appendix D | Wages | |

ARTICLE 1: RECOGNITION

PREAMBLE

This Agreement is by and between Shasta Regional Medical Center, located at 1100 Butte Street, Redding, California, (hereinafter called "the Employer") and United Public Employees' of California, Local 792 Laborers International Union of North America (hereinafter "the Union") for the LVN and Technical employees.

ARTICLE 1: RECOGNITION

1.1 Recognition: Pursuant to the Amendment of Certifications of Representative in NLRB Case Nos. 20-AC-58 and 20-AC-59, the Employer, recognizes the Union, as the exclusive bargaining representative for the employees in the following units:

INCLUDED: All regular full-time, regular part-time, and Per Diem LVN and technical employees employed by Shasta Regional Medical Center, in the classifications of LVN, Vascular techs, Echocardiology techs, Radiologic techs (X-ray techs, Special-Procedure techs, Surgery techs (OR techs, Scrub techs), Ultrasound techs, Nuclear Med techs, Paramedics, Respiratory Therapy techs, Ortho techs, Laboratory techs, E.E.G. techs, Physical Therapy Assistants, and Pharmacy techs.

EXCLUDED: All other employees, including temporary employees, management, supervisors, confidential employees and guards as defined in the National Labor Relations Act.

ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

2.1 The Employer believes a strong commitment to equal employment opportunity is more than a legal and moral obligation. It is also a sound business practice to realize the potential of every individual. In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications and abilities. Except where required or permitted by law, employment practices will not be influenced or affected by any applicant's or employee's race, color, religion, sex, sexual orientation, national origin, age, marital status, veteran status, political affiliation, mental or physical disability, or any characteristic protected by law.

2.2 This policy governs all aspects of employment, including selection, job assignment, compensation, counseling, discipline, termination, access to employee services, benefits and training. The Employer will make reasonable accommodations to qualified individuals with known disabilities unless doing so would result in undue hardship.

2.3 Employees who have questions or concerns about any type of unlawful discrimination in the workplace, are strongly encouraged to bring these issues to the attention of their immediate supervisor or a Human Resources representative. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful Discrimination will be subject to corrective action, up to and including termination of employment.

2.4 There shall be no discrimination by the Employer or the Union against any employee or applicant for a position in a bargaining unit classification on account of membership in or activity on behalf of the Union, provided that such activity does not interfere with any regular work of the bargaining unit employees. Neither the Employer nor the Union shall discriminate for or against any unit employee or applicant for employment on account of any basis prescribed by federal and state law.

ARTICLE 3: UNION RIGHTS

3.1 Union Security:

A. Union Financial Membership as a Condition of Employment:

(i) All Bargaining unit employees employed by the Medical Center and who are subject to the terms of this Agreement shall, as a condition of continued employment, become and remain financial members of the Union in good standing, and all such employees subsequently hired shall become and remain financial members of the Union in good standing within thirty-one calendar days of commencing employment or the effective date of this Agreement, whichever is later. The Union agrees to waive the initiation fee normally charged by the Union.

(ii) Consistent with the requirements of the National Labor Relations Act, an employee may satisfy his or her obligation to become and remain a financial member of the Union in good standing by becoming:

a) a "Dues Member" — a full member of the Union paying the full monthly membership dues; or

b) an "Agency Fee Payor" — not a full member of the Union, but instead pays a reimbursement of representation fee each month for the costs and chargeable fees of providing representational services; or

c) a "Religious Objector" — a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting a union. Such Bargaining unit employees shall pay the monthly reimbursement for representation fee to a non-religious, non-labor charitable organization from a list approved by the Union.

(iii) Employees Not Subject To This Section: Employees classified as Per Diem or Temporary under Article 6 shall not be subject to the terms of this Section 3.1. Employees who present proof to the Medical Center that they are subject to financial obligations to another union prior to the expiration of time period set forth in Paragraph (A)(i) above shall not be subject to the terms of this Section 3.1. The Medical Center shall provide such proof to the Union within seven days of receiving it from the employee.

B. Failure to Make Required Payments

(i) The Union shall notify the Medical Center and the affected Bargaining unit employee in writing of a Bargaining unit employee's failure to comply with the provisions of this Article and shall afford such Bargaining unit employee fifteen (15) work days from the date such notice has been mailed to the Bargaining unit employee at his or her last known address in which to comply with the provisions of this Article.

(ii) If the affected Bargaining unit employee does not comply with the provisions of this Article within the fifteen (15) work day period set forth above, the Union will notify the Medical Center in writing of the Union's request that the Bargaining unit employee be terminated from employment for his or her continued failure to make the required payments, and the Medical Center will promptly comply with such a request.

C. Payroll Deduction: Bargaining unit employees who become Union members or who pay agency fees shall execute a payroll deduction authorization form. The Employer will deduct monthly Union membership dues or fees from the wages of those employees who authorized the Employer to do so. Dues or fees will be deducted monthly and remitted along with a list of the names of those for whom the deductions were made and a listing of all terminations and/or new hires, to the Union's Redding office by the 15th of the month following the month for which the deductions were made. A payroll deduction authorization will remain in effect until an employee notifies the Employer, in writing, of the cancellation of such authorization or the resignation from Union membership/agency fee payment.

D. Hold Harmless: The Union shall indemnify and hold the Employer harmless against any cost or liability resulting from any and all claims, demands, suits, or other action arising from the operation of any provision of this Article, or from the use of monies remitted to the Union, including the cost of defending against any such action or claims. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article, and agrees to refund to the Employer any amounts paid to the Union in error.

E. New Employee Notices: Upon employment, the Employer will inform all bargaining unit employees that the Union is the exclusive bargaining agent representing them. The Employer will give every employee a Union packet, furnished by the Union, which will contain a copy of the collective bargaining agreement, a Union membership/agency fee payment application and a cover letter from the Union, which explains the Union Security provisions of this Agreement.

F. Provision of Information: Upon request, the Employer will furnish the Union with the names and addresses of all current unit employees once a year.

3.2 Non-Discrimination: There shall be no discrimination by either the Employer or the Union against any employee or applicant for a position in a bargaining unit classification on account of membership or non-membership in, activity on behalf of or in opposition to, the Union. Neither the Employer nor the Union will discriminate for or against any employee or applicant for employment on account of any basis prescribed by Federal or State law.

3.3 Union Rights:

A. Union Representative/Steward: The Union may select a reasonable number of stewards from within a Hospital unit. A Hospital unit, for purpose of representation, shall be listed in "Appendix A" to this Agreement. Within 15 days of signing of this Agreement, the Union shall provide a list of representatives/stewards to the Human Resources Department showing the unit employees' name, classification, department and work location. This list shall be updated whenever there is a change in the Union selected representatives.

B. Functions and Rights of Stewards: The function of stewards shall be to inform employees regarding rights and responsibilities under this Agreement; to assist authorized Union staff in grievance investigations; and to participate, when requested to do so, in matters relating to employee discipline. Stewards may be called upon to represent an employee in this bargaining unit at any time. If an employee requests a steward and said steward is "on duty," and no other steward is available, the Employer may allow the steward to represent the employee without loss of pay or benefits while the steward is serving in such representative capacity.

C. Union Representation: The unit workers have the right to choose or decline Union representation at any meeting which may involve or result in disciplinary action. Employees may choose a specific representative from their Hospital unit if the individual is immediately available. The request for such representation must be made to the unit employee's supervisor at the beginning or during any meeting which may involve or result in disciplinary action. If the requested Hospital unit steward is not immediately available, any other available Steward or authorized Union Representative will provide representation. The employee's supervisor may also agree to reschedule the meeting, if possible.

D. Access to Work Locations by Union Staff. The Employer will allow duly authorized Union staff access to non-patient work locations for the purpose of investigating grievances, observing working conditions, and ensuring compliance with this Agreement. Access will be granted upon condition that the duly authorized Union staff makes prior arrangements with the Human Resources Director or his/her designee and reports to the Human Resources Department upon arrival. Access to the Employer's facilities, as provided under this Section, shall not be unreasonably withheld provided the Union staff requesting access is pre-designated through notice to the Employer. The Union staff representative shall not interfere with patient care or converse with patients, interfere with the work or duties of employees or the operations of the Hospital, nor may the staff representative confer with any employee while the employee is on duty. If the representative is also an employee of the Employer, the representative may not carry out his/her duties as a representative except as provided in this Agreement.

E. New Employee Orientation: The Union shall be granted 20 minutes for a Union staff or designee to educate new Employees on this Agreement and Union benefits during new employee orientation. The Union will coordinate the timing of this orientation with the Human Resources Director.

F. Employee Negotiators Release Time: During bargaining for a successor contract to this Agreement, the Medical Center shall recognize up to three (3) unit workers as

negotiators for the Union, at the Union's option. If the employees are scheduled to work during the agreed-upon bargaining sessions, they shall be re-scheduled if possible upon sufficient advance notice given by the employee to the appropriate supervisor, in order to avoid loss of compensated work hours. If re-scheduling is not possible, the Medical Center will make reasonable efforts to allow the employee to leave his or her shift early without loss of compensation.

3.4 Bulletin Boards:

A. The Employer agrees to provide a location for a Union purchased bulletin board in the vicinity of the cafeteria at Shasta Regional Medical Center. The boards shall be for the Union's exclusive use. A representative of the Union will be responsible for posting materials on those boards on condition that approval is obtained from the Human Resources Director and a copy will be provided to the Human Resources' Department before posting. The Union agrees that it will not post political or inflammatory materials and that such materials are subject to removal by the Employer.

B. Hospital bulletin boards, normally accessible to the public, may not be used for posting materials submitted by the Union or on its behalf. Other bulletin boards may only be used by unit employees after approval is obtained from the Human Resources Director.

C. Information Binders: A Union information binder shall be maintained in areas where bargaining unit members work. The binder shall contain a copy of the current Agreement and other Union communication. The Union agrees that the binder shall not be used to communicate derogatory or disparaging information about the Medical Center. To add materials to the binders, the Union will submit proposed new materials to the Human Resources Director for approval. The Human Resources Director will then arrange a time for the Union to send a representative to update the binders and arrange access for the Union representative to restricted areas of the Medical Center.

ARTICLE 4: MANAGEMENT RIGHTS

It is agreed that the Employer shall have and retain all the customary and usual rights, powers, functions, and authority to discharge its obligations. The rights, powers and authority which the Employer had prior to the execution of this Agreement are expressly retained by the Employer, except as modified by this Agreement or by any supplemental Agreement arrived at through the process of collective bargaining.

It is understood and agreed that these management rights include, but are not limited to, the right to determine the numbers, qualifications and types of employees to be employed and to assign duties to such employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new and improved equipment, machinery, methods, processes or services; to contract out any processes, programs or operations or portions thereof, to determine the number of hours per day or week operations shall be carried on; to determine the number, location and operation of facilities, departments,

divisions, and all other units of the Employer; to allow volunteers or other non-unit members to provide limited services and functions otherwise covered by this Agreement; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the unit employees. Consistent with the foregoing, it is understood that unit employees within any classification may be cross-utilized to perform any and all tasks falling within that job classification without limitation. Furthermore, unit employees may also be cross-utilized to perform tasks falling in other classifications to meet the operational needs of the Employer, provided that such employees have the necessary skills, experience, qualifications and abilities to perform the tasks of such other classifications.

The parties further agree that, except as otherwise limited by this Agreement, the Employer shall retain the right to hire, evaluate, promote, layoff, discipline, discharge, set work schedules, make work assignments, and otherwise direct and control its operations consistent with its mission. In this regard, it is also agreed that the Employer may make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operation of its facilities, and after advanced notice to the Union and the employees, to require compliance with such reasonable rules and regulations by the unit employees.

In the event that the Employer decides to subcontract any service or program performed exclusively by employees covered by this Agreement, and if such contracting will result in a loss of jobs by unit employees covered by this Agreement, the Employer shall offer to bargain over the effects of such loss of jobs prior to implementation.

ARTICLE 5: ADAPTATION PERIOD

All employees shall serve an adaptation period for the first ninety (90) calendar days of employment. If necessary to further evaluate an employee's performance (i.e., where the employee may be subject to termination), the Employer may extend the adaptation period for an additional thirty (30) days.

During the adaptation period, newly hired employees may be disciplined or discharged without recourse to the Fair Treatment and/or Grievance and Arbitration Procedure.

Employees will be subject to an adaptation period at the time of initial hire, rehire, or when transferring or promoting into a new position. Regular employees who transfer or promote into a new position and who do not successfully adapt into that new position may (1) return to their prior position, if it remains open, (2) be placed in a comparable position in the same classification, if available, in any shift in the prior department, (3) apply and be considered for other positions for which they qualify, (4) be placed on Per Diem status until a position becomes open or (5) be laid-off subject to recall.

ARTICLE 6: EMPLOYMENT CATEGORIES

This Article provides definitions of employment classifications and does not guarantee employment for any specified period of time.

6.1 Regular Full-Time Employees: are those who are not in a temporary status and who are regularly scheduled to work thirty-two (32) hours or more per work week. Regular full-time employees are eligible for the Employer's benefit package in accordance with and subject to the actual terms, conditions and limitations of each benefit program's plan documents.

6.2 Regular Part-Time 1 Employees: are those who are not in a temporary status and who are scheduled to work twenty-four (24) or more hours per workweek. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they may not be eligible for some or all of the Employer's other benefit programs, subject to and in accordance with the actual terms, conditions and limitations of each benefit program's plan documents.

6.3 Part-time 2 Employees: are those who are not in a temporary status and who are regularly scheduled to work less than twenty-four (24) hours per workweek. Part-time 2 employees are not eligible for the Employer's non-legally mandated benefit programs.

6.4 Per Diem Employees: are those who work on an "as-needed" basis. Per Diem employees are not eligible to participate in the Employer's non-legally mandated benefit programs.

6.5 Temporary Employees: are those hired as interim replacements to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category can be either full- or part-time and are of limited duration. Therefore, temporary employee assignments generally are for no more than six months. While temporary employees receive all legally mandated benefits (such as Workers' Compensation Insurance and Social Security), they are not eligible for all of the Employer's other benefit programs. Temporary employees are not to be part of the bargaining unit.

ARTICLE 7: HOURS OF WORK, OVERTIME, WORK SCHEDULES

7.1 The Employer may implement work schedules consisting of four (4), six (6), eight (8), ten (10) or twelve (12) hours of work per day. Work schedule changes for an individual employee, department, unit or area may be implemented upon thirty (30) days written notification to the Union.

7.2 Hours of Work: Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Work schedules will be posted two (2) weeks in advance and the Employer will provide two (2) weeks' advance notice of schedule variations except for unavoidable changes which may be needed. In such cases, the Employer will make a reasonable attempt to immediately notify employees of such unavoidable changes.

7.3 Assignment of Overtime: All overtime must be pre-authorized and approved by the Department Head, Supervisor or designee. The Medical Center will not assign mandatory overtime unless one of the following conditions exist: there is a disaster or emergency declared by a federal, state and/or local agency or the Medical Center's LVN/Tech Executive or designee has determined that patient care needs and/or patient safety require such action be taken and management has utilized all existing internal and external resources.

Employees who are assigned to work overtime in excess of four (4) hours beyond their regular shift may be provided with a meal voucher.

7.4 Overtime On Eight (8) Hour Shifts

Employees will be paid overtime at the rate of one and one-half (1^{1/2}) times their regular rate of pay for all hours worked in excess of eight (8) in a work day or over eighty (80) in a two (2) week pay period. Double time shall be paid for all hours worked in excess of twelve (12) in a work day.

7.5 Overtime On Ten (10) Hour Shifts

Employees will be paid overtime at the rate of one and one-half (1^{1/2}) times their regular rate of pay for all hours worked in excess of ten (10) in a work day or forty (40) in one workweek. Double time will be paid for all hours worked in excess of twelve (12) in a work day.

7.6 Overtime On Twelve (12) Hour Shifts

Employees will be paid overtime at the rate of one and one-half (1^{1/2}) times their regular rate of pay for all hours worked in excess of a forty (40) hour work week. Double time will be paid for all hours worked in excess of twelve (12) in a work day.

7.7 If an employee is unable to take a meal break during his/her 8, 10 or 12 hour shift, it shall be treated as compensable working time and as hours worked for the purposes of computing overtime.

7.8 Weekends and Holidays

A. A "weekend" means Saturday and Sunday, except in case of night shift where it means Friday and Saturday.

B. All employees will receive every other weekend off. In case of staffing shortages, an employee may be required to work more than every other weekend but no more than three (3) weekends in a thirty (30) day period.

C. The every other weekend off pattern may be waived if an employee so requests and if the requested pattern is compatible with the master staffing plan and is approved by the Department Head or Supervisor.

7.9 Break Between Shifts: All employees will generally be scheduled to receive at least six (6) hours off between shifts. Employees who are required by the Employer to report to work prior to receiving six (6) hours off between shifts shall receive overtime pay at the appropriate rate as set forth in this Article for those hours worked until the employee receives at least six (6) hours off.

7.10 State and Federal Wage and Hour Laws: The Hospital agrees to comply with State and Federal wage and hour laws to the extent they are applicable to this Agreement. In this regard, the Union and the Employer acknowledge and agree that the provisions of Section 3 of the applicable Industrial Welfare Commission Wage Order, except for subsections (F) and (K), shall not be applicable to this Agreement.

7.11 There shall be no pyramiding or duplication of overtime or premium pay for the same hours worked. To the extent that hours worked are compensated at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, except that where two or more overtime or premium provisions apply, the greater shall prevail.

ARTICLE 8: REST BREAKS AND MEAL PERIODS

8.1 All employees are entitled to two fifteen (15) minute rest periods, during each eight or ten hour shift. The first rest period should be taken within the first half of the shift and the second rest period within the second half of the shift. Employees on twelve hour shifts schedule will receive an additional fifteen (15) minute rest period during the third four hour time frame of their shift. Rest periods cannot be aggregated (i.e. one thirty (30) minute break instead of two (2) fifteen (15) minute breaks).

8.2 The Employer will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods and missed meal and rest periods. Employees will be relieved of all active responsibilities and restrictions during meal and rest periods. To the extent possible, rest periods will be provided throughout the work periods. Employees are required to be at their work stations at the conclusion of allotted meal or rest periods.

8.3 To ensure that departments are always staffed during meal periods the supervisor may assign or stagger meal periods.

ARTICLE 9: PAY DAYS AND PAYCHECKS AND PARKING

9.1 Paydays: Employees will be paid twice a month or every two weeks as determined by the Employer's payroll policy.

9.2 Paychecks: Employees will be paid for all work performed during the payroll period.

9.3 Paycheck Discrepancies: If there is a discrepancy in the employee's paycheck which was the result of Employer error, it will be corrected immediately. However, if the discrepancy is due to the employee's error, the correction will be made on the employee's next paycheck.

9.4 Parking: Employees will be provided free parking at Shasta Regional Medical Center.

ARTICLE 10: PERFORMANCE EVALUATIONS

10.1 Informal Evaluations: The parties encourage employees and supervisors to discuss job performance and goals on a regular, informal basis. Informal performance evaluations may be conducted from time-to-time to provide the opportunity to discuss job tasks, encourage and recognize strengths, identify areas for improvement, and discuss specific approaches to meet performance goals. Employees may respond to and comment on the performance evaluation; however, evaluations shall not be subject to the Fair Treatment/Grievance Procedure nor shall they be utilized as a means of discipline.

10.2 Formal Evaluations: Formal evaluations are conducted to provide the opportunity to discuss job tasks, encourage and recognize strengths, identify areas for improvement, and discuss positive and specific approaches to meet performance goals.

10.3 A formal performance evaluation will be conducted within the first ninety (90) calendar days of employment and within the same periods in case of transfer or promotion into a new position. Time spent on medical or other leaves is excluded from this initial evaluation period. Thereafter, formal performance evaluations normally are scheduled every twelve (12) months. Employees may respond and comment on the performance evaluation; however, evaluations shall not be subject to the Fair Treatment/Grievance Procedure nor shall they be utilized as a means of discipline.

ARTICLE 11: ATTENDANCE AND PUNCTUALITY

The Hospital agrees to maintain a safe and productive work environment. As absenteeism and tardiness place a burden on the facility and other employees, the Employer expects employees to be reliable and punctual in reporting for work. Employees unable to report to work as scheduled shall notify their supervisor or designee as soon as possible, by calling in at least two (2) hours in advance of the start of their shift.

Excessive absenteeism and tardiness may lead to corrective action, up to and including termination of employment. Additionally:

11.1 Employees are expected to report to work during inclement weather conditions unless doing so could result in harm to the employee.

11.2 Employees absent from work for two (2) consecutive days without giving proper notice to the facility may be considered to have voluntarily resigned.

11.3 Employees who report to work without proper equipment or in improper attire may not be allowed to work. If an employee reports for work in a condition deemed not fit for duty, whether due to illness or any other reason, the employee may not be allowed to work.

ARTICLE 12: STAFF RIGHTS

An employee may request not to participate in any aspect of patient care, including treatment, due to a perceived conflict with his/her cultural values, ethics, or religious beliefs. The Hospital will make every reasonable effort to approve such requests; so long as the approval

of such requests will not negatively affect the patient's care, including treatment, and so long as there is an appropriate alternative method or methods of care delivery. An employee may submit a Request Not to Participate Form to his/her supervisor at the time of hire, or as soon as possible after he/she is notified that he/she may be required to participate in such aspect of patient care or treatment. An employee may be floated to a position in another department for which he/she is qualified, or may be asked to leave work while the facility brings in other staff to provide patient care. An employee who is asked to leave may use accrued CashPlus for the scheduled hours of leave. If adequate staffing cannot be found, or if the request cannot be granted without negatively affecting patient care, including treatment, the employee will be required to participate in such treatment.

ARTICLE 13: TRANSFERS, PROMOTIONS AND JOB POSTINGS

13.1 Current qualified employees will be given first consideration for available positions when opportunities arise for transfer and/or promotion. Employees may apply for any posted vacancy for which they qualify. Transfer and/or promotions decisions are based on specified long term business goals, employee performance, seniority and the employees potential for success in the new position. The Employer intends to fill available positions by promotion or transfer of current qualified bargaining unit employees whenever possible.

13.2 Where the applicants' qualifications, certifications, advanced training, recommendations, references, performance, attendance record and attitude/professionalism are approximately equal, the Employer will select the most senior employee applying for the position as provided in the Article entitled "Seniority".

13.3 Employees wishing to transfer or promote to a posted position for which they qualify either within or outside their present department, must complete a "Request for Transfer/Promotion" form and receive their supervisors and Human Resources acknowledgement.

13.4 Employees who have been denied a position due to an issue involving qualifications, may seek recourse through the Grievance and Arbitration Procedure.

13.5 The employer will post job openings for at least five (5) calendar days. Employees should be in their present position for a minimum of six (6) months to be eligible to apply for a posted position.

13.6 Transfer Out of the Bargaining Unit: In the event an employee is assigned or accepts a position outside the bargaining unit and subsequently is transferred back into the bargaining unit, such employee shall be reinstated in the bargaining unit without loss of bargaining unit seniority (the employee shall retain all seniority earned prior to the transfer but shall not accumulate seniority for the period of time spent outside the bargaining unit).

ARTICLE 14: SENIORITY

14.1 Bargaining Unit Seniority: Bargaining unit seniority shall be total years of employment in a position covered by this Agreement.

14.2 Cost Center Seniority: Cost Center seniority shall be the total years of employment in a particular Cost Center (as defined in Appendix B) in a position covered by this Agreement.

14.3 Benefit Seniority: Benefit seniority shall be total years of employment in any benefit eligible position held within Shasta Regional Medical Center and/or Shasta Regional Medical Center.

14.4 Each employee shall receive on an annual basis, an individual written "Seniority Statement" from Human Resources that contains the number of years of Medical Center, Bargaining Unit and Cost Center/Pod seniority.

14.5 Applicability:

A. In the event of job openings, transfers or promotions, when seniority is applicable, first cost center seniority in the cost center where an opening occurs, and then bargaining unit seniority, shall be determinant.

B. In the event of a layoff, bargaining unit seniority within the "departments" listed in Appendix C will be determinant, when seniority is applicable.

14.6 Termination or Resignation: Seniority will be lost if an employee is terminated or resigns. Should an employee resign, seniority may be reinstated at the discretion of the Employer for benefit and salary calculation if an employee is rehired within one (1) year of his/her resignation date.

14.7 Per Diem and Part-time 2 Employees: Per Diem and Part Time 2 employees do not accrue seniority until they begin or are reinstated into a regular full-time or regular part-time position.

ARTICLE 15: LAYOFFS

"Layoff" means a permanent reduction of staff, a decrease in regular part-time hours worked, a change in employment category status, (reduction from regular full-time to regular part-time 1 or to part-time 2 or to Per Diem) or the elimination of the employee's position.

15.1 A decision to permanently reduce staffing levels is operational to be made by management. Prior to implementing such a decision, the Employer shall notify the Union and offer the Union the opportunity to bargain over the effects of the decision.

15.2 All decisions to layoff, or recall employees are subject to the requirement that the remaining/recalled employees be fully qualified to fill the positions and are subject to the considerations of patient care.

15.3 The terms "to bump" or "exercise seniority" mean that the displacing employee has more seniority than the displaced employee, accepts the hours, shift and assignments of the displaced employee and is qualified to fill the position.

15.4 The term “qualified to fill positions” means that, in the opinion of the Employer, the employee has the qualifications, skills and ability to perform in the position immediately with a maximum of two (2) weeks’ orientation.

For the purposes of this Article, the “departments” are listed in Appendix C.

15.5 Prior to implementation of a permanent layoff, the Employer will implement the following:

- A. Solicit voluntary changes in status, to the extent feasible.
- B. Return to their regular units those employees who have been temporarily assigned to or from a unit where a staff reduction is planned.
- C. Discontinue the use of all temporary or registry employees or travelers to the extent feasible in the areas affected by the reduction in force.
- D. Discontinue the use of Per Diem employees to the extent feasible.
- E. Discontinue the use of part-time 2 employees to the extent feasible.
- F. Terminate probationary employees (new hires), unless such probationary employees possess special skills and/or qualifications that will be needed following a layoff.

15.6 Permanent layoffs shall be made in accordance with:

- A. First, by classification in a “department.”
- B. Second, by seniority as provided in Article 14 (Appendix C), if the employees’ skills, qualification and abilities, or specialized knowledge or skill required to perform the work to be assigned are relatively equal.

The parties recognize that following a staff reduction, the Employer may need to have the need for Per Diem employees in which case those employees laid off shall, in inverse order of layoff, be given preference for such work.

15.7 The Employer will give affected employees at least two (2) weeks’ advance notice or two (2) weeks’ pay in lieu of notice.

15.8 A regular full-time or part-time 1 employee subject to layoff shall be entitled to “bump” the least senior regular employee within his/her “department” provided the bumping employee is qualified to fill the position. Full time employees shall bump full time and part-time 1 employees shall bump part-time 1.

15.9 Employees who are covered by the Employer sponsored health insurance at the time of staff reduction shall be covered in accordance with the terms in the applicable plans, as amended from time to time.

15.10 Affected employees will be given preferential hiring for a six (6) month period following a layoff. The Employer is required to recall those employees laid off in the event the Employer creates positions in the "department" where they worked immediately prior to their layoff. Employees will be recalled in the inverse order of layoff provided they are qualified to fill the available position.

15.11 Laid off employees who are recalled within the one (1) year from the date of layoff shall be restored to their former status with respect to salary and all fringe benefits which are in effect at the time of their return; however, there shall be no retroactive accumulation of earnings or benefits for the period of separation. Employees who are eligible for insurance coverage upon return to employment will be covered in accordance with the terms and conditions of the Employer's plan.

15.12 Prior to temporary layoffs, the employer will notify the Union at least two (2) weeks in advance and bargain over the effects of such temporary layoff.

ARTICLE 16: FLOATING

A Float LVN/Tech is one who is temporarily reassigned from his/her usual unit to another unit for a shift or a portion of a shift and may be given a patient assignment.

16.1 LVN/Techs who float from their assigned unit will be oriented and expected to perform within the basic LVN/Tech scope of practice and within his/her competency. Subject to patient care considerations and staffing needs, the Employer will attempt to float on a rotational basis within individual units.

16.2 Each unit shall maintain a checklist of those items of information with which a LVN/Tech will be familiar when assigned to that unit such as the flow sheets used for that particular department, the patient responsibilities required within the LVN/Tech scope of practice, a physical orientation to the equipment required to care for the patients assigned, and orientation to the department's physical outlay. Orientation for the purpose of floating means that the float LVN/Tech has reviewed the checklist with the Clinical Supervisor or designee of that unit.

16.3 Subject to patient care considerations, the Employer will attempt to float LVN/Techs from a unit in the following order; registry, travelers, Per Diem, Part-time 2, and finally regular full-time and regular part-time 1 on a rotational basis.

ARTICLE 17: LICENSES, CERTIFICATIONS AND COMPETENCIES

Copies of licenses, certifications, Hospital and/or unit-specific competencies (i.e., CPR, ACLS, etc.), are maintained in the employee's personnel file. Maintenance of such licenses, certifications or competencies are the employee's responsibility and are a condition of continued employment. If an employee fails to maintain a valid license, certification or Hospital and/or unit-specific competency, the Employer, at its sole discretion, may reassign the employee to another position, with compensation applicable to that position, or may remove the employee from the schedule until the employee has provided proof of required current licensure and/or satisfactory evidence of completion of certifications, Hospital and/or unit-specific competencies.

ARTICLE 18: WORK RULES, CORRECTIVE ACTION AND TERMINATION

In order for the Employer to provide the best possible work environment for employees and to assure orderly business operations, all employees are expected to follow established work rules which will protect the interest and safety of patients, employees and the Employer's facility. Work rules and any changes thereto will be provided to all bargaining unit employees with a copy sent to the Union prior to implementation.

18.1 Performance Management: Employees are expected to meet satisfactory performance expectations and adhere to established work rules. Unsatisfactory performance or violation of work rules may result in the use of a Positive Performance Management and Corrective Action approach. Generally, corrective action consists of a documented verbal warning(s) on the Performance Management Form, documented formal written warning(s) signed by the employee, and the supervisor, suspension(s) without pay and, finally, termination.

The performance management/corrective action procedure generally will be followed. However, circumstances may arise which make it inadvisable or inappropriate to follow the general performance management/corrective action procedure. Therefore, depending upon the nature and severity of the incident, more serious corrective action, up to and including immediate termination, may occur at any step.

18.2 With the exception of verbal warnings, a copy of the corrective action will be placed in the employee's personnel file and provided to the employee. The employee may also be asked to sign the document to acknowledge receipt of his/her copy. A suspended or terminated employee will be provided, in writing at the time of suspension or termination, with the reason, unless the suspension is on the account of an investigation.

18.3 Employees who are under investigation may be suspended with or without pay.

ARTICLE 19: STAFFING

The Employer shall have a staffing system based on assessment of patient needs in conformance with the accreditation requirements of the Joint Commission on Accreditation of Health Care Organizations and Title 22 of the California Administrative Code as applicable. The Employer agrees to conform to any future changes adopted by either regulatory body during the term of the contract.

The system will be adhered to in all areas to which it is applicable, at all times, including weekends. Patient care areas such as out-patient surgery, equivalent or appropriate systems for assessing staffing needs will be maintained. In the event that the scheduled staffing is insufficient to meet the specific staffing ratios called for by this system, the Employer will make every reasonable effort to procure additional personnel. Should persistent shortages be identified, the Employer will take the necessary steps to ensure safe patient care.

ARTICLE 20: EMPLOYEE ADVISORY COMMITTEE

20.1 Intent: Shasta Regional Medical Center recognizes the responsibility of the Employee Advisory Committee to recommend measures objectively to improve patient care and will duly consider such recommendations.

20.2 Composition: The Employee Advisory Committee shall be composed of five (5) LVN/Techs employed at Shasta Regional Medical Center, the Human Resources Director, and any manager or director chosen by the Hospital to attend the EAC meetings. The staff Committee members shall be elected by the LVN/Tech staff at the Medical Center.

20.3 Meetings and Minutes: The Committee shall schedule regular meetings not to exceed one every month and 1 ½ hours in length. Meetings shall be scheduled between the Employee Advisory Committee and management. Such meetings shall be scheduled so as not to conflict with the normal routine. The Committee shall prepare an agenda and keep minutes of all meetings, provide a roster of attendance and length of meetings, a copy of which shall be provided to the appropriate administrator. Released employees will be paid up to one and one-half hours, at the regular rate of pay, not including differentials and overtime.

20.4 Objectives: The objectives of the Employee Advisory Committee will be:

- A. To consider, constructively, the professional practice of LVN/Techs;
- B. To work, constructively, for the improvement of patient care and clinical practice;
- C. To recommend to Shasta Regional Medical Center ways and means to improve patient care.

20.5 Meeting Facilities: The Employee Advisory Committee will be permitted to use Shasta Regional Medical Center premises and equipment for meetings, provided sufficient advance request for meeting facilities is made to Shasta Regional Medical Center and space is available.

ARTICLE 21: HOLIDAYS

21.1 The following six (6) Holidays are days on which pay at time and one-half is paid for all hours worked:

| | |
|----------------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day (July 4). | Christmas Day |

21.2 An employee may, in lieu of time off later, withdraw the Holiday hours in pay accrued into PTO (for example, CashPlus).

21.3 A PTO (for example, CashPlus) day may be requested by an employee who is either not scheduled or called off on one of the above Holidays.

21.4 In addition to the above recognized holidays, two (2) Floating Holidays may be taken as time off.

ARTICLE 22: VACATION

22.1 The Employer will make every effort to grant employees their vacation requests and shall not unreasonably deny such requests because of the season of the year. The following procedures will apply:

A. Scheduling: In the event that staffing and patient care requirements do not permit all employees in this bargaining unit who request a certain vacation preference to be able to take vacations over the same time period, the Employer will follow the policies established for the various departments.

B. Vacation Segments: Employees are required to take their vacation time and are encouraged to take vacations in segments of at least one (1) week. The Employer will attempt to grant vacation time in smaller segments; provided, however, that this does not result in an overtime penalty to the Employer.

C. Vacation Request Denial: Employees who request vacation time off in accordance with departmental policy but who are denied vacation time off will continue to accrue PTO benefits as specified in the Employer's policy. If the Department Manager does not approve the request for vacation it must be submitted to the appropriate administrator for review before denial.

22.2 Eligibility and Accrual: PTO compensation shall be accrued by full-time and part-time 1 employees under this Agreement as provided herein:

| <u>Service</u> | <u>Accrual Rate</u> |
|----------------|---------------------|
| 0-24 months: | .1026 |
| 25-60 months: | .1239 |
| 61-120 months: | .1368 |
| 121 months +: | .1453 |

22.3 Accumulation: PTO is accrued in the employee's PTO Account. Amounts previously accumulated by employees in previous PTO accounts shall be maintained by the Medical Center. Each employee's overall, aggregated PTO hours shall be accounted for individually to employees on at least an annual basis.

ARTICLE 23: SICK LEAVE

23.1 Eligibility and Accrual: Each eligible regular full-time and part-time 1 employee shall accrue sick leave under the Extended Illness Benefit (EIB) at the rate specified herein, to a maximum accrual of 144 hours.

Full time: 48 hours per year

Part time 1: 24 hours per year

23.2 Accumulation: Sick leave is accrued in the employee's EIB account. Amounts previously accumulated by employees in "Reserve" and "Old Reserve" Sick Leave Accounts shall be maintained by the Medical Center. Each employee's overall, aggregated sick leave/EIB hours shall be accounted for individually to employees by the Medical Center on at least an annual basis.

23.3 Immediate Access to EIB: It is understood that employees may access EIB benefits immediately upon hospitalization for an illness or injury. "Hospitalization" shall be defined as (1) admission to a licensed inpatient facility for an overnight stay; (2) admission to a licensed care facility for a surgical procedure; or (3) documented treatment of the employee in an emergency department of a licensed acute care facility.

ARTICLE 24: LEAVES OF ABSENCE

Bargaining unit employees will be eligible for leaves of absence in accordance with the policies applicable to other employees at the hospital, as those policies may be amended from time to time.

24.1 General Leave:

A. All full-time and part-time 1 employees may request and may be granted a general leave of absence for a period of up to 30 days. A general leave is granted for reasons other than your own serious health condition or disability or the need to fulfill family obligations relating; to:

1. Family obligations relating to childbirth;
2. Adoption or placement of a foster child;
3. Care for a child, spouse or parent with a serious health condition.

B. Requests for general leave must be submitted in writing and must be approved in writing by the department head and Human Resources Representative before leave begins. General leave may not be used to extend vacations, other leaves, or other paid time off.

24.2 Jury Duty Leave: Regular full-time employees who have completed 90 days, are entitled to a maximum of 108 hours pay within a 36-month period, unless state law specifies otherwise, while serving on jury duty, less any jury pay received from the court. Regular part-time 1 employees, who have completed 90 days, are entitled to a maximum of 54 hours pay within a 36-month period unless state specifies otherwise, while serving on jury duty, less any jury pay received from the court. Any additional time served on jury duty by the employee shall be without pay. An employee who receives a jury summons or other notice of jury service must notify the Medical Center within 24 hours of receiving the notice in order to facilitate staffing coverage of the employee's absence. Upon completion of jury duty, an employee may receive at least two (2) days off prior to returning to his or her regularly scheduled duty if requested by the

employee. The employee will provide the Medical Center with documentation of the length of jury service so that the Medical Center may properly calculate the paid leave time, which shall not constitute "hours worked" for purposes of overtime or premium pay.

24.3 Military Leave: Eligible employees shall be granted military leaves of absence provided employees submit written verification of a call to duty from the appropriate military authority. The Employer will also grant employees unpaid time off to meet their weekly or annual training obligation in the active reserves.

The Employer will reinstate employees returning from military leave to the same position or one of comparable status and pay if employees:

- A. Have a certificate of satisfactory completion of service;
- B. Apply within 90 days after release from active duty;
- C. Are qualified to fill the former position.

Those employees who enlist directly with the Ready Reserves after undergoing six (6) months of active duty training are eligible to reinstatement if they apply within thirty-one (31) days of their release from active duty. Veterans who have served a regular tour of active duty have preference over employees returning from Ready Reserves.

It is the employee's responsibility to report to work at the end of the approved military leave; otherwise, the employee will be considered to have voluntarily terminated his employment.

24.4 Witness Duty Leave: Employees who are required by law to appear in court as witnesses may take time off without pay for such purpose, provided they give the Employer reasonable advance notice. Employees who appear as a witness on behalf of the Employer will receive their regular pay during such time.

24.5 Bereavement Leave: In the event of a death of a member of the unit employee's immediate family, including the immediate family of the spouse, regular full-time and regular part-time bargaining unit employees shall be granted a bereavement leave of absence of up to forty (40) normally scheduled hours without loss of pay or charge against any leave for an employee who works 8 hour shifts and thirty-six (36) hours for employees who work 12 hour shifts, with such leave to be scheduled within 72 hours of the death. Such leave is to be completed within 28 calendar days of being scheduled unless otherwise approved by the Department Director.

"Immediate family" is defined as: the employee's mother, father, sister, brother, child, grandparents, grandchildren, step-family members consistent with the foregoing relationships, foster children, current spouse and current spouse's immediate family. This article may also apply to individuals who are not legally related but who reside with the employee.

Additional days off may be used from the employee's accumulated time with approval of the Department Director.

24.6 Family Leave: The Employer will comply with the Federal Family and Medical Leave Act, as amended. The Federal Family and Medical Leave Act currently provides family leaves of absence without pay, combined with medical leave for a total of up to twelve (12) weeks in a 12-month period to all eligible employees who wish to take time off to fulfill family obligations relating directly to childbirth, adoption or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment or physical or mental condition that involves hospitalization.

Eligible employees should make requests for family leave to the Human Resources Department at least thirty (30) days in advance of foreseeable events and, as soon as possible, for unforeseeable events.

Employees may use accrued reserve sick time for family leave in accordance with state law. Eligible employees may elect to apply CashPlus while taking unpaid family leave. Eligible spouses who are both employed by the Employer may be limited to a combined total of twelve (12) weeks (minus any FMLA medical leave taken in the previous twelve (12) months within any 12-month period for the childbirth, adoption or placement of a foster child or for the care of a parent with a serious health condition.

24.7 Medical Leave -- Non-Occupational: The Employer provides unpaid medical leaves of absence for eligible employees who have completed 90 days of service, for a cumulative period of 12 weeks aggregated with Family Leave as provided in Section 24.6. Medical leaves of absence are provided for employees who are temporarily unable to work due to a serious health condition or disability. If the medical condition is for a period of 14 days or more, then the employee must request the medical leave.

Eligible employees may use their accrued sick time in accordance with the Employer's policy for their own illness and may elect to apply for CashPlus while taking unpaid leave.

24.8 Medical Leave -- Occupational: The Employer provides the employee with medical leave for work-related injuries in accordance with applicable laws covering occupational disabilities. Employees will be retained on medical leave for work-related disabilities until one of the following occurs:

- A. Employee is released for duty;
- B. Employee is not able to return to work due to injuries, based on competent doctor's report;
- C. Employee directly notifies the Employer that he/she does not intend to return to work;
- D. Employee indirectly informs the Employer that he/she does not intend to return to work by accepting other employment, moving out of state, or such other related conduct.

Benefits for employees on a medical leave for work-related disability will be coordinated with workers' compensation, income replacement, and any other benefits to minimize the impact

of the leave on the employee and the Employer. These benefits will be coordinated in such a manner that the employee may receive no more than his/her regular earnings from all sources.

24.9 Return to Work From Leaves: Unless required by law, when an employee is placed on a leave of absence, efforts will be made to hold the position open until the employee returns to work. However, there will be situations when positions cannot be held open due to business necessity or operational need. The Employer cannot guarantee reinstatement after a leave of absence or an extension of leave of absence. If the employees return to the same position, they will receive the same rate of pay as if they had not had a break in service.

So that an employee's return to work can be properly scheduled, an employee on leave of absence is requested to provide the Employer with two (2) weeks' advance notice of the date he/she intends to return to work. An employee who does not accept a position offered by the Employer will be considered to have voluntarily resigned his/her employment.

An employee who accepts other employment or fails to return to work promptly on the next regularly scheduled workday following the expiration of his/her leave of absence will be considered to have voluntarily resigned his/her employment.

24.10 Union Business Leave: In the event an employee discontinues his or her regular employment with the Medical Center upon being elected or appointed to a full-time Labor Relations position with the Union, the employee shall retain (but not add to) his or her Medical Center and bargaining unit seniority during such service with the Union. Such employee may continue to work as a Per Diem employee, at the employee's option; provided, however, the employee shall be guaranteed return to his or her former position, provided the vacant position still exists. The Medical Center will attempt to fill the position on a temporary basis during such a leave of absence or otherwise maintain the position as available for the employee's return, to the extent feasible given the Medical Center's staffing needs. In no event will the position be filled permanently for at least 90 days. If the position is no longer vacant, the Medical Center will provide the employee with a position consistent with seniority provisions of this Agreement. At the time of return, the Medical Center will provide the employee with an orientation to the position, if necessary. This clause shall only apply to one employee at a time, per calendar year, though additional leaves may be sought under the Medical Center's usual personal leave process under this Agreement. The seniority retention and guaranteed reinstatement rights shall apply for one (1) year, unless extended by the mutual agreement of the Medical Center and the Union.

ARTICLE 25: PROFESSIONAL EDUCATION LEAVE

25.1 Eligibility: Upon completion of their adaptation period, regular full-time LVN/Techs shall be entitled to forty (40) hours of professional leave each calendar year at their regular rate of pay and regular part-time 1 LVN/Techs shall be entitled to a prorated amount of professional leave at their regular rate of pay, based upon the relationship of hours actually worked to full-time employment in the calendar quarter immediately preceding the request for leave, with a minimum of fifteen (15) hours per calendar year. Paramedics will be entitled to 24 hours. These hours may also be used for on-line classes.

Professional leave is cumulative to a maximum of two (2) years accumulation. Professional leave may be used to attend professional seminars, courses, institutes, workshops or classes which count toward the state mandated continuing education required in order to maintain the LVN/Tech's license provided:

A. The employee applies thirty (30) days in advance in writing to his/her Department Manager specifying the course, institute, workshop, or other class s/he wishes to attend. The parties understand that requests submitted with less than thirty (30) days' notice may be denied due to scheduling concerns.

B. The employee obtains permission from the Department Manager to attend. If the Department Manager does not approve the request, it must be submitted to the appropriate administrator for review before denial.

25.2 Leave at Request of Hospital: If the Employer requires the employees to engage in an educational program or in-service, there will be no charge against the professional leave account. The employee required to attend will be notified in advance and the Employer will pay full expenses including tuition and text books and compensate for the employee's time at the employee's regular straight time rate.

ARTICLE 26: BENEFITS AND EMPLOYEES' HANDBOOK

26.1 Employee Benefits: It is the Medical Center's intention to provide fringe benefits to employees consistent with Medical Center policies. Examples of the types of benefits contemplated by this provision include:

- Educational Leaves & Educational Matching Gifts
- College Scholarships
- Credit Union
- Employee Assistance Program (EAP)

It is understood and agreed between the Union and the Employer that these benefits may change from time-to-time. Such changes will be implemented without further negotiations with the Union and upon advance notice to the Union.

26.2 401k Commitment: Notwithstanding the foregoing, the Medical Center will maintain an employer-paid match of a portion of employees' contributions to their 401k plan. During the term of this Agreement, the Medical Center will match at a minimum rate of 25% of the first 6% of each employee's contribution on an annual basis, for a minimum of 1.5% of the employee's total annual contribution. Upon ratification of this Agreement, the Medical Center will increase the amount of the match to 30% of the first 6% of each employee's contribution (1.8%). The Medical Center may increase the 401k match amount in its discretion from time to time and will notify the Union when such increases occur. The Medical Center may decrease the match amount in its sole discretion based on legitimate business reasons but will not do so arbitrarily or capriciously and will notify the Union in the event such a decrease is anticipated. In no even with the Medical Center decrease the match amount to less than 25% of the first 6% (1.5%).

ARTICLE 27: SEMINARS, SPECIAL TRAINING AND IN-SERVICE TRAINING

27.1 New demands in particular job fields frequently require employees to develop new skills. When these skills are considered essential to the success of the facility, employees who qualify may be sent to seminars or for special training at facility expense. Prior authorization by the employee's supervisor or department head must be obtained.

Where a certification or other specialized training is required by the Medical Center, the Medical Center shall (1) reimburse employees for the cost of obtaining or renewing such certification or other specialized training and (2) pay such employees for hours worked in gaining the certification or other specialized training). Where a certification or other specialized training is not a required element of the employee's job, the employee is responsible for the costs associated with the certification or other specialized training, except as otherwise provided by Medical Center policy.

27.2 In-Service Education: There shall be an in-service education program at the Hospital, the contents of which shall be determined by the Hospital. In-service shall cover, among other subjects, adequate orientation for new employees and reorientation continued in-service for all employees. When requested by the Hospital, attendance will be mandatory.

When mandatory in-service occurs on a regular employee's day off, the employee will be compensated in accordance with the compensation and overtime provisions of this Agreement.

ARTICLE 28: LIABILITY AND MALPRACTICE INSURANCE

There is an excess professional and general liability insurance policy that protects the facility and all bargaining unit employees from liability arising from the performance of their job duties. It applies only to unit employees' jobs with the Hospital and does not apply to any other employment or circumstance. The policy shall dictate the terms and the amounts of coverage. The entire cost of this insurance is paid by the Employer.

ARTICLE 29: GROUP INSURANCE

29.1 Group Insurance and Benefit Plans: Employees classified as regular full-time and regular part-time I will be eligible to participate in the Employer's group insurance and benefit plans.

The plans will determine the initial and continuing eligibility of Employees and their dependents to participate in the benefits provided under the plans, and all related obligations of the Employer. For benefit plans, the definitions of full-time and part-time are those contained in the eligibility section of each plan.

The group insurance benefits provided by the Employer under this Article may be changed, or the plan administrator, carrier or plans may be changed at the discretion of the Employer.

Benefits and contribution rates for bargaining unit LVN/Techs under the Employer's group insurance and benefit plans shall be the same as the benefits and contribution rates for

similarly situated non-represented employees of the Employer's. Employee premium contributions will be disclosed to the employees at the time of hire and at each enrollment period occurring during the term of the Agreement.

There shall be no increase in employee contributions to group insurance premium rates under this Article for the PPO Value Plan (PPO Low Plan) through September 30, 2007. In the event of an increase in premiums by the Medical Center's insurance carrier for the fiscal year beginning October 1, 2007, to the extent the Medical Center intends to increase the employees' premium share, the Medical Center will notify the Union within 30 days of learning the new premium rates. In the event of a significant increase in the employee share premiums, the Medical Center and the Union will meet and bargain over how any such increases will be shared. Any dispute over whether an increase is significant may be referred to the grievance and arbitration process under this Agreement. "Significant" is defined to be increases imposed by the insurance carrier that are beyond the normal industry trend in a given year.

ARTICLE 30: CASHPLUS BENEFIT

Amounts previously accumulated by employees in previous PTO accounts shall be maintained by the Medical Center, including CashPlus.

ARTICLE 31: WAGES

31.1 Schedule: The schedule provided in Appendix D shall apply to bargaining unit employees.

31.2 The wage scale set forth in Appendix D shall take effect December 1, 2006.

31.3 Placement on Scale: New employees will be placed on a step of the wage scale based upon their years of experience. Experience is defined as substantiated career experience in the employee's present position. Employees between Start and Step VII will advance to the next step on the salary schedule beginning the first full pay period following their annual review date.

31.4 Placement at 10 and 15 years Experience: Upon reaching 10 or 15 years of experience in their classification, Employees with 10 and 15 years experience shall be placed at the wage rates provided in Appendix D for 10 and 15 years. This increase shall take effect beginning the first full pay period following the employee's annual review date. Experience is defined as substantiated career experience in the employee's present position.

ARTICLE 32: COMPENSATION

32.1 Shift Differential:

A. An LVN/Tech who works the majority of shift hours between 3:00 and 11:00 p.m., shall receive a shift differential of \$0.75 per hour.

B. An LVN/Tech who works the majority of shift hours between 11:00 p.m. and 7:00 a.m. shall receive the shift differential of \$2.50 per hour.

32.2 Weekend Shift Differential: In addition to shift differentials as described in this Article, LVN/Techs who work on the weekend shall receive a shift differential of \$0.75 for all hours worked during the weekend.

32.3 Call-Off/Reporting Pay: Part time 2 and Per Diem employees shall be subject to call off before regular full-time and regular part-time 1 employees. Regular full-time and regular part-time 1 employees' call-off shall be conducted on a rotational basis. Employees who are scheduled to report for work, and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment, shall either perform any work to which they may be assigned subject to the provisions of their license certification or be given the option to go home without pay. If the Employer is unable to utilize such employee, the employee shall be paid for half of his/her shift up to a maximum of four hours.

The Employer shall not be obligated to pay reporting pay if the Employer has documented an attempt to provide at least two (2) hours prior notice not to report for the next regularly scheduled shift. An employee shall notify the Employer two (2) hours in advance if he/she is unable to report to work. It is the responsibility of the employee to notify the Employer of the employee's current address and telephone number.

32.4 On-Call and Call-Back: The following provisions apply only to regularly scheduled full-time and part-time employees who are placed in "on-call" status.

A. "On-Call" Time: "On-call" time is assigned standby service within or beyond the employee's regularly scheduled work day or work week during which the employee is required to return to work if called back.

B. "Call-Back" Time: "Call-back" time is time worked beyond the employee's regular schedule when an employee is called back to work during on-call status.

C. On-Call Pay Rate: Employees who are placed on "on-call" status shall be paid 37.5% of their straight time hourly rate for all hours during which they are on call until the time they report to work, if called back.

Call-Back Pay: If called back to work when in "on-call" status, employees shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked. In all cases, employees called back shall receive no less than two (2) hours call-back pay.

32.5 Recall Pay: A regular employee who has completed a shift and leaves the facility but is recalled to work prior to the start of the employee's next scheduled shift shall be guaranteed a minimum of two (2) hours of work or two (2) hours of pay at their straight regular rate, overtime or double-time pay, as applicable.

32.6 Per Diems: Employees working as Per Diems shall receive two dollars (\$2.00) per hour differential in place of all other benefits.

ARTICLE 33: MINIMUMS

All wage rates, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Employer's right to increase wage rates, benefits, premium and differentials, and to pay other extra compensation at the Employer's discretion in excess of those provided by this Agreement. The Employer shall notify the Union of any such changes as provided for herein.

ARTICLE 34: GRIEVANCE AND ARBITRATION PROCEDURE

The following Grievance and Arbitration Procedure applies to the Medical Center, the Union and the bargaining unit employees for all matters covered by this Agreement.

34.1 Definition/Protocol: A grievance shall be defined as a dispute concerning the interpretation or application of any express provision of this Agreement. An employee may be assisted or represented by the Union at any Step in the procedure. Employees will not be subjected to any form of retaliation as a result of filing a grievance.

In order to be timely, a grievance must be submitted at the Step 2 level in writing to the other party within twenty-one (21) days of the event giving rise to the grievance, or within twenty-one (21) days of the time when the grievant knew or, with reasonable inquiry, should have known of the event. Grievances pertaining to discharge or suspension shall be submitted at the Step 2 level in writing within seven (7) days of the discharge or suspension. In order to be valid, a written grievance must state facts upon which the grievance is based, the provision(s) of this Agreement which have been violated or are in dispute, and the requested remedy.

34.2 Time Limits: The term "days" as utilized in this article shall be defined as "calendar" days. Time limits may be waived only with the mutual written agreement of the parties, or by oral agreement with subsequent written confirmation signed by both parties within five (5) days after the oral agreement is reached. Unless waived or modified in accordance with the above, the time limits contained herein shall be strictly construed. No grievance shall be arbitrable unless all time limits have been met. If a party fails to respond, or to respond in a timely fashion, the other party may move the grievance to the next Step. If a party has responded and the other party fails to give timely written notice of intention to move the grievance to the next Step, the grievance will be deemed to have been resolved on the basis of the party's last response. The failure to insist upon strict compliance with these time limits and requirements in one or more grievance(s) shall not affect the right to do so in any other grievance.

34.3 Procedure Steps:

STEP 1 -- Immediate Supervisor or Manager

Except in the case of a discharge or suspension, a grievant shall first attempt to resolve a matter by discussing it orally with the grievant's immediate supervisor or Manager. The immediate supervisor or Manager shall provide an oral response to the grievant within seven (7) days.

STEP 2 -- Director of Human Resources

If the grievance is not resolved at Step 1, within seven (7) days after receiving the response in Step 1, either the Union or the grievant may present the grievance in writing on the appropriate form to the Director of Human Resources or his/her designee. The Director of Human Resources shall deliver a written response to the Union and the grievant within seven (7) days after receipt of the grievance.

STEP 3 -- Mediation

If the grievance is not resolved at Step 2, within seven (7) days after the Medical Center's response in Step 2, either the Medical Center or the Union may request mediation of the dispute. If both parties agree to mediation, then the Union may submit the matter to a neutral Mediator appointed by the Federal Mediation and Conciliation Service. If either party does not agree to mediation, the grievance process shall move to Step 4 – Arbitration. If the Union does not request mediation within seven (7) days of the Medical Center's Step 2 response, then the time period for Step 4 will begin.

The Mediator shall attempt to resolve any factual controversies and all questions of interpretation and application of any clause of this Agreement which may be relevant to the issue; however, the Mediator's decision shall not be final and binding upon the parties. The Mediator shall not have authority to add to, subtract from or change any provision of this Agreement in any way.

The cost of Mediation, if any, shall be shared equally by the Union and the Medical Center; except, however, each party shall bear the total cost of preparation and presentation of its own case, witnesses, and any reporter and transcripts not requested by the Mediator

STEP 4 -- Arbitration

If the grievance is not resolved at Step 4,³ within seven (7) days after (a) either party refuses to engage in Step 3 or (b) the Mediator has rendered a decision, the Union may then elect to submit the matter to binding arbitration. The arbitrator shall be selected from the following list of qualified arbitrators based on earliest availability, as determined by inquiries to the arbitrators to be made by the grieving party.

Boren Chertkov
Jerilou Cossack
Kathy Kelly
Andria Knapp
Gerald McKay
Luella Nelson
Barry Winograd

The arbitrator's decision shall be final and binding upon both parties. The arbitrator shall be empowered to determine all factual controversies and all questions of interpretation and application of any clause of this Agreement which may be relevant to the arbitration. The arbitrator shall not have authority to add to, subtract from or change any provision of this agreement in any way.

The expenses of the arbitration, including the arbitrator's fees, the cost of a reporter and transcript if requested by the arbitrator, and other expenses incidental to the arbitration shall be shared equally by the Union and the Medical Center; except, however, each party shall bear the total cost of preparation and presentation of its own case, witnesses, and any reporter and transcripts not requested by the arbitrator.

34.4 Medical Center Grievances: Medical Center grievances shall be submitted at the Step 2 level in writing on the appropriate form directly to the Union's Business Manager. If requested, a Union Representative and the Director of Human Resources or his/her designee shall meet in an effort to resolve the grievance within ten (10) days of the date of the written grievance. The Union shall provide an answer, in writing, within ten (10) days following the meeting, or within fifteen (15) days after the date of the Medical Center's grievance if no meeting is requested.

If the Union's Step 2 answer is not satisfactory, or if no answer is given within the specified time period, the matter shall be submitted to mediation and then, to arbitration by written request of the Medical Center in accordance with the time provisions set forth for a Union request for arbitration as specified in Steps 3 and 4 above, and subject to the provisions of Steps 3 and 4, above, and Section 34.5, below.

34.5 Grievances Concerning Strikes or Lockouts: If the Medical Center's or the Union's grievance concerns the interpretation or application of Article 35 (No Strike/No Lock-Out), the party claiming to be aggrieved may choose among mediation arbitration, NLRB proceedings or judicial proceedings, as it deems appropriate and proper, and may proceed immediately to Step 4, Arbitration, of the grievance procedure if that option is chosen.

ARTICLE 35: NO STRIKE/NO LOCK-OUT

35.1 General Provision: The parties realize that Shasta Regional Medical Center is different in their operations from other industries because of the nature of services rendered to the community. For this reason, during the term of this Agreement, there shall be no lockout of the unit employees covered by this Agreement, and the employees covered by this Agreement shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, boycott, or picketing at any of the Employer's premises, or other interruption of work or interference with the Employer's operations. Neither the employees, the Union or any of its officers, agents or representatives shall authorize, assist, encourage, condone, or lend support to, or in any way participate in any such activities.

35.2 Jurisdictional Disputes: Any and all jurisdictional disputes involving one or more of the employees who are covered by this Agreement, shall be submitted to the National Labor Relations Board for resolution pursuant to the procedures established by the National Labor Relations Act, including, when applicable, the provisions of Section 10(k) of the Act. There shall be no strike, work stoppage, slow down or any other interruption or interference of work pending resolution of any such jurisdictional dispute.

ARTICLE 36: SEVERABILITY

If any provision of this Agreement or any application thereof is held by an agency or a court of competent jurisdiction to be contrary to law, then such provision or application of this Agreement shall be deemed invalid to the extent required by such agency or court decision. All other provisions of the Agreement shall continue in full force and effect. In case of such determination of invalidity of a contract provisions, the parties agree to enter into negotiations for the exclusive purpose of arriving at a mutually acceptable replacement for the provision of this Agreement determined to be contrary to law.

ARTICLE 37: WAIVER

37.1 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent. Further, any past practices or procedures not covered by this Agreement shall not be binding on either party nor become a part of this Agreement unless changed by mutual agreement. It is understood by the parties that supervisors do not have the authority to create practices or procedures by their actions except where such authority has been specifically delegated in writing by the Employer's Chief Executive Officer.

37.2 It is acknowledged and agreed that during the course of negotiations preceding the execution of this Agreement, matters and issues of interest to the Union, the employees and the Employer pertaining to wages, hours and conditions of employment, have been fully considered and negotiated; that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to wages, hours and conditions of employment and; that the understanding and agreements arrived at by the parties in the course of negotiations are set forth in this Agreement.

37.3 The Union, the employees, and the Employer agree that during the term of this Agreement, the employees shall be covered exclusively by and limited to the terms and provisions of this Agreement and that neither the Employer nor the Union shall be obligated to negotiate with respect to any matters pertaining to wages, hours, or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement. This obligation to negotiate shall include the right to require one party to obtain information from the other pertaining to issues covered in negotiations.

37.4 No addition to, alteration, modification, practice or waiver of any term, provision, covenant or condition or restriction of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union.

ARTICLE 38: MERGERS

38.1 In the event of a sale or closure, the Union shall be notified in writing as soon as possible prior to such action. Upon such notice, the Union and the Employer will promptly meet to bargain the effects of such sale, closure, or cessation of operations. Such discussion may include, but not be limited to severance pay, employee retraining, rehire rights, continuation of benefits, etc. The Employer shall be responsible for all of the compensation and payments due and owing to employees or the Union at the time of sale or closure.

38.2 In the event of a partial cessation of operations or in the event the Employer elects to subcontract all or part of any operation currently performed by bargaining unit employees, the Union shall be notified in writing as soon as possible prior to such action. Upon such notice, the Union and the Employer will promptly meet to bargain the effects of such cessation of operations or subcontracting. Such discussion may include, but not be limited to severance pay, employee retraining, rehire rights, continuation of benefits, etc.

38.3 The Employer agrees to meet and confer regarding the effects of any proposed permanent relocation, transfer or reassignment of operations outside of current facilities.

ARTICLE 39: TERM OF AGREEMENT


This Agreement shall be effective upon ratification and shall remain in effect until November 30, 2008. This Agreement shall be automatically extended or renewed from year-to-year thereafter unless either party serves notice in writing on the other party no later than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration date of this Agreement. If a new Agreement is not reached prior to the expiration date or any anniversary date thereafter, the parties may, by mutual consent, extend the existing Agreement for a specified period of time.

Economic increases and the obligation to arbitrate under this Agreement will become effective upon ratification. As a result, the Employer will not be obligated to arbitrate any grievance or matter based upon or arising from events or acts of the Employer occurring prior to ratification date of this Agreement.


Executed at Redding, California this 23rd day of February

SHASTA REGIONAL MEDICAL
CENTER

UNITED PUBLIC EMPLOYEES
OF CALIFORNIA, LOCAL 792,
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA



C.H.R.O.



Steve Allen - Business Agent

APPENDIX "A"

UNION STEWARD REPRESENTED DEPARTMENTS

There shall be two (2) employee stewards for each of the following hospital unit groups.

GROUP 1 INTENSIVE CARE
CCU/PCU/CATH LAB/CVICU

GROUP 2 SURGICAL/NEUROLOGY
MEDICAL/ONCOLOGY
ORTHOPEDICS

GROUP 3 EMERGENCY SERVICES
OPERATING RN's/RECOVERY

GROUP 4 RADIOLOGY/NUCLEAR MEDICINE/CARDIAC REHAB

APPENDIX "B"

COST CENTERS

Used for the Definition of Seniority Under Article 14.2

| <u>CODE</u> | <u>DEPT</u> |
|-------------|------------------|
| 6015 | CICU/CCU |
| 6030 | PCU |
| 6081 | Oncology |
| 6084 | Orthopedics |
| 6085 | Medical |
| 6086 | Surgical |
| 6087 | Neuro |
| 7021 | Surgery |
| 7060 | Lab |
| 7110 | EKG |
| 7111 | Cath Lab |
| 7130 | EEG |
| 7140 | Radiology* |
| 7143 | Vascular Lab |
| 7145 | CT Scan |
| 7146 | Ultrasound |
| 7147 | Endoscopy |
| 7152 | Angiography* |
| 7160 | Nuclear Medicine |
| 7170 | Pharmacy |
| 7180 | Respiratory |
| 7200 | Physical Therapy |
| 7228 | Orthotics |
| 7230 | ER |

Seniority accrual shall be combined under both the Radiology Cost Center 7140 and the Angiography Cost Center 7152.

APPENDIX "C"

LVN/TECH DEPARTMENTS

As Defined for the Purpose of Layoffs

1. Perioperative Services:
OR/ PAS/Recovery/CVOR
2. Medical/Surgical Services:
Med/Surg/Neuro/Oncology/Orthopedics/PCU/CICU
3. Cardiovascular Services
Cath Lab/EKG/Vascular Lab
4. Emergency Services
ER/Endoscopy
5. Imaging Services
CT Scan/NuclearMedicine/Ultrasound/ Radiology/Angiography/MOB
6. Respiratory Therapy/EEG Services
7. Physical Therapy
8. Orthotics

APPENDIX "D"

WAGES

