

AGREEMENT

between

OROVILLE HOSPITAL

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC
("UNITED STEELWORKERS" OR "USW")**



on behalf of the

**BUSINESS OFFICE UNIT
USW Healthcare Local 9600**

Effective September 22, 2022 through September 21, 2025

TABLE OF CONTENTS

ARTICLE	PAGE
I..... AGREEMENT.....	1
II..... PURPOSE AND INTENT	1
III..... RECOGNITION AND SCOPE.....	1
IV..... MANAGEMENT RIGHTS.....	2
V..... NONDISCRIMINATION	3
VI..... UNION MEMBERSHIP AND CHECKOFF	4
VII UNION BUSINESS	5
VIII GRIEVANCES AND ARBITRATION.....	7
IX..... SUSPENSION AND DISCHARGE.....	10
X..... RATES OF PAY AND CLASSIFICATIONS.....	10
XI..... HOURS OF WORK AND OVERTIME	13
XII..... SICK LEAVE.....	16
XIII HOLIDAYS	16
XIV VACATION	18
XV SENIORITY	20
XVI LEAVES OF ABSENCE.....	23
XVII... BULLETIN BOARDS.....	25
XVIII... HEALTH AND SAFETY.....	25
XIX GROUP INSURANCE PLAN.....	26
XX..... RETIREMENT PLAN	27

TABLE OF CONTENTS (Continued)

ARTICLE	PAGE
XXI OTHER BENEFITS.....	28
XXII MISCELLANEOUS PROVISIONS	28
XXIII ... PROHIBITIONS OF STRIKES AND LOCKOUTS	31
XXIV ... SAVINGS CLAUSE.....	32
XXV SUCCESSORSHIP	32
XXVI... TERMINATION DATE AND NOTICE.....	32
XXVII.. SIGNATURES.....	33
APPENDICES	
APPENDIX A - GROUP INSURANCE PLAN PREMIUMS	34
APPENDIX B - STANDARD WAGE RATE RANGES - 2022	35
APPENDIX C - STANDARD WAGE RATE RANGES - 2023.....	37
APPENDIX D - STANDARD WAGE RATE RANGES - 2024	39

AGREEMENT

This Agreement effective September 22, 2022 by and between Oroville Hospital (the "Hospital" or "Employer") and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union or its successor (the "Union" or "USW"), for itself and on behalf of employees in the Business Office Bargaining Unit as set forth in Article II - Recognition and Scope - of this Agreement.

Except as otherwise mutually agreed to by the parties, the provisions of this Agreement shall be effective September 22, 2022.

ARTICLE I PURPOSE AND INTENT

It is the purpose and intent of the parties to set forth certain agreements pertaining to terms and conditions of employment to be observed between the parties; to improve and promote the efficient functioning of the Hospital; to provide quality patient care; to provide procedures for the prompt and equitable adjustment of grievances; and to maintain good relations between the Employer and the employees.

ARTICLE II RECOGNITION AND SCOPE

Section 1. Recognition

The Employer recognizes the Union as the exclusive representative of the employees in the Business Office Bargaining Unit of all regular full-time and regular part-time and per diem business office clerical employees in NLRB Case No. 20-RC- 17882, dated August 22, 2003, including billing clerks, cashiers, lead cashier, credit and collection clerks, customer service representatives, file clerks, patient accounting clerks and lead patient accounting clerks employed by the Employer at its 2009 Challenger Way, Oroville, California facility and its patient financial counselors employed by the Employer at its 2767 Olive Highway, Oroville, California facility; excluding all other employees, managers, guards and supervisors as defined in the Act.

Section 2. Employment Classifications

- A. **Regular Full-Time** - Employees who are regularly scheduled to work eighty (80) hours in each two-week pay period.

- B. **Regular Part-Time** - Employees who are regularly scheduled to work less than eighty (80) hours in each two-week pay period, but at least forty (40) hours per two-week pay period.
- C. **Per Diem** - Employees who are scheduled to work less than forty (40) hours per two-week pay period. Per Diem employees are "on call" and are not assigned to a regularly scheduled number of hours each week.

Section 3. Bargaining Unit Work

Person not included in the bargaining unit shall not normally perform duties performed by the bargaining unit employees, except for training and in emergency situations as determined in the discretion of the Employer.

Section 4. Contracting Out

- A. Should the Employer decide to permanently contract out work currently performed by bargaining unit employees, the Employer shall first give the Union a 30-day written notice. The Employer agrees to meet and confer within the 30-day notice period regarding the decision and the effects on the employees. The Employer shall consider alternatives proposed by the Union.
- B. In situations where the Employer uses an outside contracting service to perform the same type of work performed by bargaining unit employees, the Employer agrees to use every effort to first utilize bargaining unit employees before using employees of an outside contract service.

Section 5. Informal Hospital Practices

It is not the intent of the Employer to change or eliminate informal hospital practices or hospital policies within individual units or departments. Should it become necessary to change or eliminate a particular practice, the Employer agrees to meet and confer with Union regarding the reason for such change or elimination.

ARTICLE III MANAGEMENT RIGHTS

It is expressly agreed that all rights that ordinarily vest in and are exercised by the Employer, except as modified or relinquished herein by the Employer, are reserved to and shall continue to vest in the Employer. This shall include the right to: manage the business and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for just cause; the right to transfer employees from

one department and/or classification to another within the bargaining unit based on the needs of the Employer; layoff or relieve employees from work because of a lack of work or for other legitimate reasons based upon the needs of the Employer; promote employees to positions and classifications not covered by this Agreement; make such operating changes as are deemed necessary by the Employer for the efficient and economical operation of the business of the Employer; the right of the Employer to assign duties and tasks; maintain discipline and efficiency; determine the type of machines and/or equipment to be used or furnished by the Employer, the location of work assignments, the schedule(s) of work assignments within work periods and the methods and means to conduct the business of the Employer; the right of the Employer to establish, eliminate, combine jobs and classifications; the right of the Employer to evaluate all employees covered by this Agreement. Nothing in this Management Rights Clause is intended to or shall be construed to be inconsistent with or limit or modify the rights and obligations set forth in this Agreement.

ARTICLE IV NONDISCRIMINATION

Section 1. Nondiscrimination

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, veteran status, union membership, sexual orientation or sexual preference, sex, gender identity or gender expression or age. The representatives of the Union and the Employer in all steps of the complaint and grievance procedure and in all dealings between the parties shall comply with this provision. It is also the continuing policy of the Employer and the Union that all employees shall be provided a workplace free of prohibited harassment. There shall be no retaliation against an employee who complains of such discrimination, or who is a witness to such discrimination.

Section 2. Civil Rights Violation Investigation

The Employer agrees to review and investigate complaints involving Civil Rights violations that are presented to the Employer by an employee or by the Union's Civil Rights Committee.

Section 3. Disruptive Behavior Investigation

The Employer agrees to review and investigate complaints involving disruptive behavior that are presented to the Employer by an employee or the Union.

Section 4. Binding Arbitration

The Employer and the Union agree that all claims of discrimination, harassment, wrongful termination and retaliation arising in connection with Article IV, Section 1, "Nondiscrimination" and Section 2, "Civil Rights Investigation" and Section 3, "Disruptive Behavior Investigation" shall be subject to binding arbitration under the grievance/arbitration provisions of this Agreement.

ARTICLE V UNION MEMBERSHIP AND CHECKOFF

- A. The Employer recognizes and will not interfere with the rights of its employees within the bargaining unit to be members of the Union according to their own free will and choice. Both parties agree that the employees shall be equally free to become or not to become members of the Union, and that there shall be no discrimination, interference, restraint or coercion by either party or by any agent or representative of either party against any employee because of the employee's membership or non-membership in the Union.
- B. Any employee who becomes a member of the Union shall maintain membership for the term of the Agreement.
- C. The Employer and Union agree that no employee or representative of either party shall engage in any Union or Anti-Union activity on or adjacent to the Hospital premises in any manner which shall interfere with the proper performance of any one or more employees work of the Employer or the duties of their employment, except as expressly provided in this Agreement.
- D. Upon receiving written authorization from an employee employed at the Hospital, the Employer agrees to deduct from such employee's salary the periodic dues, including where applicable, initiation fees and assessments each in amounts as designated by the USW International Secretary-Treasurer, and to continue thereafter such deduction of the periodic dues, until termination of this Agreement, or until the employee requests, in writing, that the deduction be cancelled. The Union holds the Employer harmless of liability by reason of the inability of the Employer to deduct such dues for any reason. The Employer agrees to remit the dues deducted in any one pay-period to the Secretary-Treasurer United Steelworkers, P.O. Box 644485, Pittsburgh, PA 15264-4485, no later than the 5th day of the following pay period.
- E. At the time of employment, a copy of this Agreement shall be given by the Employer to the employee. The Employer shall also give to each employee at the time of employment, the current USW Membership Application and the Employee's form authorizing voluntary payroll deduction of the periodic dues.

F. On or before the tenth (10th) day of each month, the Hospital shall send to the Local Union President, a list of employees hired or terminated during the preceding month. The list shall include the employee's name, address, telephone number, job title, status, rate of pay, and employee number. On or before January 1st of each year, the Employer shall send to the Local Union President, a list of all employees in the USW represented bargaining units, with job classification, status, rate of pay, employee number, address, and telephone number for each such bargaining unit employee.

ARTICLE VI UNION BUSINESS

Section 1. Union Representation

An authorized Union Representative will be permitted to enter upon Hospital premises for the purpose of contract administration provided such representatives will give prior notice to the Human Resource Director or their designee and provided such Representative shall meet with employees only in non-work areas during non-work time. The Union Representative will notify the HR Director or their designee at least 30 minutes prior to entering the hospital campus by telephone, text message, or email and indicate location and purpose. Access to the premises during all working hours for the above-stated reasons shall not be unreasonably denied.

Section 2. Grievance Processing

A Union Grievance Committee member shall be permitted to have up to one (1) hour of time off without loss of wages and benefits, which can be extended by the Employer, while meeting with the Employer during Step one (1), two (2), and/or three (3) of the Grievance Procedure as provided for in Article VII Section 3 of this Agreement. Requests for such time off shall be made in advance to the Director of Human Resources or their designee, with notification to the employee's supervisor. Prior notification to the Director of Human Resources is required to receive payment of wages and benefits.

Section 3. Time Off for Negotiation Committee

Unpaid time off shall be granted to Union negotiating committee members for attendance at negotiation sessions.

Section 4. Unpaid Union Leave of Absence

Employees with at least twelve (12) months of continuous service, who are elected or appointed to a position with the International Union or local Union, shall be granted a leave of absence for up to one (1) year for the purpose of accepting such position. Such leave of absence shall be extended for up to an additional one (1) year upon a written request by the International Union or Local Union. Seniority shall not accrue beyond the first 30 days of such leave and/or extension. An employee returning to work during or at the end of such leave of absence shall be returned to the same position the employee had prior to going on such leave, provided such position is still available. If the position is not available, the employee shall be placed in another available position for which the employee is qualified. Should no other position be available, the employee shall be subject to termination. The employee shall be required to meet current qualifications for any position that they may assume. These qualifications shall include required licensure, certification or registration. If these qualifications are different than when the employee went on leave, the employee shall be given reasonable time to acquire proper qualifications.

Section 5. Union Use of Premises

The Union may be permitted to have reasonable use of Hospital facilities during off duty hours for Union meetings, if said facilities are available and upon approval of an advance request submitted to the Chief Operating Officer or their designee.

Section 6. Orientation

The Union shall be allowed up to one-half hour unpaid time to meet with newly hired USW bargaining unit employees thirty (30) minutes prior to the start of the Employer's orientation of such bargaining unit employees. In January of each year, the Employer will email the Local Union President the orientation dates for the calendar year. The Employer will email the Local Union President when orientation sessions are cancelled or added.

Section 7. Union Leave

The Employer will grant permission for a Steward or Local Union Officers to be absent from work for attending conferences, educational seminars, conventions and other requested short term leaves of absence of one week or less. Such absence shall be unpaid and leave shall only be granted upon reasonable notice and the operational needs of the hospital. If the work schedule has already been posted, it is the responsibility of the employee to get coverage at no additional cost to the employer. All the foregoing is contingent upon the manager's approval.

ARTICLE VII GRIEVANCES AND ARBITRATION

Section 1. Purpose

Should any differences arise between the Employer and the Union as to the interpretation or application of, or compliance with, the provisions of this Agreement between the Employer and the Union, prompt and earnest effort shall be made to settle them under the following provisions.

Section 2. Definitions

- A. Grievance shall mean a complaint by the Union, which involves the interpretation or application of, or compliance with, the provisions of this Agreement between the Employer and the Union.
- B. Day as used in this Article shall mean a calendar day, excluding Saturdays, Sundays and holidays.

Section 3. Grievance Procedure

Should an employee believe they ~~has~~ have a justifiable complaint or request under the terms of this Agreement, the complaint or request shall be handled in the following manner:

- A. **Step 1:** The employee shall discuss the complaint or request with their immediate supervisor. The employee may elect to have a member of the Grievance Committee present during this discussion should they desire. The supervisor shall, within seven (7) days of said discussion, advise the employee and, where appropriate, the Grievance Committee member of their decision. Grievances shall be presented promptly and in no event later than ten (10) days after the employee or employees knew or should have reasonably known of the occurrence or non-occurrence of the incident which gave rise to the grievance.
- B. **Step 2:** If the matter has not been resolved by the employee and the employee's immediate supervisor in Step 1, it must be reduced to writing by the employee or the Union within seven (7) days and presented to the Department Director in order to be considered further. A meeting between the Department Director, the grievant and a member of the Grievance Committee shall be held to discuss the grievance within five (5) days after it has been presented. Within seven (7) days after this meeting has been held, the Department Director shall advise the grievant and the Chair of the Grievance Committee, in writing, of his/her decision.

- C. **Step 3:** If the Department Director's decision is not acceptable to the Union, then the Union, within seven (7) days after receiving the answer in Step 2, shall appeal the decision to the Chief Executive Officer. A meeting between the Chief Executive Officer, the Representative of the International Union, the grievant and the Chair of the Grievance Committee shall be held to discuss the grievance within seven (7) days after it had been appealed to the Chief Executive Officer. Within seven (7) days after this meeting has been held, the Chief Executive Officer shall advise the Representative of the International Union, the grievant and the Grievance Committee Chair of his/her decision in writing. The decision shall contain a brief summary of the proceedings and the statement of the position of the Chief Executive Officer.

Section 4. Group Grievances

Grievances, which allege a violation directly affecting a group of employees, may be initiated by the Union at the Step 2 level of the grievance procedure outlined in this Article.

Section 5. Statement of Grievance

A grievance submitted in writing shall contain a statement of the grievance, the issue involved, the relief sought, the date the violation allegedly took place, and the Article and/or Sections of this Agreement involved.

Section 6. General Provisions

The settlement or withdrawal of a grievance prior to arbitration shall be without precedent or prejudice to either party's position.

A. If the time limits specified in Section 3 above for:

1. Meetings between the parties are not met, the grievance shall be denied as of the last day within the time limit for such meeting and the Union shall have the right to move the grievance to the next step;
2. The Union to act are not met, the grievance shall be considered withdrawn; or
3. The Employer to act are not met then the union shall have the right to appeal the grievance to the next step.
4. The time limits set forth in this Article shall be binding on the parties unless extended by mutual agreement.

Section 7. Arbitration

- A. In the event a grievance remains unsettled under the foregoing procedures, the Representative of the International Union may, by written notice to the Vice President for Human Resources within seven (7) days of receipt of the latter's decision; appeal the matter to arbitration.
- B. The Arbitrator shall be selected by mutual agreement of the parties.
- C. In the event the parties are unable to agree on an arbitrator within seven (7) days of the exchange of list, it is agreed that the parties acting jointly shall request the Federal Mediation and Conciliation Service (FMCS) to provide to the parties a panel of seven (7) arbitrators in accordance with the rules and procedures of the Service. Within seven (7) days following receipt of such panel, the parties shall make every effort to agree to one of the persons from the panel as the Arbitrator.
- D. Each party, commencing with the Union, shall alternately strike one (1) name from the list and the name of the person last appearing on the list shall be designated as the Arbitrator and this appointment shall be binding on both parties.
- E. The Arbitrator's compensation and expenses shall be shared equally by the parties.
- F. Except as provided for in Article VIII - Suspension and Discharge, the Arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.
- G. The decision of the Arbitrator shall be final and binding on both parties to this Agreement and the grievant. It shall be rendered in writing within sixty (60) days of the last hearing or submission of facts as provided herein.

Section 8. Just Cause

No employee shall be issued a warning, suspension without pay, transfer, demotion, or discharge without just cause. The Employer agrees to apply the concept of progressive discipline, except for offenses which endanger the safety of employees or patients or the Hospital and its equipment, including use and/ or distribution on Employer property of drugs, narcotics and/ or alcoholic beverages; possession of firearms or weapons on Employer property; destruction of Employer property; threatening bodily harm to, and/ or striking another employee; gross insubordination and gross neglect of duty; or theft. All matters of suspension and discharge shall be subject to the provisions of Article VIII - Suspensions and Discharge.

**ARTICLE VIII
SUSPENSION AND DISCHARGE**

Section 1. Suspension and Discharge

- A. The Employer shall give email notice of its intent to suspend or discharge to the affected employee and the Local Union President.
- B. Suspension and Discharge grievances shall be filed at Step 2 of the grievance and arbitration procedure. At the Step 2 meeting the Employer shall provide a written statement fully detailing all of the facts and circumstances supporting its proposed disciplinary action.

Section 2. Authority of the Arbitrator

Should the arbitrator determine that an employee has been suspended or discharged without just cause, the arbitrator shall have the authority to modify the discipline and fashion a remedy warranted by the facts.

**ARTICLE IX
RATES OF PAY AND CLASSIFICATIONS**

Section 1. Standard Wage Rate Ranges

The standard wage rate ranges and corresponding job grades for all bargaining unit jobs mutually agreed to by the parties and the effective dates thereof shall be set forth in Appendices B, C, D and E of this Agreement. The wage rate ranges and corresponding job grades set forth in Appendices B, C, D and E of this Agreement shall remain in effect during the term of this Agreement. Wage rate ranges and corresponding job grades shall not be changed except in accordance with the provisions of this Agreement. The Job Grade Matrix mutually agreed to by the parties shall be a part of this Agreement by reference.

Section 2. Application of the Standard Wage Rate Ranges

- A. Newly hired employees with relevant previous experience may be given credit for prior experience on a basis of one (1) step for every three (3) years of experience; provided however, no newly hired employee shall be hired at a step within the standard wage rate range that is greater than step 11.
- B. Effective the first day of the pay period following ratification, all current employees shall be placed on the corresponding step of the new Standard Wage Rate Ranges for their position (i.e. Step 5 to new Step 5).

NOTE: One (1) pay grade is equal to 0.50% adjustment.

- C. If it becomes necessary during the term of the Agreement to increase the standard wage rate range and corresponding job grade for a position because of area market trends for such position, the parties shall meet and discuss the need for such increase, guided by available regional market data. The parties shall make every effort to reach agreement on the new standard wage rate range and corresponding job grade on the Job Grade Matrix. The designated Union and Employer Representative shall jointly arrange such meet and discuss session. The provisions of this Subsection C shall not be subject to the Grievance and Arbitration provisions of this Agreement.
- D. A full-time employee shall advance on their evaluation date to the next higher step in the wage rate range for their job until the maximum step of the range is reached.
- E. If an employee's current rate of pay exceeds the maximum step of the standard wage rate, their rate of pay will be frozen until such maximum step meets or exceeds their frozen rate.
- F. Part-time and per-diem employees must work 2,080 hours in order to receive a step increase in the standard wage rate range.
- G. Step increases that are effective during the first week of a pay period will be effective on the first day of the pay period. Step increases that are effective during the second week of a pay period will be effective on the first day of the following pay period.
- B. An employee's performance rating shall not be used in determining entitlement to the annual wage rate step increase or general (across-the-board) increases.
- I. All new hired full-time and regular part-time employees establish an anniversary date on their first day of work. The anniversary date for such employees shall be the same as their hire date, subject to the provisions of Subsection T below, and shall be used to determine eligibility for benefits, which are related to length of service.
- J. Per Diem employees establish an anniversary date upon achieving part-time or full-time status.
- K. Promotional and/or reclassification increases shall become effective on the first day of the pay period following the date of the promotion or reclassification. Such increase shall be to the next higher wage rate of the new or reclassified job, which is higher than the employee's former rate of pay, except that such employee shall not receive a rate of pay greater than the maximum rate for the classification to which promoted or reclassified.
- L. An employee promoted to a higher classification shall have their evaluation date adjusted to the date of such promotion.

- M. The evaluation date for an employee who is demoted shall remain the same for pay increases.
- N. An employee who has a job title change and whose pay rate remains the same shall maintain the same evaluation date for pay increases.
- O. Employees who relieve a supervisor working in a higher classification on a temporary basis shall receive five percent (5%) above their regular base rate of pay. Compensation for relief in a higher classification shall commence on the first (1st) day of such relief in a higher classification.
- P. Employees, performing work on a job of a lower job grade on a temporary basis at the request or direction of the Employer, shall receive the applicable wage rate they would have received if they had not been temporarily assigned to the lower job grade.
- Q. Regular full-time and part-time employees who change to Per Diem status shall retain their respective tenure step position for wage purposes.
- R. Employees regularly scheduled to work six (6) twelve-hour shifts in a pay period shall be considered full-time (eighty hour) employees for all pay and benefit purposes.
- S. Effective on the first day of the pay period following the first anniversary date of the ratification of the agreement, all bargaining unit employees shall receive a 2.00% general (across-the-board) wage increase. Effective on the first day of the pay period following the second anniversary date of ratification of the Agreement, all bargaining unit employees shall receive a 2.00% general (across-the-board) wage increase. The Standard Wage Rate Ranges shall be adjusted to reflect such increase.
- T. Employees, who are off from work for over thirty (30) days due to an approved leave of absence, shall have their anniversary and evaluation date adjusted by the number of days of such approved leave, which are in excess of thirty (30) days.
- U. Regular Full-time and part-time employees who decline insurance coverage shall be paid the base hourly rate plus seven percent (7%). This modified rate shall be the regular base rate for such employees.
- V. Per Diem employees shall be paid the base hourly rate plus thirteen percent (15%) in lieu of all fringe benefits. This modified rate shall be the Per Diem regular base rate. Per Diem employees receive shift differential and weekend differential where applicable.

Section 3. Job Descriptions and Classifications

- A. The job description, job grade and standard wage rate range for each job in effect as of the effective date of this Agreement shall continue in effect unless the Employer changes the job content (i.e., requirements of the job as to training, skill, responsibility, and working conditions).
- B. When the Employer establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, and working conditions) of an existing job, a new job description for the new or changed job, including assigned job grade and standard wage rate range shall be submitted to the Union for review and discussion to determine the accuracy of the job description. This provision shall not be subject to the Grievance and Arbitration provisions of this Agreement.
- C. The Employer agrees not to decrease the job grade and standard wage rate range of any bargaining unit job during the term of this Agreement.
- D. If the Employer changes the qualifications of a job, incumbent employees shall be grandfathered under the qualifications in place when the employee started working the job. Such employees shall be given sufficient time to obtain the new qualifications.

ARTICLE X HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

- A. The workweek shall commence on Sunday at midnight and conclude on the following Sunday at 11:59 p.m.
- B. The workweek shall be forty (40) hours per week scheduled from Monday through Friday, inclusive.
- C. The workday begins at midnight each day and concludes at 11:59 p.m. that same day.
- D. The pay period shall be fourteen (14) days beginning on Sunday at midnight and ending on the second Sunday at 11:59 p.m.

Section 2. Alternative Work Schedules

The Employer and the Union may adopt regularly scheduled alternative schedules consisting of four (4) 10-hour shifts. The need to implement such alternative work schedules shall be determined by management and shall be implemented after a two-third (2/3) majority vote by the affected employees. The Employer shall make a reasonable effort to find a work schedule not to exceed eight (8) hours in a workday, in order to accommodate any affected employee who was eligible to vote in accordance with this Section, and who is unable to work the alternative scheduled hours established herein. The Union may discontinue the alternative work schedules upon a two-thirds (2/3) majority vote of the affected employees in a unit, and upon giving a 90-day notice to the Employer. The Employer may discontinue such alternative work schedules upon giving a 30-day notice to the Union. Both parties agree to meet and confer about the issue upon request by the other party during the notice period.

Section 3. Work Scheduling

- A. The work schedule shall be posted no later than seven (7) days in advance for a four (4) week period. Reasonable effort shall be made to accommodate requests for specific schedules if they are submitted at least two (2) weeks prior to the posting of the work schedule.
- B. Employees shall be allowed a paid ten (10) minute rest period for each four (4) hour work period. Employees are not required to sign in or out during such rest periods.
- C. Mandatory meetings shall be considered time worked.
- D. Employees shall be allowed a thirty (30) minute uninterrupted unpaid lunch period within the first five (5) hours of the workday.

Section 4. Overtime

If an employee is required to work in excess of eight (8) hours in one day or in excess of forty (40) hours in a workweek, they shall be paid at one and one-half (1 ½) times their regular base rate of pay for all time worked in excess of eight (8) hours in one day or in excess of forty (40) hours in a workweek. Employees shall be paid double time at the employee's regular base rate for all time worked in excess of twelve (12) hours in one day. Payment for those hours shall not be duplicated.

Employees working four (4) ten-hour shifts in an alternative work schedule shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all work performed in any workday beyond the schedule established by the agreement up to

twelve (12) hours a day or beyond eighty (80) hours per pay period. All work performed in excess of twelve (12) hours per day and any work in excess of eight (8) on those days worked beyond the regularly scheduled number of workdays established by the alternative work schedule shall be paid at double the employee's regular rate of pay. Nothing in this section shall prohibit the Employer, at the request of the employee, to substitute one day of work for another day of work of the same length in the shift provided by the alternative work schedule on an occasional basis to meet the personal needs of the employee without payment of overtime.

Section 5. Shift Differential

- A. PM Shift - Employees who work continuously for four (4) hours or more beyond 2:30 p.m. on their regularly scheduled shift shall receive a PM Shift differential of \$1.00 extra for each hour worked during the shift beyond 2:30 p.m.
- B. The Employer agrees not to implement a Night Shift during the term of the Agreement.

Section 6. Weekend Differential

A weekend differential of one dollar (\$1.00) per hour shall be paid for each hour worked between 11:00 p.m. on Friday to 11:00 p.m. on Sunday if employee is not compensated at an overtime rate.

Section 7. Minimum Pay

If an employee is scheduled to work, and is then sent home for lack of work, the employee shall be paid for half of the employee's regularly scheduled day's work, but in no event shall the employee be paid for less than two (2) hours pay nor more than four (4) hours or the employee shall be paid for the actual hours worked, whichever is greater.

Section 8. Census List

Upon request, the Employer will provide the Union a census list of all the employees that are represented by the Union.

**ARTICLE XI
SICK LEAVE**

- A. Regular Full-time employees shall earn sick leave at the rate of eight (8) hours per month of employment from date of hire and may not be used during the first ninety (90) days of employment. Regular Part-time employees earn sick leave as do full-time employees, but on a pro-rata basis according to hours worked as compared to full-time employees.
- B. Sick leave shall be fully paid time, but shall be coordinated with Worker's Compensation and State Disability Insurance.
- C. Unused sick leave shall accumulate from year to year to a maximum of three hundred twenty (320) hours. Employees who have a sick leave balance in excess of three hundred twenty (320) hours shall no longer accrue sick hours until their balance falls below three hundred twenty (320) hours. At that time, they will start to accrue hours up to the maximum accrual level.
- D. Employees may use up to one half of their annual sick leave accrual to attend to the illness of a child, parent, spouse or domestic partner. Employees may also use earned sick leave, in hourly increments, for medical or dental appointments.
- E. Employees are required to submit a doctor's release before returning to work for all illnesses of more than three (3) consecutive work days. A department manager or supervisor may request an employee bring in a doctor's release at any time, if in their judgment it is justified under the circumstances.
- F. Sick leave shall not be converted to cash upon termination of employment.
- G. An employee shall retain all accumulated sick leave during a period of layoff as provided for in Article XIV - Seniority.

**ARTICLE XII
HOLIDAYS**

Section 1. Paid Holidays

- A. The Employer observes the following paid holidays each year:
 - 1. New Year's Day
 - 2. Easter Sunday
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day
 - 6. Thanksgiving Day
 - 7. Christmas Day

- B. In addition to the above holidays, all bargaining unit employees shall receive two (2) paid floating holiday of the individual's choice, effective January 1, 2019.
- C. New employees who complete ninety (90) days of employment shall receive paid time off for holidays occurring thereafter.
- D. For employees working the night shift, the holiday shall be the shift on which the majority of hours are worked.
- E. For the purpose of computing overtime in a work period, which includes a holiday, the holiday shall not be considered as time worked if in fact the employee did not work the holiday.
- F. The Employer shall make reasonable accommodations for those employees whose religious faith makes it necessary to take time off from work to observe a religious event. The employee may use their personal holiday time or vacation time.

Section 2. Holidays Worked

Employees required to work New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid time and one-half (1 1/2) times the employee's regular base rate of pay for the actual hours worked on the holiday plus, at the employee's option, either holiday pay of eight (8) hours at their base rate of pay or, at the employee's option, they shall receive another day off with holiday pay at the employee's regular base rate of pay within the same pay period. Floating holidays shall be paid at the employee's regular straight time base rate of pay.

Section 3. Holiday Scheduling

To facilitate holiday scheduling, the employee must request the holiday desired at least (30) days prior to the holiday. If the number of employees requesting a particular holiday exceeds the number of employees that can be permitted off work, then the seniority provisions of this Agreement shall apply. Holidays do not accumulate from year to year. When a holiday, listed in Section 1A above, occurs during an employee's vacation, the employee shall be paid the unworked holiday in addition to their vacation pay. When an employee requests a holiday, the Employer's response shall be given within fourteen (14) calendar days from the date of the submission of the request. Floating holidays must be taken before any vacation time. Holiday scheduling for nursing areas in conjunction with vacations shall follow current nursing practices.

Section 4. Part-Time Employees

Holiday pay for part-time employees shall be prorated based on the employee’s status in the payroll system, (i.e., a 72-hour employee is eligible for 7.2 hours holiday pay a 64-hour employee is eligible for 6.4 hours of holiday pay, and a 48-hour employee eligible for 4.8 hours holiday pay.)

**ARTICLE XIII
VACATION**

Section 1. Eligibility and Length of Vacation

- A. Each employee who has attained one (1) year of continuous benefited service shall be eligible for a paid vacation.
- B. An eligible employee who has attained the years of continuous benefited service indicated in the following table in any calendar year shall accrue vacation corresponding to such years of continuous benefited *service* as follows:

Continuous Service	Amount of Vacation
Less than 1 year	None
1 year but less than 4 years	80 hours paid vacation
4 years but less than 8 years	120 hours paid vacation
8 years but less than 15 years	160 hours paid vacation
15 years but less than 20 years	200 hours paid vacation
20 years or more	240 hours paid vacation

- C. Employees accruing two-hundred forty (240) hours vacation, at the time of this agreement, shall continue to accrue at that level. Employees accruing two-hundred (200) hours vacation, at the time of this agreement, shall continue to accrue at that level. All other employees will continue to accrue at their current accrual levels until their years of continuous service move them into the vacation schedule in Subsection B above.
- D. Paid vacation for eligible part-time employees is earned on the same basis as shown above, but is prorated according to regular hours worked.
- E. Vacation benefits are accrued on a per-pay-period basis. The rate of the accrual is tied to length of employment in a benefited status. The maximum balance which may be maintained by an individual is two (2) times the annual accrual rate. Once the maximum accrual is reached, no additional vacation shall be earned until the employees vacation balance falls below the maximum accrual amount.

F. Vacation Accrual

	Accrual Rate	Annual Full-Time 80 hrs/pp	Max Balance Full-Time 80 hrs/pp	Max Balance Part-Time 64-72 hrs/pp	Max Balance Part-Time 56-63 hrs/pp	Max Balance Part-Time 48-55 hrs/pp	Max Balance Part-Time 40-47 hrs/pp
After 1 Year of service	.03846/hr	80hrs	160 hrs	144 hrs	126 hrs	110 hrs	94 hrs
After 8 Years of service	.05769/hr	120 hrs	240 hrs	216 hrs	189 hrs	165 hrs	141 hrs
After 20 Year of service	.07692/hr	160 hrs	320 hrs	288 hrs	252 hrs	220 hrs	188 hrs
<hr/>							
Five (5) Weeks Accrual Level	.09615/hr	200 hrs	400 hrs	360 hrs	315 hrs	275 hrs	235 hrs
Six (6) Weeks Accrual Level	.11538/hr	240 hrs	480 hrs	432 hrs	378 hrs	330 hrs	282 hrs

G. In the event the Employer prevents an employee from taking an authorized scheduled vacation and this results in the employee exceeding the maximum accrual, the employee shall continue to earn vacation over the maximum accrual for up to six (6) months, at which time the excess vacation must be scheduled and used.

Section 2. Vacation Scheduling

A. Vacation requests for increments of one (1) week or more must be submitted in writing, on a form provided by the Employer, prior to January 31 of each year. The approved vacation schedule shall be posted by the last day of February each year and shall apply from March 1 through the last day of February of the following year. Should a conflict arise in vacation requests, the supervisor shall use seniority as the basis for granting vacation requests, provided such requests were submitted prior to January 31. Subsequent requests shall be granted on a first come first serve basis based on the needs of the hospital. The employer shall respond within five (5) days of the submission.

B. Vacations shall be scheduled within each department by classification. Vacation preferences shall be awarded by seniority. Employees who transfer to another department must reschedule their vacation, utilizing available open weeks.

- C. Once an employee's vacation is scheduled, the Employer shall not change such vacation, except in cases of operational needs.
- D. Employees are allowed to take their vacation one (1) day at a time with prior approval. Vacation may also be used in hourly increments for unscheduled events with prior approval from employee's manager or staffing office.

Effective January 1, 2015, employees must have vacation hours accrued in an amount equal to their request at the time they submit their vacation request.

- E. Employees may accumulate up to a maximum of two (2) times their annual vacation accrual.

Section 3. Vacation Pay

Vacation Pay shall be calculated at the employee's regular base rate of pay.

Section 4. Vacation Cash Out and Hardship Distribution

- A. An employee may be paid for vacation accruals in excess of 80 hours in lieu of time off to address a hardship need. This request must be in writing addressed to the Department Managers, which will then be sent to the Director of Human Resources for review. Final approval is subject to Hospital Administration.

After approved, the request is attached to the employee's timecard. The vacation is then paid along with their hours worked during that same pay period. No special or separate check is processed.

ARTICLE XIV SENIORITY

Section 1. Calculation of Seniority

Seniority for the purpose of this Article for the original charter group (i.e., employees on the effective date of the representation election) shall be calculated from date of first employment by the Hospital. For all subsequent employees who are included in the bargaining units, seniority shall be calculated from the date such employees enter the bargaining units. In addition:

- A. There shall be no deduction for any time lost which does not constitute a break in continuous service.

B. Continuous service shall be broken by:

1. Quit
2. Discharge
3. Absence due to non-occupational injury and illness which continues for more than one (1) year.
4. Absence due to occupational injury or illness shall not break seniority; provided, however, continuous service shall be broken if an employee does not return to work within two (2) scheduled workdays after being released by their physician to return to work.
5. Absence due to layoff which continues for more than one (1) year.

Section 2. Part-Time Employees

- A. A seniority list shall be maintained for regular Part-Time employees, which shall be administered separately from the seniority list for full-time employees.
- B. A Part-Time employee who becomes a regular full-time employee shall have a seniority date for the purpose of this Article determined by crediting the employee's years of service as a part-time employee by seventy-five percent (75%).

Section 3. Probationary Employees

New employees and those hired after a break in continuity of service shall be regarded as probationary employees for the first ninety (90) calendar days and shall receive no seniority credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the Employer. Such layoff or discharge shall not be subject to the grievance and arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, probationary employees shall receive full seniority credit from date of original hire.

Section 4. Posting of Job Openings

- A. When a vacancy develops in the bargaining unit, the Employer shall post notice of such vacancy for seven (7) calendar days.
- B. Employees in the bargaining unit who wish to apply for the vacancy may do so in writing by completing a Position Apply Form.
- C. Position Apply Forms must be returned to the Human Resources Department within the seven (7) calendar days posting period. The Employer shall, if in its judgment there are applicants qualified for the vacancy, fill such vacancy from among the

applicants in accordance with the necessary skills and qualifications (i.e., ability to perform the job, length of seniority and physical fitness).

- D. Upon request, the Union shall be notified of candidates who were awarded job vacancies.

Section 5. Reduction in Force and Recall from Layoff Procedures

In the event that the Employer determines that it is necessary to reduce the workforce in order to address its business and financial needs, employees affected by the reduction in force shall be subject to layoff as follows:

A. Order of Reduction in Force

1. Contract Labor.
2. Temporary Employees. (Temporary Employee as used in this Agreement is an employee hired to perform a special project not to exceed ninety (90) calendar days.)
3. Per Diem employees in seniority order shall be first subject to layoff within their respective classifications. Where two or more per diem employees in the affected classification have the same length of seniority, skills and qualifications shall be the determining factors in such layoff situation.
4. Regular Part-Time employees in seniority order shall next be subject to layoff within their respective classifications. Where two or more part-time employees in the affected classification have the same length of seniority, skills and qualifications shall be the determining factors in such layoff situation.
5. Regular full-time employees in seniority order shall next be subject to layoff within their respective classifications. Where two or more full-time employees in the affected classification have the same length of seniority, skills and qualifications shall be the determining factors in such layoff situation.

B. Procedures

1. An employee subject to layoff shall not be entitled to bump another employee in a different classification (department), regardless of seniority. For those employees who regularly work multiple departments, their home department shall be identified as that department where the employee worked a majority of their hours during the prior ninety (90) days.
2. The determination of skills and qualifications shall be in the sole discretion of the management of Oroville Hospital.
3. Regular Part-Time and/ or Regular Full-Time employees may be offered part time or per diem positions in lieu of layoff where the staffing needs of Oroville Hospital require such positions. In the event a Regular Part-Time or Full-Time employee refuses a part time or per diem position, that position shall be offered to the next

employee subject to layoff in seniority order within the classification. An employee who refuses a part-time or per diem position shall not have their application for unemployment insurance benefits challenged by Oroville Hospital.

4. Laid off employees shall have recall rights pursuant to the terms of Section (5) (C) of this Article.
5. The Employer shall provide two weeks pay in lieu of notice for full-time employees and one-week pay in lieu of notice for part-time employees. Per Diem employees shall be provided reasonable notice of layoff where possible.
6. At the time of layoff, affected employees shall receive payment for earned, accrued unused vacation time.
7. Employees laid off after the 15th of any month shall receive health care benefits through the following month only at no cost to the employee. Employees laid off before the 15th of any month shall receive health care benefits through the end of that month.

C. Recall from Layoff Procedure

When the Employer recalls employees from layoff the procedures set forth below shall be followed:

1. Employees shall be recalled to the hospital in reverse order of layoff, provided they are immediately qualified to perform the duties required of the job classification involved.
2. All employees who have recall rights to a job classification shall be recalled to that job classification prior to the posting of a vacancy on such job classification.

Section 6. Seniority Lists

The Employer shall provide seniority lists to the Union upon request, showing the relative continuous service of each employee in the bargaining unit. The Employer from time to time shall revise such list, as necessary, to keep it up-to-date. Errors, inaccuracies, or omissions in such lists shall in no way prejudice the seniority rights of individual employees.

ARTICLE XV LEAVES OF ABSENCE

Section 1. Personal Leave

- A. A personal leave without pay may be granted at the discretion of the Employer. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration

are not normally treated as leave, but rather as excused absences without pay. All vacation accruals must be used before a personal leave shall begin. Holidays are not earned during such leaves.

- B. Employees shall be responsible for assuming the costs normally paid by the Employer to continue health and dental insurance coverage during a personal leave. Arrangements for assuming these payments must be made with the Human Resource Department prior to the start of the leave.

Section 2. Bereavement Leave

Full-time employees shall be granted up to forty (40) paid hours to arrange for and attend a funeral of an immediate family member. Part-time employees shall be granted bereavement leave on a pro-rata basis. Per-Diem Employees scheduled to work on the day of the funeral will be allowed off of work, without pay, provided that management can accommodate request. Immediate family includes: mother, father, spouse, domestic partner, step parents, children, step and foster children, sister, brother, grandparents, grandchildren, legal guardian, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

Section 3. Jury Duty Leave

- A. Upon completion of the initial 90 days of employment regular Full time employees are eligible for Jury Duty pay for up to forty (40) hours in a calendar year. Part-time employees shall be granted jury duty leave on a pro-rata basis. The Employer shall pay the difference between the employee's straight time daily pay and the amount paid by the court (not including travel allowances). Reimbursement shall not be paid for attending Jury Duty on the employee's regularly scheduled days off, during vacations, holidays (unless you were scheduled to work the holiday), or during a Leave of Absence. If the employee is asked to report for Jury Duty but are not needed, the employee must call their supervisor to see if they should report to work.
- B. After completing Jury Duty, the employee must submit a written request to the Department Supervisor and attach proof of payment received from the clerk of the court to the employee's time card.
- C. If an employee is selected for Jury Duty, the employee must notify their Supervisor as soon as possible so timely arrangements can be made to cover employee's absence.
- D. Employees shall not suffer a loss in pay or benefits in the event they are required to appear in court in connection with the course and scope of their employment.

Section 4. Family Medical Leave

The Employer shall adhere to the provisions of the American's With Disabilities Act (ADA), Family Medical Leave Act (FMLA) and other related federal, state and local laws with regard to unpaid leaves of absence.

Section 5. Military Leave

The Employer shall provide military leave in accordance with state and federal law.

ARTICLE XVI BULLETIN BOARDS

The Employer shall provide one (1) bulletin board for each bargaining unit for the exclusive use by the Union to post notices. All notices shall be signed by an official of the Union, and shall only be used to notify employees of matters pertaining to general Union activities, Union meetings and social events.

ARTICLE XVII HEALTH AND SAFETY

Section 1. General

- A. The Employer recognizes the importance of maintaining working conditions that promote the safety and health of the employees. The Employer and the Union shall cooperate in the continuing objective to eliminate accidents and health hazards including the reporting of unsafe actions and unsafe conditions, by employees, to supervision. The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- B. It is understood by the parties that to achieve the above objective, it is necessary that employees use and take reasonable care of protective devices, wearing apparel and other safety equipment provided by the Employer.

Section 2. Employer and Union Health and Safety Committee & Investigations

The Employer agrees to review and investigate complaints involving health and safety matters that are presented in writing with details of the concerns to the Employer by the Union's Health and Safety Committee. The Employer agrees to follow up in writing/email to the Local Union President.

Section 2.

- A. Based on the Employee's status in the payroll system, the monthly employer contributions for Medical, Dental, Prescription and Vision benefits are contained in Appendix A of this Agreement.
- B. The Employer agrees to cover seventy-five (75%) percent of any premium increase for a full-time employee. For example, if the Employee Only monthly premium increases by seventeen (\$17.00) dollars, the Employer would pay an additional twelve dollars and seventy-five cents (\$12.75) per month and the employee would pay an additional four dollars and twenty-five cents (\$4.25) each month.

Section 3.

All deductions for employee and dependent coverage shall be paid on a pre-tax basis, unless the employee prefers to pay taxes on the premiums.

Section 4.

The Chief Operating Officer or their designee agrees to review and resolve delinquent and disputed medical, dental, prescription and vision claims that are presented to the Employer by bargaining unit employee or their designated Union representative, who is authorized by the employee, consistent with HIPAA requirements, to represent them.

Section 5.

The Employer agrees for the duration of this Agreement to continue in effect the following benefits: Group Life and Accidental Death & Dismemberment Insurance.

ARTICLE XIX RETIREMENT PLAN

Employees are eligible to participate in the Hospital sponsored retirement plan (OroHealth Corporation Retirement Plan) based on the established eligibility criteria as amended effective January 1, 2005. More specifically, the Employer plans on amending the hospital sponsored retirement plan to allow for a Tiered Allocation. This shall allow the Employer to distribute any allocation, on a pro-rata basis in each category as determined necessary by the Employer. Category as used in this Agreement shall be interpreted to mean employee group.

ARTICLE XX OTHER BENEFITS

The Employer agrees for the duration of this Agreement to continue in effect the following benefits. The Employer reserves the right to modify the benefit levels of Long-Term Disability Plan and the Pre-Paid Legal Plan at the time of renewal, if necessary, to provide the benefit at a reasonable price. The Employer agrees to meet and confer with the Union at least thirty (30) days in advance of its need to modify such benefit levels. Such meet and confer shall not be subject to the grievance and arbitration provision of this Agreement. These benefits are incorporated in this Agreement by reference.

1. Flexible Spending Account
2. Employee Discount
 - a. Employees without insurance coverage shall have to pay \$200.00 per person deductible before the twenty-percent (20%) discount shall apply.
 - b. Cafeteria Meals
 - c. Gift Shop discount applied equally to all Oroville Hospital employees.
- 3 Employee Assistance Program
4. 403(b) Plan Participation
5. Pre-paid Legal Plan
6. Membership at participating Credit Unions
7. Oroville Sports Club Membership at the Corporate Rate
8. Automatic Payroll Deposit
9. Payroll Deductions
 - a. Loans and or saving accounts to participating Banks and/or Credit Unions
 - b. Oroville Sports Club
 - c. Purchases over twenty-five (\$25.00) from the gift shop.
10. Employees shall be permitted to take time off **without pay** (up to 2 hours) during work hours to donate blood with prior managerial approval.

ARTICLE XXI MISCELLANEOUS PROVISIONS

Section 1. In-service Education

- A. In-service education classes shall be scheduled so as to be as convenient as possible for employees working on all shifts. If the Employer requires the attendance of employees at an in-service education class, then time spent by the employee shall be considered time worked.

- B. If the Employer requires the attendance of employees at a mandatory meeting on a day which the employee is not scheduled to work the employee will be paid a minimum of two (2) hours at their regular rate of pay for attendance at such meeting.

Section 2. Education

- A. Full-time and part-time employees (on a pro rata basis) may be granted paid time off each calendar year to attend job related classes and seminars in the sole discretion of the department manager.
- B. Employer may reimburse costs associated with job-related classes and seminars upon successful completion.

Section 3. Certified Continuing Education

- A. All employees required to maintain a certification may be provided continuing education leave.
- B. Full-time and part-time employees (on a pro rata basis) may be granted up to five (5) days paid time off per calendar year to participate in continuing education credit courses in the sole discretion of the department manager.
- C. The Employer may reimburse costs associated with continuing education upon successful completion.
- D. Certified Nurses Aides shall continue to be provided, at no cost to the employee, the continuing education units that are required to maintain their certification.
- E. The employee will get reimbursed for mileage at the appropriate IRS rate, when assigned duties that require the employee to perform duties away from the employee's work building and requires use of the employee's vehicle.

Section 4. Licensed Educational Leave

- A. A licensed employee shall request two (2) weeks in advance for paid Educational Leave up to forty (40) hours annually to participate in continuing education credit courses. Approval for such educational leave shall be in the sole discretion of the department manager.
- B. In-service training and other required educational class/program shall not be charged to an employee's educational leave and shall be scheduled to be as convenient as possible for employees working on all shifts.

Section 5. Professional Development

- A. Full-time and part-time licensed employees shall accrue at the rate of 1.4% of the employee's present rate of pay to a maximum of \$1,000 to use for professional development. Reimbursement shall be payable upon proof of successful completion of the program. Advance approval for such professional development shall be in the sole discretion of the department manager. Employee requests will be answered within fourteen (14) calendar days of request. Requests will not be unreasonably denied, provided there are budgeted monies available. Approved requests will be paid in thirty (30) calendar days.
- B. Unused funds may accumulate to a maximum of \$1,000. Professional development funds shall not be convertible to cash upon termination of employment.

Section 6. Verification of Licenses and/or Certification

All Oroville Hospital employees who are required by law to be licensed and/ or certified in the State of California must have a valid license and/ or certification prior to performing work in such a job classification. Such employees are also expected to obtain required renewals. An employee who does not maintain a proper license or registration shall not be allowed to work nor receive pay until a valid license is obtained.

Section 7. Uniforms

The Employer shall furnish each employee who is required to wear a special type of work clothes with a minimum of four (4) new uniforms upon employment and shall replace uniforms yearly, or more often as working conditions dictate.

Section 8. Patient Care Committee

The Employer agrees to review, investigate and respond to complaints involving Patient Care that are presented to the Employer by the Union's Patient Care Committee unless such complaints are determined to be frivolous.

Section 9. Identification Badges

California State law requires that hospital employees wear identification badges, which shall be provided by the Employer. The Employer agrees to replace employee identification badges at no cost to the employee if damaged or illegible. Employees shall be charged \$5.00 to replace lost identification badges. Name badges will display employee's first name and initial of their last name only when requested.

Section 10. Providing Quality Patient Care

If, in the employee's best professional judgment, a patient assignment compromises the safety and welfare of the patient and/or the employee, this assignment may be questioned. The question should be raised to the immediate supervisor and, if not brought to a satisfactory resolution, the appropriate chain of command should be utilized to the highest authority. If the employee is required to take the assignment, the employee shall fill out an "accept assignment against objection form."

Section 11. Cash Shortage and Breakage

There shall be no deductions from wages or any requirement of reimbursement from the Employer for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by dishonest, willful, or grossly negligent act.

Section 12. Re-Training Salary Reduction

Any employee who has completed the initial orientation into a new position who has been counseled, first verbally and then in writing, over a six (6) month period for documented performance problems, including customer service complaints, shall have their rate of pay reduced by five (5%) percent for a period of six (6) weeks during which time such employee will receive additional orientation, training and/or customer service training. After the six (6) week period and provided the employee has demonstrated satisfactory performance in the specific areas for which the employee was counseled, the employee will be placed back into the respective pay rate from which they were reduced. Upon request, the Employer agrees to provide documentation and proof of performance problems, including customer service problems, to the union.

ARTICLE XXII PROHIBITIONS OF STRIKES AND LOCKOUTS

The parties agreed that there shall be no lockouts, no strikes, including sympathy strikes, nor interruptions or impeding of work during the term of this Agreement. No officer or representative of the Employer or the Union shall authorize, instigate, aid or condone any such activity. No employee shall participate in any such activities.

**ARTICLE XXIII
SAVINGS CLAUSE**

Should state or federal law compel the cancellation or modification of any provision of this Agreement at any time during the term of the Agreement, it is agreed that such provision shall thereupon be inoperative and the remaining provisions of the Agreement shall continue to be valid and in full force and effect.

**ARTICLE XXIV
SUCCESSORSHIP**

This agreement shall be binding upon the parties hereto, their successors, Administrators, executors, and assigns to the extent required under the NLRA.

The Employer shall give notice of the existence of this Agreement to any purchasers, assignee, etc. Such notice shall be in writing with a copy to the Union no later than the effective date for the sale, lease, or assignment.

**ARTICLE XXV
TERMINATION DATE AND NOTICE**

The terms of this Agreement shall continue in full force and effect through ~~June~~ September 21, 2025. On or before (90) days prior to such termination date, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. During such ninety (90) day period, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the termination date of this Agreement, as provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

Any notice to be given under this Agreement shall be given by registered mail; and, if by the Employer, be addressed to the United Steelworkers (USW), 1820 Galindo Street, Concord, CA 94520 and if by the Union, to Oroville Hospital, 2767 Olive Highway, Oroville, CA 95966. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

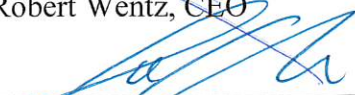
IN WITNESS WHEREOF, the parties hereto have set their hands.
Approved this 22th day of September 2022.

FOR THE EMPLOYER

Oroville Hospital



Robert Wentz, CEO



Scott Chapple, COO

FOR THE UNION


United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union




Thomas M. Conway, International President



John E. Shinn, International
Secretary/Treasurer



D.R. McCall, International Vice President
(Administration)




Kevin Mapp, International Vice President
(Human Affairs)



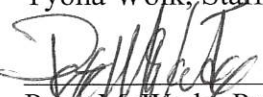
Gaylan Prescott, Director, District 12



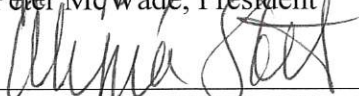
Ron Espinosa, Sub-District Director



Tyona Wolk, Staff Representative



Peter McWade, President



Alyssa Stout, Vice President



Lori Gifford, Committee Member



Mai See Xiong, Committee Member



Mari Harris, Committee Member

APPENDIX A

GROUP INSURANCE PREMIUMS

OROHEALTH CORPORATION

HEALTH, PRESCRIPTION, DENTAL AND VISION

Premium Cost Sharing Structure - Per Biweekly Pay Period Effective August 1, 2009

Status	Oroville Hospital Contribution			Employee Contribution		
	Emp. Only	Emp. +1	Family	Emp. Only	Emp. +1	Family
Full Time	\$310.55	\$581.66	\$830.93	\$25.18	\$123.38	\$176.26
72 - 79 Hours	\$295.02	\$552.58	\$789.38	\$40.71	\$152.46	\$217.81
64 - 71 Hours	\$279.50	\$523.49	\$747.84	\$56.24	\$181.54	\$259.36
56 - 63 Hours	\$248.44	\$465.33	\$664.74	\$87.29	\$239.29	\$342.45
48 - 55 Hours	\$217.39	\$407.16	\$581.65	\$118.35	\$297.87	\$425.24
40 - 47 Hours	\$186.33	\$349.00	\$498.56	\$149.40	\$356.04	\$508.63

Effective September 2022 on the first payday after the anniversary of the ratification.

**Business Office
Union**

Standard Wage Rate Ranges

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
File Clerk	181	\$16.57	\$17.06	\$17.57	\$18.10	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26
(NO INS)		\$17.72	\$18.26	\$18.80	\$19.37	\$19.95	\$20.55	\$21.16	\$21.80	\$22.45	\$23.13	\$23.82
(P.D.)		\$19.05	\$19.62	\$20.21	\$20.82	\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60
Cashier	203	\$18.49	\$19.04	\$19.61	\$20.20	\$20.81	\$21.43	\$22.07	\$22.74	\$23.42	\$24.12	\$24.84
(NO INS)		\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.62	\$24.33	\$25.06	\$25.81	\$26.58
(P.D.)		\$21.26	\$21.90	\$22.55	\$23.23	\$23.93	\$24.65	\$25.38	\$26.15	\$26.93	\$27.74	\$28.57
Lead Cashier	215	\$19.63	\$20.22	\$20.82	\$21.45	\$22.09	\$22.75	\$23.43	\$24.14	\$24.86	\$25.61	\$26.38
(NO INS)		\$21.00	\$21.63	\$22.28	\$22.95	\$23.64	\$24.35	\$25.08	\$25.83	\$26.60	\$27.40	\$28.22
(P.D.)		\$22.57	\$23.25	\$23.94	\$24.66	\$25.40	\$26.17	\$26.95	\$27.76	\$28.59	\$29.45	\$30.33
Credit/Collections Clk	234	\$21.58	\$22.22	\$22.89	\$23.58	\$24.29	\$25.01	\$25.76	\$26.54	\$27.33	\$28.15	\$29.00
(NO INS)		\$23.09	\$23.78	\$24.49	\$25.23	\$25.99	\$26.76	\$27.57	\$28.39	\$29.25	\$30.12	\$31.03
(P.D.)		\$24.81	\$25.56	\$26.33	\$27.11	\$27.93	\$28.77	\$29.63	\$30.52	\$31.43	\$32.38	\$33.35

Customer Serv. Rep.	203	\$18.49	\$19.04	\$19.61	\$20.20	\$20.81	\$21.43	\$22.07	\$22.74	\$23.42	\$24.12	\$24.84
(NO INS)		\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.62	\$24.33	\$25.06	\$25.81	\$26.58
(P.D.)		\$21.26	\$21.90	\$22.55	\$23.23	\$23.93	\$24.65	\$25.38	\$26.15	\$26.93	\$27.74	\$28.57
Billing Clerk	234	\$21.58	\$22.22	\$22.89	\$23.58	\$24.29	\$25.01	\$25.76	\$26.54	\$27.33	\$28.15	\$29.00
(NO INS)		\$23.09	\$23.78	\$24.49	\$25.23	\$25.99	\$26.76	\$27.57	\$28.39	\$29.25	\$30.12	\$31.03
(P.D.)		\$24.81	\$25.56	\$26.33	\$27.11	\$27.93	\$28.77	\$29.63	\$30.52	\$31.43	\$32.38	\$33.35
Patient Account. Clk	234	\$21.58	\$22.22	\$22.89	\$23.58	\$24.29	\$25.01	\$25.76	\$26.54	\$27.33	\$28.15	\$29.00
(NO INS)		\$23.09	\$23.78	\$24.49	\$25.23	\$25.99	\$26.76	\$27.57	\$28.39	\$29.25	\$30.12	\$31.03
(P.D.)		\$24.81	\$25.56	\$26.33	\$27.11	\$27.93	\$28.77	\$29.63	\$30.52	\$31.43	\$32.38	\$33.35
Lead Patient Acct. Clk.	246	\$22.91	\$23.60	\$24.30	\$25.03	\$25.78	\$26.56	\$27.35	\$28.17	\$29.02	\$29.89	\$30.79
(NO INS)		\$24.51	\$25.25	\$26.00	\$26.78	\$27.59	\$28.42	\$29.27	\$30.15	\$31.05	\$31.98	\$32.94
(P.D.)		\$26.34	\$27.13	\$27.95	\$28.79	\$29.65	\$30.54	\$31.46	\$32.40	\$33.37	\$34.37	\$35.40
Pt. Financial Counselor	230	\$21.15	\$21.79	\$22.44	\$23.11	\$23.81	\$24.52	\$25.26	\$26.01	\$26.79	\$27.60	\$28.43
(NO INS)		\$22.63	\$23.31	\$24.01	\$24.73	\$25.47	\$26.24	\$27.02	\$27.83	\$28.67	\$29.53	\$30.42
(P.D.)		\$24.32	\$25.05	\$25.81	\$26.58	\$27.38	\$28.20	\$29.04	\$29.92	\$30.81	\$31.74	\$32.69
Step Increase:	3.00%											
No Ins.	7.00%											
PD	15.00%											

Effective September 2023 on the first payday after the anniversary of the ratification.

**Business Office
Union**

Standard Wage Rate Ranges

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
File Clerk	185	\$16.90	\$17.41	\$17.93	\$18.47	\$19.02	\$19.59	\$20.18	\$20.78	\$21.41	\$22.05	\$22.71
(NO INS)		\$18.08	\$18.62	\$19.18	\$19.76	\$20.35	\$20.96	\$21.59	\$22.24	\$22.91	\$23.59	\$24.30
(P.D.)		\$19.43	\$20.02	\$20.62	\$21.24	\$21.87	\$22.53	\$23.20	\$23.90	\$24.62	\$25.36	\$26.12
Cashier	207	\$18.86	\$19.42	\$20.01	\$20.61	\$21.23	\$21.86	\$22.52	\$23.19	\$23.89	\$24.61	\$25.34
(NO INS)		\$20.18	\$20.78	\$21.41	\$22.05	\$22.71	\$23.39	\$24.09	\$24.82	\$25.56	\$26.33	\$27.12
(P.D.)		\$21.69	\$22.34	\$23.01	\$23.70	\$24.41	\$25.14	\$25.90	\$26.67	\$27.47	\$28.30	\$29.15
Lead Cashier	219	\$20.02	\$20.62	\$21.24	\$21.88	\$22.53	\$23.21	\$23.91	\$24.62	\$25.36	\$26.12	\$26.91
(NO INS)		\$21.42	\$22.07	\$22.73	\$23.41	\$24.11	\$24.84	\$25.58	\$26.35	\$27.14	\$27.95	\$28.79
(P.D.)		\$23.03	\$23.72	\$24.43	\$25.16	\$25.92	\$26.69	\$27.49	\$28.32	\$29.17	\$30.04	\$30.94
Credit/Collections Clk	238	\$22.01	\$22.67	\$23.35	\$24.05	\$24.77	\$25.52	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58
(NO INS)		\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.30	\$28.12	\$28.97	\$29.84	\$30.73	\$31.65
(P.D.)		\$25.31	\$26.07	\$26.86	\$27.66	\$28.49	\$29.35	\$30.23	\$31.13	\$32.07	\$33.03	\$34.02

Customer Serv. Rep.	207	\$18.86	\$19.42	\$20.01	\$20.61	\$21.23	\$21.86	\$22.52	\$23.19	\$23.89	\$24.61	\$25.34
(NO INS)		\$20.18	\$20.78	\$21.41	\$22.05	\$22.71	\$23.39	\$24.09	\$24.82	\$25.56	\$26.33	\$27.12
(P.D.)		\$21.69	\$22.34	\$23.01	\$23.70	\$24.41	\$25.14	\$25.90	\$26.67	\$27.47	\$28.30	\$29.15
Billing Clerk	238	\$22.01	\$22.67	\$23.35	\$24.05	\$24.77	\$25.52	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58
(NO INS)		\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.30	\$28.12	\$28.97	\$29.84	\$30.73	\$31.65
(P.D.)		\$25.31	\$26.07	\$26.86	\$27.66	\$28.49	\$29.35	\$30.23	\$31.13	\$32.07	\$33.03	\$34.02
Patient Account. Clk	238	\$22.01	\$22.67	\$23.35	\$24.05	\$24.77	\$25.52	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58
(NO INS)		\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.30	\$28.12	\$28.97	\$29.84	\$30.73	\$31.65
(P.D.)		\$25.31	\$26.07	\$26.86	\$27.66	\$28.49	\$29.35	\$30.23	\$31.13	\$32.07	\$33.03	\$34.02
Lead Patient Acct. Clk.	250	\$23.37	\$24.07	\$24.79	\$25.54	\$26.30	\$27.09	\$27.90	\$28.74	\$29.60	\$30.49	\$31.41
(NO INS)		\$25.01	\$25.76	\$26.53	\$27.32	\$28.14	\$28.99	\$29.86	\$30.75	\$31.68	\$32.63	\$33.61
(P.D.)		\$26.88	\$27.68	\$28.51	\$29.37	\$30.25	\$31.16	\$32.09	\$33.05	\$34.04	\$35.07	\$36.12
Pt. Financial Counselor	234	\$21.58	\$22.22	\$22.89	\$23.58	\$24.29	\$25.01	\$25.76	\$26.54	\$27.33	\$28.15	\$29.00
(NO INS)		\$23.09	\$23.78	\$24.49	\$25.23	\$25.99	\$26.76	\$27.57	\$28.39	\$29.25	\$30.12	\$31.03
(P.D.)		\$24.81	\$25.56	\$26.33	\$27.11	\$27.93	\$28.77	\$29.63	\$30.52	\$31.43	\$32.38	\$33.35
Step Increase:	3.00%											
No Ins.	7.00%											
PD	15.00%											

Effective September 2024 on the first payday after the anniversary of the ratification.

**Business Office
Union**

Standard Wage Rate Ranges

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
File Clerk	189	\$17.24	\$17.76	\$18.29	\$18.84	\$19.40	\$19.99	\$20.58	\$21.20	\$21.84	\$22.49	\$23.17
(NO INS)		\$18.45	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38	\$22.03	\$22.69	\$23.37	\$24.07	\$24.79
(P.D.)		\$19.83	\$20.42	\$21.03	\$21.66	\$22.31	\$22.98	\$23.67	\$24.38	\$25.11	\$25.87	\$26.64
Cashier	211	\$19.24	\$19.82	\$20.41	\$21.02	\$21.65	\$22.30	\$22.97	\$23.66	\$24.37	\$25.10	\$25.86
(NO INS)		\$20.59	\$21.20	\$21.84	\$22.49	\$23.17	\$23.86	\$24.58	\$25.32	\$26.08	\$26.86	\$27.67
(P.D.)		\$22.12	\$22.79	\$23.47	\$24.18	\$24.90	\$25.65	\$26.42	\$27.21	\$28.03	\$28.87	\$29.73
Lead Cashier	223	\$20.43	\$21.04	\$21.67	\$22.32	\$22.99	\$23.68	\$24.39	\$25.12	\$25.87	\$26.65	\$27.45
(NO INS)		\$21.86	\$22.51	\$23.19	\$23.88	\$24.60	\$25.34	\$26.10	\$26.88	\$27.69	\$28.52	\$29.37
(P.D.)		\$23.49	\$24.19	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05	\$28.89	\$29.76	\$30.65	\$31.57
Credit/Collections Clk	242	\$22.46	\$23.13	\$23.82	\$24.54	\$25.27	\$26.03	\$26.81	\$27.62	\$28.45	\$29.30	\$30.18
(NO INS)		\$24.03	\$24.75	\$25.49	\$26.26	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29
(P.D.)		\$25.82	\$26.60	\$27.40	\$28.22	\$29.07	\$29.94	\$30.84	\$31.76	\$32.71	\$33.69	\$34.71

Customer Serv. Rep.	211	\$19.24	\$19.82	\$20.41	\$21.02	\$21.65	\$22.30	\$22.97	\$23.66	\$24.37	\$25.10	\$25.86
(NO INS)		\$20.59	\$21.20	\$21.84	\$22.49	\$23.17	\$23.86	\$24.58	\$25.32	\$26.08	\$26.86	\$27.67
(P.D.)		\$22.12	\$22.79	\$23.47	\$24.18	\$24.90	\$25.65	\$26.42	\$27.21	\$28.03	\$28.87	\$29.73
Billing Clerk	242	\$22.46	\$23.13	\$23.82	\$24.54	\$25.27	\$26.03	\$26.81	\$27.62	\$28.45	\$29.30	\$30.18
(NO INS)		\$24.03	\$24.75	\$25.49	\$26.26	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29
(P.D.)		\$25.82	\$26.60	\$27.40	\$28.22	\$29.07	\$29.94	\$30.84	\$31.76	\$32.71	\$33.69	\$34.71
Patient Account. Clk	242	\$22.46	\$23.13	\$23.82	\$24.54	\$25.27	\$26.03	\$26.81	\$27.62	\$28.45	\$29.30	\$30.18
(NO INS)		\$24.03	\$24.75	\$25.49	\$26.26	\$27.04	\$27.85	\$28.69	\$29.55	\$30.44	\$31.35	\$32.29
(P.D.)		\$25.82	\$26.60	\$27.40	\$28.22	\$29.07	\$29.94	\$30.84	\$31.76	\$32.71	\$33.69	\$34.71
Lead Patient Acct. Clk.	254	\$23.84	\$24.56	\$25.29	\$26.05	\$26.83	\$27.64	\$28.47	\$29.32	\$30.20	\$31.11	\$32.04
(NO INS)		\$25.51	\$26.27	\$27.06	\$27.87	\$28.71	\$29.57	\$30.46	\$31.37	\$32.31	\$33.28	\$34.28
(P.D.)		\$27.42	\$28.24	\$29.09	\$29.96	\$30.86	\$31.78	\$32.74	\$33.72	\$34.73	\$35.77	\$36.85
Pt. Financial Counselor	238	\$22.01	\$22.67	\$23.35	\$24.05	\$24.77	\$25.52	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58
(NO INS)		\$23.55	\$24.26	\$24.99	\$25.74	\$26.51	\$27.30	\$28.12	\$28.97	\$29.84	\$30.73	\$31.65
(P.D.)		\$25.31	\$26.07	\$26.86	\$27.66	\$28.49	\$29.35	\$30.23	\$31.13	\$32.07	\$33.03	\$34.02
Step Increase:	3.00%											
No Ins.	7.00%											
PD	15.00%											

