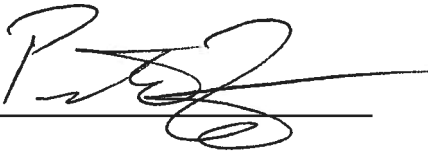


Grievance Settlement

On call/Call Back pay on 6th day worked within a work week

To resolve a grievance filed by Local 20 on April 30, 2013, on behalf of Clinical Lab Scientists who are on stand by (on their normally scheduled day off on Sunday) and get called to work on that day shall be paid premium pay at 1.5 times their regular rate of pay for hours worked. If the total hours worked in that work week exceeds 40 (inclusive of the Sunday) they will receive overtime pay for those hours worked in excess of 40.

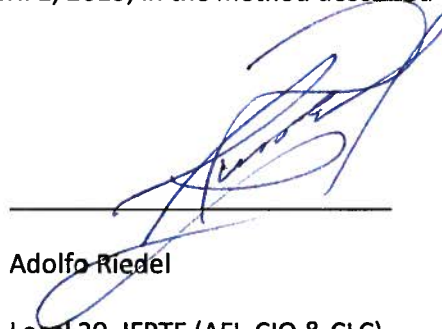
The Medical Center agrees to pay employees back to April 1, 2013, in the method described above.



Peter Eggleton

Eden Medical Center

November 21, 2014



Adolfo Riedel

Local 20, IFPTE (AFL-CIO & CLC)

November 21, 2014

Memorandum of Understanding

Shift Differential

This Memorandum of Understanding (MOU) is to memorialize the practice and understanding between the Medical Center and Engineers and Scientists of California Local 20, IFPTE (AFL-CIO & CLC) regarding shift differentials and payment of any applicable overtime. The parties agree that this MOU is consistent with the extant collective bargaining agreement (CBA) between the parties, and may be attached to the CBA as an Appendix.

The parties agree as follows:

1. Whether a shift qualifies in its entirety for a shift differential under Section 15 of the CBA depends upon the standard scheduled start time of the shift, as opposed the actual start time (if an employee is asked to come into work early or to work late).
2. Where a scheduled shift does not qualify in its entirety for a shift differential under Section 15 of the CBA, if the employee is asked by the Medical Center to work and actually does work before or after his or her regularly scheduled shift, such hours may or may not qualify for shift differential as follows:
 - a. Shift differentials will be paid for each shift that extends or is advanced at least two (2) hours into the applicable premium shift, but only those hours worked in the premium shift will be paid at the applicable shift differential. Accordingly, hours worked in advance of a day shift employee's regularly scheduled shift beginning at 7:00 A.M. shall qualify for the night shift differential, provided the employee begins work on or before 5:00 A.M. (which extends two hours into the applicable premium shift). Example: Employee works regularly scheduled day shift from 7:00 A.M. to 3:30 P.M. The Medical Center asks the employee to work and the employee does work an additional four hours, beginning at 3:00 A.M. The employee is paid the night shift differential for the four hours from 3:00 A.M. to 7:00 A.M., and 8 hours of the employee's regularly scheduled day shift. However, if that employee is asked to come into work at 6:00 A.M., the employee does not receive a shift differential for the first hour of the shift because it did not advance at least two hours into the premium shift.
 - b. Employees who are scheduled to work premium shifts (P.M. shifts or night shifts) and who are asked to come in early or stay late will receive shift differential for all hours worked in the shift. Accordingly:
 - i. If the Medical Center asks a CLS/CLT assigned to the night shift to continue to work into the day shift or to come in early and begin work in advance of their regularly scheduled night shift, the employee shall receive the night shift differential for all hours worked in the shift. Example: Employee works regularly scheduled night shift from 11:00 P.M. to 7:30 A.M. The Medical Center asks the employee to work and the employee does work an additional

four hours, beginning at 7:00 P.M. The employee is paid for the 12 hours at the regular night shift differential.

c.

- i. If the Medical Center asks an A.M. shift employee to come in early and begin work in advance of their regularly scheduled P.M. shift, all such hours shall qualify for the P.M. shift differential. Example: Employee works a regularly scheduled P.M. shift from 3:00 P.M. – 11:30 P.M. The Medical Center asks the employee to work and the employee does work an additional four hours, beginning at 11:00 A.M. The employee is paid the P.M. shift differential for the entire shift.
- ii. If the Medical Center asks a P.M. shift employee to stay and extend beyond their regularly scheduled P.M. shift, such hours will continue to be paid at the P.M. shift differential rate unless the extended shift extends two or more hours into the night shift, in which case all hours worked in the night shift will be paid at the night shift differential.

3. This MOU shall not affect the obligation to pay overtime pay wherever due under the CBA.

4. This MOU is a binding agreement enforceable under the grievance process set forth in the CBA. This agreement is prospective only, and shall not be a basis for any claim concerning any occurrence prior to the effective date of this MOU. By entering into this MOU, the Medical Center does not admit to any violation of the CBA or any provision of state or federal law. The Union (including on behalf of all bargaining unit employees) releases and waives any and all claims based on any alleged past practices or incidents related to the payment of shift differentials when employees are asked to come into work early or extend their shifts, even if such past practices were not consistent with this MOU.



Peter Eggleton

Eden Medical Center

August 27, 2014



Adolfo Riedel

Local 20, IFPTE (AFL-CIO &CLC)

August 27, 2014