

**SETTLEMENT AGREEMENT BETWEEN  
Novato Community Hospital and Engineers and Scientists of California Local 20  
March 29, 2016**

The following Settlement Agreement including the attached tentative agreements sets forth the successor agreement to the Collective Bargaining Agreement between Novato Community Hospital and Engineers and Scientists of California Local 20 dated September 14, 2012 to September 30, 2015.

**The parties agree that all proposals not specifically agreed to within the tentative agreements and this agreement are withdrawn.**

**Any new contract practices, including those in previously signed tentative agreements, will be implemented upon ratification, unless otherwise indicated below.**

**I. Modify Section 13, COMPENSATION as follows:**

- Delete language from prior contract on across the board increases and add sections A-E below to Section 13. The new "salary grade and range" grid will be added as Exhibit B.
- A. Effective the start of the pay period following ratification of the contract (unless specified otherwise):
  1. ATB Increase: Each employee will receive a 3% across-the-board (ATB) increase.
  2. Implement New Range: Grid includes and reflects the ATB increase described in this proposal – see Exhibit B
- B. Transition to the New Range: After receiving the first 3% ATB increase following ratification of the contract, employees will remain at that rate of pay until movement to the new grid.

Employees in progressive steps (1-7) with anniversary dates prior to October 1, 2016 will transition to the new grid at the next step in their progression on commencement of the next complete pay period after the anniversary date of the employee.

For all other employees, on commencement of the next complete pay period following October 1, 2016, they will be placed on the closest step in the new grid that results in a pay increase, regardless of tenure requirement for that step and that increase date will become their new step increase date. After the employee has transitioned to the new step, they will follow the tenure requirements for further steps.

**C. Future increases:**

- (a) 3% ATB Effective the first full pay period following first anniversary of ratification of contract.
- (b) 3% ATB Effective the first full pay period following second anniversary of ratification of contract.

- D. Step Progression: The following language applies to all new hires (employees hired after ratification of the contract) and current employees after they have transitioned to the new grid as described above. Employees must meet the requirements to advance to tenure steps. Employees may only progress one step at a time and may not skip steps. An employee may progress to the next step at the start of the pay period following his or her anniversary date, provided the tenure requirements for the step are met.
- E. Transition of Clinical Lab Scientist classification employees as a result of the elimination of the Clinical Lab Scientist classification: At the start of the pay period following ratification, current employees in the Clinical Lab Scientist classification will move to the Step in the Sr. Clinical Lab Scientist classification that represents an increase from their current rate of pay and will thereafter progress through the step range based on the Sr. Clinical Lab Scientist classification.

**II. Modify Section 5, TENURE AND PROMOTION, Paragraph A as follows:**

A. TENURE. Employees must serve in a salary classification for twelve (12) months and must have completed 1040 hours before moving to the next step on the salary schedule. Upon completion of 1040 hours in no less than twelve (12) months ~~or more than twenty-four (24) months~~ in each classification, salary increases will be effective the next pay period. Employees at step 6 must complete 2080 hours in no less than twenty-four (24) months ~~or more than forty-eight (48) months~~ in order to move from step 6 to step 7. Benefit-eligible employees who have fifteen (15) calendar years service with the Hospital, or who have worked five years and a minimum of 5020 hours at Step 7, shall be eligible for tenure step 8 and the salary rates referenced in the salary schedule. Per Diem/Short Hour employees shall be eligible for tenure step 8 upon completion of 5020 hours at step 7 and the salary rates referenced in the salary schedule.

No other changes to Section 5.

**III. Modify Section 7, EMPLOYEE SCHEDULING AND CLASSIFICATIONS, Paragraph F as follows:**

F. CLINICAL LABORATORY SCIENTISTS CLASSIFICATIONS. There will be ~~two (2)~~ three (3) classifications of Scientists at the Hospital. Job classifications will be differentiated, as follows (additional detail may be found in the respective established hospital job descriptions). A current California CLS license is a requirement for all classifications.

1. ~~Clinical Laboratory Scientist is less experienced than a Senior CLS, and performs routine and specialized procedures in a department or routine procedures in all departments with minimal supervision.~~
2. Senior Clinical Laboratory Scientists perform routine and specialized procedures in a department or routine procedures in all departments with minimal supervision. Senior Clinical Laboratory Scientists in steps 3 and above will be considered Experienced Senior Clinical Laboratory Scientists. Experienced Senior Clinical Lab Scientists operate with little or no supervision and are able to mentor new Senior Clinical Lab Scientists. performs all the duties of a CLS and has completed three (3) years of continuous service (a year shall be defined as twelve (12) months of service and no less than 1040 hours) with the Hospital, or equivalent experience in other comparable hospitals or clinical laboratories.

G. 3. Technical Specialist is a staff and technical support position with responsibility for coordination and monitoring of Laboratory support activities (i.e., quality control, training, in-

service education, new employee orientation, etc.) in addition to CLS duties. Years of experience must be greater than or equal to an Experienced Senior CLS. The Laboratory Manager may chose to consider outside experience as equivalent. However, advanced level training is preferred.

**IV. Modify Section 9, WORK SCHEDULE AND OVERTIME, Paragraph B – (Pay Periods) as follows:**

**PAY PERIODS:**

The standard pay period is based on eighty (80) worked hours during a two (2) week period. Each payroll period shall consist of fourteen (14) consecutive days beginning at 12:00 a.m. Sunday (midnight Saturday night) ~~or with the shift changing hour nearest that time.~~

**V. Modify Section 14A as follows:**

**A. HEALTH AND WELFARE BENEFITS**

**I) Health Plan Options and Other Employee Benefits**

**I. Health Benefits ~~Effective January 1, 2013.~~**

i) Open Enrollment: The Hospital will conduct open enrollment ~~during 2012 for the health benefits on~~ an annual basis with an effective date of January 1, 2013 1<sup>st</sup> of the following year.

ii) Medical Plans: All benefited employees covered by the bargaining unit, .5 FTE and above, are eligible to participate in the Hospital's medical plans. All such .5 FTE and above may select one of the following plans:

- a) Sutter Select Exclusive Provider Organization ("EPO")
- b) The EPO will be free for all .5 FTE and above employees and their eligible dependents.
- c) Sutter Select Preferred Provider Organization ("PPO")

Employees will be required to pay ~~twenty one percent (21 %) effective January 1, 2013, twenty four percent (24%) effective January, 2014, and twenty-seven percent (27%) effective January, 2015~~ of the PPO premium for the employee and his/her eligible dependents.

**II. Dental, Vision, Life Insurance and Long Term Disability Benefits ~~Effective January 1, 2013.~~**

i) Dental, Vision and Life and Long-Term Disability Insurance Benefits: Eligible employees shall have the choice of an enhanced plan option, should the Hospital choose to offer such option. An election to change these plans must be made during the annual Open Enrollment period, to be effective the following calendar year. Enhanced plan costs will be the difference between what the employer is paying and the cost of the enhanced plan option.

ii) Dental, Vision, Life and Long-Term Disability Benefits are available to all eligible employees who are employed at .5 FTE and above and according to the plan design.



**VI. Add the following as new Section 14.A.3:**

Health Care Flexible Spending Account:

Effective with the implementation of the new Sutter EPO and PPO Health Plan Design, for full time and part time benefitted employees, the employer will contribute annually \$250 (two hundred and fifty dollars) to a flexible spending health care account to be used by the employees on allowable health care expenses. The employer's FSA contributions will cease upon expiration of this contract.

\* An employee will have until April 15th to submit claims incurred in the prior calendar year. A grace period is also available that follows the end of the calendar year during which any unused amount allocated to the health care FSA at the end of the calendar year may be used to reimburse eligible expenses incurred during the grace period. The grace period begins on the first day of the next calendar year and ends two (2) months and fifteen (15) days later. Contributions not used per guidelines above will be forfeited.

Eligible expenses for the health care flexible spending account are determined by the IRS. A list of eligible expenses is available by contacting the FSA claims administrator.

**VII. Modify Section 14, Paragraph D as follows:**

**D. HOLIDAYS**

The following holidays are recognized each year: New Years Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day, ~~and~~ \*Employee's Birthday.

If an employee is required to work on any of the above holidays, he/she will receive pay at the rate of time and one-half (1 ½) for the entire shift if the majority of hours worked during the shift fall on the holiday (midnight- midnight). ~~\* Sixty (60) days notice prior to the birthday requesting the birthday holiday must be given by the employee in order to receive time and one half compensation.~~

**VIII. Modify Section 15.1 as follows:**

1. Introduction

The ~~enhanced~~ Sutter Health Retirement Plan ("SHRP") with the enhanced Cash Balance Design and Traditional Pension Design ("SHRP-CBD" and "SHRP-TPD," respectively) shall be offered to eligible employees covered under this Agreement.

**IX. Modify Section 15.3 as follows:**

3. Cash Balance Design

The SHRP-CBD builds a personal account balance for a participant's retirement through the addition of both an annual pay credit and interest credit. The pay credit is a percentage of an employee's annual pay and is applied for an employee who works at least 1,000 hours a year. The salary pay credit percentage gets higher as a participant's years of service increase. The interest rate is benchmarked to a U.S. Treasury Bond. Once an employee is vested, if she or he leaves the Sutter Health network, the account balance can be withdrawn in cash, rolled over into an IRA or ~~403(b)~~ qualified retirement plan, or taken

as a monthly payment from the SHRP for the employee's lifetime. The annual salary credit for this SHRP design is set forth in the SHRP Plan Document and Summary Plan Description.

**X. Modify Section 15.7.1 as follows:**

**7. Retiree Medical Coverage**

The Hospital will establish a Retiree Health Care Account ("RHCA") for eligible ESC bargaining unit employees. The retiree may use said account to offset the cost of health plan premiums, as follows:

**1. Eligibility**

For all regular full-time and part-time employees at age 55 or older with 10 or more years of eligible service in a benefitted position just prior to or after meeting the minimum age requirement (floor/minimum); 1,000 hours within a calendar year= 1 year of service= \$1,000 for the employee's account.

**XI. Modify Section 29, Term of Agreement as follows:**

This Agreement shall be for a three (3) year term from the date of ratification (insert dates following ratification.)

**XII. Side Letter on Lead Physical Therapist signed March 29, 2016**

**XIII. Effective January 1, 2017, implement the new Sutter Select EPO Plus and PPO health plan designs; see exhibit A.**

**XIV. Effective January 1, 2017, implement new dental and vision plans, see exhibit C.**




**Exhibit A**

**Health Plan Effective January 1, 2017**

| Plan Option  | EPO/EPO Plus Options   |   | PPO Option   |        |
|--|--|---|--|--------|
|  |  |   | Tier 1   | Tier 2 |
| <b>GENERAL INFORMATION</b>   |  |   |  |        |
| <b>PCP with Referral Required to Specialist?</b>   | EPO: Yes<br>EPO Plus: No   | No  | No   | No     |
| <b>Network</b>   | EPO: Regional Sutter Network and certain non-Sutter providers; EPO Plus: Sutter Network and certain non-Sutter providers | Sutter Network and certain non-Sutter providers | Contracted PPO Network                                 |        |
| <b>Annual Deductible (Fixed copay services and prescription drugs not subject to deductible)</b> | \$250 Individual<br>\$500 Family   | \$250 Individual<br>\$500 Family                | \$500 Individual<br>\$1,000 Family                     |        |
| <b>Annual Out-of-Pocket Maximum</b>  | \$750 Individual<br>\$1,500 Family   | \$750 Individual<br>\$1,500 Family              | \$1,500 Individual<br>\$3,000 Family                   |        |
| <b>Lifetime Maximum</b>  | None   | None  | None   |        |
| <b>EMERGENCY AND URGENT CARE</b>   |  |   |  |        |
| <b>Emergency Room (Copay/coinsurance waived if hospitalized)</b>                                 | \$50 Copay   | Employee pays 20%                               | Employee pays 20%                                      |        |
| <b>Urgent Care</b>   | \$30 Copay   | \$30 Copay                                      | \$30 Copay   |        |
| <b>Ambulance</b>   | \$0 Copay  | Employee pays 20%                               | Employee pays 20% (assuming true emergency)            |        |
| <b>HOSPITAL SERVICES</b>   |  |   |  |        |
| <b>Inpatient Hospitalization (Sutter)</b>  | \$0 Copay  | \$0 Copay                                       | Not applicable (all Sutter facilities are in Tier One) |        |
| <b>Inpatient Hospitalization (non-Sutter)</b>  | \$150 / day Copay (3 day maximum charge)   | \$150 / day Copay (3 day maximum charge)        | Employee pays 40%                                      |        |
| <b>Inpatient Physician Visits<sup>1</sup></b>  | \$0 Copay  | Employee pays 20%                               | Employee pays 40%                                      |        |
| <b>Outpatient Surgery</b>  | \$0 Copay  | Employee pays 20%                               | Employee pays 40%                                      |        |

<sup>1</sup> In the EPO/EPO Plus plans and PPO Tier One, the Plan document provides that "Ancillary Services," including radiologists, anesthesiologists, pathologists, and ED physicians, are covered as an in-network benefit at participating hospitals.

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| Plan Option   | EPO/EPO Plus Options  |   | PPO Option  |        |
|---|---|---|---|--------|
|   |   |   | Tier 1  | Tier 2 |
| <b>OTHER MEDICAL SERVICES AND SUPPLIES</b>  |   |   |   |        |
| <b>Durable Medical Equipment, Corrective Appliances, Prosthetic Devices<sup>2</sup></b>                           | \$0 Copay (inpatient)<br>Employee pays 10% (outpatient)               | Employee pays 20%   | Employee pays 40%                                       |        |
| <b>Hearing Aids (once every 36 months)</b>  | Employee pays 10%   | Employee pays 20%   | Employee pays 40%                                       |        |
| <b>Home Health Care</b>   | \$0 Copay<br>Unlimited duration                                       | Employee pays 20%<br>Unlimited duration                               | Employees pays 40%<br>100 visits per calendar year      |        |
| <b>Hospice</b>  | \$0 Copay   | Effective January 1, 2017,<br>\$0 Copay                               | Employee pays 40%                                       |        |
| <b>Skilled Nursing Facility</b>   | \$0 Copay<br>100 days per calendar year maximum                       | Employee pays 20%<br>100 days per calendar year maximum               | Employee pays 40%<br>100 days per calendar year maximum |        |
| <b>MENTAL HEALTH &amp; CHEMICAL DEPENDENCY (Provided through externally managed network)</b>                      |   |   |   |        |
| <b>Inpatient</b>  | \$0 Copay for Sutter Health and/or Mental Health Network Facilities   | \$0 Copay for Sutter Health and/or Mental Health Network Facilities   | Employee pays 40%                                       |        |
| <b>Outpatient</b>   | \$20 Copay  | \$20 Copay  | Employee pays 40%                                       |        |
| <b>PHYSICIAN AND PROFESSIONAL SERVICES</b>  |   |   |   |        |
| <b>If physician/professional services are in conjunction with an office visit, the office visit copay applies</b> |   |   |   |        |
| <b>Allergy Testing and Injections (including serum)</b>   | \$0 Copay   | Employee pays 20%   | Employee pays 40%                                       |        |
| <b>Chiropractic &amp; Acupuncture (20 visit combined maximum per calendar year)</b>                               | \$20 Copay  | Employee pays 20%   | Employee pays 40%                                       |        |
| <b>Diagnostic Laboratory &amp; X-Ray</b>  | Employee pays 10% (no cost if test/imaging qualifies as preventative) | Employee pays 20% (no cost if test/imaging qualifies as preventative) | Employee pays 40%                                       |        |
| <b>Dialysis</b>   | \$0 Copay   | Employee pays 20%   | Employee pays 40%                                       |        |
| <b>Immunizations, Routine;</b>  | \$0 Copay   | \$0 Copay   | Employee pays 40%                                       |        |
| <b>Immunizations, Travel</b>  | \$20 Copay  | \$20 Copay  | Employee pays 40%                                       |        |
| <b>Infertility Treatment (subject to \$15,000 limit)</b>  | Employee pays 50%   | Employee pays 50%   | Employee pays 50%                                       |        |
| <b>Mammography</b>  | \$0 Copay   | \$0 Copay   | Employee pays 40%                                       |        |
| <b>Physical Exam, Routine</b>   | \$0 Copay   | \$0 Copay   | \$0 Copay   |        |

<sup>2</sup> All coverage for Temporomandibular Joint Disorder, with the exception of surgery, is subject to a \$5,000 lifetime maximum.

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| Plan Option   | EPO/EPO Plus Options |  | PPO Option |                   |
|---|----------------------|--|------------|-------------------|
|   |                      |  | Tier 1     | Tier 2            |
| <b>Physician Office Visits</b>                                    | \$20 Copay           | \$20 Copay (Primary Care)<br>\$30 Copay (Specialist) |            | Employee pays 40% |
| <b>Prenatal and Postnatal Care</b>                                | \$0 Copay            | \$0 Copay  |            | Employee pays 40% |
| <b>Rehabilitative Therapy (physical, occupational and speech)</b> | \$20 Copay           | Employee pays 20%                                    |            | Employee pays 40% |
| <b>Male Sterilization</b>   | \$75 Copay           | \$75 Copay   |            | Employee pays 40% |
| <b>Female Sterilization</b>                                       | \$0 Copay            | \$0 Copay  |            | 100% Covered      |
| <b>Abortion<sup>3</sup></b>                                       | \$150 Copay          | \$150 Copay  |            | Employee pays 40% |
| <b>Maternity Care</b>   | \$0 Copay            | \$0 Copay  |            | Employee pays 40% |
| <b>Preventative Services (Age 2 and above)<sup>4</sup></b>        | \$0 Copay            | \$0 Copay  |            | Employee pays 40% |
| <b>Preventative Services (Age 2 and below)<sup>5</sup></b>        | \$0 Copay            | \$0 Copay  |            | Employee pays 40% |
| <b>Telemedicine (5 consults maximum per year through MDLIVE)</b>  | \$20 Copay           |  | \$20 Copay |                   |
| <b>PRESCRIPTION DRUGS</b>   |                      |  |            |                   |
| <b>Retail</b>   |                      |  |            |                   |
| <b>Generic<sup>6</sup></b>  | \$5 Copay            |  | \$10 Copay |                   |
| <b>Preferred Brand Name</b>                                       | \$20 Copay           |  | \$30 Copay |                   |

<sup>3</sup> In the EPO / EPO Plus plan, claims for medically necessary (i.e., therapeutic) abortion are processed as surgery claims, meaning that there is \$0 Copay for this service.

<sup>4</sup> These are: Contraception (with generic prescription contraceptives provided with \$0 Copay), Routine Colonoscopy, Sigmoidoscopy and Similar Surgical; Routine Diagnostic Test, Lab and X-rays; Routine Eye and Glaucoma; Routine Eye Refractions; Routine Hearing Exams; Routine Immunizations; Routine Mammography; Routine Pelvic Exams and Pap Test; Routine Physical Exam; Routine PSA Test and Prostate Exams.

<sup>5</sup> These are: Routine Diagnostic Test, Lab and X-rays; Routine Eye Exams; Routine Eye Refractions; Routine Hearing Exams; Well-Baby/Child Care Immunizations; Well-Baby/Child Care Physical Exam.

<sup>6</sup> Absent medical necessity, purchases of brand name medications when a generic medication with the same active ingredient and dosage is available will trigger the MyGeneric surcharge (the Tier 2 or Tier 3 copayment will be charged, plus the difference in price between the generic and brand name, although in no case will the total cost exceed the cost of the brand-name medication). The plan administrator will waive the surcharge upon receipt and review of clinical information which supports medical necessity for prescribing the brand name over the generic, in accordance with evidence-based principles. For example, this might apply if the member previously underwent a trial of the generic and could not tolerate it or it was not efficacious. When the program goes into effect January 1, 2017, the plan will continue to honor prior authorizations and will not require a new trial of a generic medication as a result of the new plan adoption. If a generic drug is developed and marketed as an alternative to a preferred/non-preferred brand, no covered participant shall automatically be charged the difference in price between the generic and the preferred/non-preferred brand without adequate notice of the new generic drug development and the potential difference in cost. If a generic drug is removed from the market, participants shall not be charged the difference in price between the former generic and the preferred/non-preferred brand, but will be responsible for the higher co-pay. Any adverse determination regarding the generic medication program and decisions of the pharmacy benefits manager are appealable through the ERISA claims process.

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|-----------------------------------|---|-------------|
| <b>Non-Preferred Brand Name</b>   | \$40 Copay  | \$50 Copay  |
| <b>Mail Order (90-day supply)</b> |   |             |
| <b>Generic</b>                    | \$10 Copay  | \$20 Copay  |
| <b>Preferred Brand Name</b>       | \$40 Copay  | \$60 Copay  |
| <b>Non-Preferred Brand Name</b>   | \$80 Copay  | \$120 Copay |
| <b>Specialty Drugs</b>            | \$50 / 30-day supply (maximum total copays no greater than \$150 per month) |             |

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### Exhibit B – New Grid

Grid includes and reflects the 3% ATB increase that's effective the start of the pay period following ratification.

| Job Title                  | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7<br>after 2 yrs at<br>step 6 | Step 8<br>after 3 yrs<br>at step 7 | Step 9<br>after 15 years<br>of service |
|----------------------------|--------|--------|--------|--------|--------|--------|------------------------------------|------------------------------------|--|
| Sr. Clinical Lab Scientist | 42.80  | 44.34  | 46.42  | 48.19  | 49.92  | 51.42  | 52.45                              | 53.50                              | 55.65                                  |
| Technical Specialist       | 45.11  | 46.73  | 48.93  | 50.79  | 52.62  | 54.20  | 55.28                              | 56.39                              | 58.45                                  |
| Clinical Dietitian         | 38.23  | 40.10  | 42.11  | 44.34  | 47.00  | 48.88  | 49.86                              | 50.86                              | 51.87                                  |
| Physical Therapist         | 41.50  | 43.53  | 46.19  | 48.04  | 50.44  | 52.96  | 54.02                              | 55.10                              | 57.14                                  |
| Lead Physical Therapist    | 43.58  | 45.71  | 48.50  | 50.44  | 52.96  | 55.61  | 56.72                              | 57.85                              | 60.00                                  |

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**Exhibit C – New Dental and Vision Plan**

| Plan Features                                | Delta Care<br>(Network<br>Providers)                   | Delta Dental<br>Preferred/Premier<br>Network<br><b>(PPO Basic Option)</b> | Proposed Enhancement to<br>Include 3rd Option: Delta<br>Dental<br>Preferred/ Premier Network<br><b>(PPO Enhanced Option)</b> |
|--|--|---|--|
| Deductible<br>Individual/Family              | N/A  | \$25/\$75   | \$25/\$75  |
| Preventative Basic<br>Major                  | Fee Schedule<br>(most at 100%)                         | 100%<br>80%<br>50%  | 100%<br>80%<br>50%   |
| Calendar Year<br>Maximum Benefit             | Unlimited  | \$1,500   | \$2,000/\$1,800  |
| Orthodontic<br>Lifetime Max<br>Adult & Child | \$350 start up fee<br>\$1,800 Adult /<br>\$1,600 Child | 50% up to<br>\$1,500/\$1,000  | 50% up to<br>\$2,000/\$1,200   |

| Vision Service Plan (VSP) Current                |   |   | Vision Service Plan (VSP) Proposed                 |  |
|--|---|---|--|--|
| Plan Features                                    | Basic                                       | Plus  | Basic  | Plus   |
| Exam   | \$10 Copay<br>Every 24 months               | \$20 Copay<br>Every 12 months               | \$10 Copay<br>Every 24 months                      | \$20 Copay<br>Every 12 months                      |
| Materials<br><i>(Lenses included/w<br/>Exam)</i> | \$115 Frame<br>Allowance<br>Every 24 months | \$150 Frame<br>Allowance<br>Every 12 months | <b>\$130</b> Frame<br>Allowance<br>Every 24 months | <b>\$200</b> Frame<br>Allowance<br>Every 12 months |
| Contact Lenses<br>Allowance                      | \$120 Allowance<br>Every 24 months          | \$150 Allowance<br>Every 12 months          | <b>\$130</b> Allowance<br>Every 24 months          | \$150 Allowance<br>Every 12 months                 |

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Exhibit D – Previously Signed Tentative Agreements

1. Section 14, H – Leaves of Absence


NCH to ESC  
Opening Non-Economic Proposals  
August 25, 2015

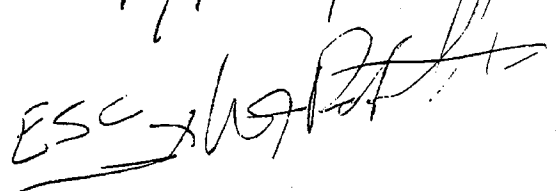
The Hospital reserves the right to add to, supplement,  
withdraw from or modify any and all proposals at any time.

Modify Section 14, Paragraph D as follows:

**H. LEAVES OF ABSENCE.**

A leave of absence is for a predetermined and definite period of time granted an employee to be absent from the job. Leaves of absence may be granted to employees at the discretion of the Employer for a bona fide reason and shall be granted in accordance with established hospital policy. The leave of absence shall be requested online or by contacting Disability Management in writing. Authorized leave of absence for any purpose shall not affect previously accrued sick leave, vacation time, or tenure. Anniversary date for the purpose of salary tenure steps, vacation eligibility, and seniority will not be changed until the employee exceeds thirty (30) consecutive days of leave of absence without pay and in such case, the first thirty (30) days shall not be counted.

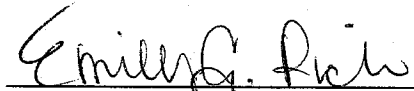
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NCH: 

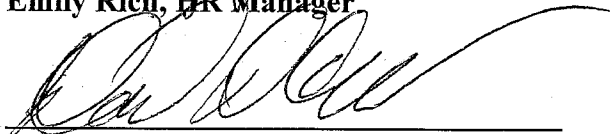
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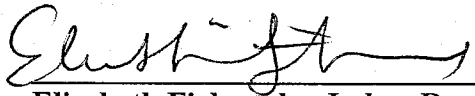
THIS AGREEMENT has been executed on this 29th day of March 2016.

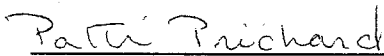
**Novato Community Hospital**

  
\_\_\_\_\_  
Emily Rich, HR Manager

  
\_\_\_\_\_  
David Cuesta, Director, WFLR

**Engineers and Scientists of California, Local 20**

  
\_\_\_\_\_  
Elisabeth Fiekowsky, Labor Representative  
ESC Local 20, IFPTE

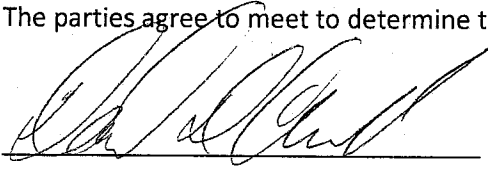
  
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Patti Prichard, ESC Bargaining Team

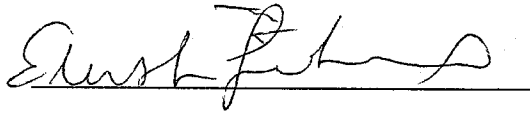
Side Letter  
Between Novato Community Hospital (NCH) and  
Engineers and Scientists of California, Local 20 (ESC)  
March 29, 2016

Within 30 days of ratification, the position of Lead Physical Therapist will be posted. The most senior, qualified internal candidate will be selected before any external candidates are considered.

The parties agree to meet to determine the role and responsibility of the Lead Physical Therapist.



NCH



ESC

3/29/16

Date

3/29/16

Date

