



AGREEMENT

Between

NOVATO COMMUNITY HOSPITAL

And

**ENGINEERS AND SCIENTISTS OF CALIFORNIA,
IFPTE LOCAL 20**

December 31, 2019 through December 31, 2022

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December 31, 2019 to December 31, 2020 AGREEMENT BETWEEN

NOVATO COMMUNITY HOSPITAL AND

ENGINEERS AND SCIENTISTS OF CALIFORNIA (IFPTE, LOCAL 20, AFL-CIO AND CLC)

Following good faith collective bargaining negotiations, the Engineers and Scientists of California, Local 20, IFPTE (AFL-CIO & CLC) (the "Union") and Novato Community Hospital (the "Hospital") have reached agreement for a new collective bargaining agreement which is the parties' May 27, 2010, to May 27, 2015, collective bargaining agreement modified as follows:

WITNESSETH

It is mutually agreed as follows:

SECTION 1: RECOGNITION

The Hospital hereby recognizes the Union as the sole bargaining agent for the employees described in unit description contained in the decision and certification of the National Labor Relations Board dated September 10, 1975, for case No. 20-RC-12552. All other employees are excluded.

SECTION 2: COVERAGE

The employees covered by this Agreement shall be licensed professional clinical laboratory scientists, (hereinafter called "scientists" or "CLS"), dietitians, and physical therapists employed by the Hospital.

SECTION 3: ADMINISTRATIVE AND MANAGEMENT RIGHTS

The management of the Hospital is vested with the Hospital. The Hospital retains all rights, powers, and authority exercised or had by it prior to the execution of this Agreement; except as the same may be affected or limited by provisions of this Agreement. All matters not covered by the language of this Agreement may be administered by the Hospital in accordance with such policies and procedures as it may from time to time determine.

It is further mutually agreed that it is the right and duty of the Administration to manage the Hospital and to direct the working forces. This includes the right to hire, transfer, promote, reclassify, lay off, discharge and discipline employees, subject only to the conditions expressly set forth herein.

SEPARABILITY. It is understood that this Agreement, its execution, its interpretation, and its effect, shall generally be subject to the provisions and requirements of the law as it may from time to

time exist. Any provisions of this Agreement that may at any time be in conflict with any governing federal, state or local law shall be, and herein is deemed modified, amended, and/or waived to conform to such law. The Hospital and the Union shall meet and negotiate to incorporate specific contract changes that either party believes may be necessary to conform to the changes in the law.

SECTION 4: MEMBERSHIP

- A. **UNION MEMBERSHIP.** All employees subject to this Agreement presently employed by the Hospital on the execution date of this Agreement who are members of the Union, and all such employees who may subsequently become members of the Union, shall be required as a condition of employment to maintain their membership in the Union in good standing during the life of this Agreement.

All new employees subject to this Agreement first employed by the Hospital after the execution date of this Agreement shall as a condition of employment either (1) join and remain a member of the Union within thirty (30) days after employment, or (2) in the alternative, pay to the Union amounts equal to the periodic dues applicable to members of the Union commencing within thirty (30) days after employment as a service fee.

- B. **MEMBERSHIP DUES.** During the term of this Agreement, the Hospital will honor written assignment from salaries to the Union for payment of the annual Union dues, provided such assignments are entered into voluntarily. The Hospital will promptly remit the periodic membership dues or service fees to the Union, together with a list of names of employees for whom deductions were made.
- C. **NOTICE OF CHANGES.** Within thirty (30) days after the Hospital hires a new employee, the Hospital will inform the Union in writing of the name, address, and classification of said individual. Said notification shall be forwarded to the Union at its office at 835 Howard Street, 2nd Floor, San Francisco, CA 94103.

SECTION 5: TENURE AND PROMOTION

- 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 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 in order to move from step 6 to step 7. Employees at step 7 must complete 3120 hours in no less than thirty-six (36) months in order to move from step 7 to step 8. Benefit eligible employees who have fifteen (15) calendar years of service with the Hospital, or who have worked five (5) years and a minimum of 5020 hours at step 8 shall be eligible for tenure step 9. Per diem/Short hour employees shall be eligible for tenure step 9 upon completion of 5020 hours at step 8.
- B. **PROMOTION AND RECLASSIFICATION.** In cases of promotion or reclassification, the employee will receive the tenure step that amounts to the next highest salary rate. In cases where the employee has not completed twelve months and 1040 hours in the previous classification and step, hours worked will be credited to tenure advancement in

the new classification.

SECTION 6: PREVIOUS EXPERIENCE

Employees may be hired at any salary step, depending on experience and qualifications, up to and including step five (5) of the salary range. Employees hired under this provision shall thereafter advance through the salary range based on established salary-advancement tenure.

During the term of this Agreement, the following guidelines shall apply: Employees hired during the term of this Agreement will normally be hired at step two (2) when they have at least three (3) years of previous full-time or regular part-time experience within the last five (5) years prior to the date of employment; or at step three (3) with at least six (6) or more years of previous full-time or regular part-time experience within the last eight (8) years; or at step four (4) with at least nine (9) years of previous full-time or regular part-time experience within the last twelve (12) years; or at step five (5) with at least fifteen (15) years of previous full-time or regular part-time experience, including significant job-related experience/credentials. For purposes of this section, experience must be at a hospital, which is accredited by the Joint Commission or Medicare, or at an accredited foreign hospital, military or civilian, operated by the Federal Government. A newly-hired experienced employee will not be placed at a step below the above guidelines. In addition, an experienced candidate may be hired at a step higher than outlined in these guidelines, if qualifications and circumstances warrant such action. In such cases, the Hospital will obtain the concurrence of the union.

Nothing in this section is meant to require initial placement at the Senior CLS level or meant to preclude such placement.

SECTION 7: EMPLOYEE SCHEDULING AND CLASSIFICATIONS

- A. **Full-Time Employee:** An employee who is regularly scheduled to work at least sixty hours per pay period (0.75 to 1.0 FTE)
- B. **Part-Time Employee:** An employee who is regularly scheduled to work at least forty, but less than sixty hours per pay period (0.5 to 0.749 FTE).
- C. **Per Diem Employee:** An employee who has no guaranteed minimum number of days or hours worked and is not regularly scheduled on an ongoing basis.
- D. **Short-Hour Employee:** An employee who is regularly scheduled to work at least sixteen, but less than forty hours per pay period (0.20 to 0.49 FTE).
- E. An employee's scheduling status shall be determined by their work schedule as established by the Hospital. This status will be reviewed for appropriateness by the Hospital upon request of the employee or the union.
 - 1. Employees shall be paid a Per Diem/Short Hour differential of \$10.00 per hour, in lieu of receiving any fringe benefits, unless the employee is receiving a higher amount as a result of a prior contract

2. CLINICAL LABORATORY SCIENTISTS CLASSIFICATIONS. There will be two (2) 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.
- a) 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 Laboratory Scientists operate with little or no supervision and are able to mentor new Senior Clinical Laboratory Scientists.
 - b) 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 choose to consider outside experience as equivalent. However, advanced level training is preferred.
 - c) Classifications are listed above and in Appendix B. Job descriptions have been or will be negotiated for all existing classifications. The Hospital will provide the Union 30 days notices for any proposed changes to current job descriptions and will bargain over the effects of any of these changes. The Hospital reserves the right to change classification titles with 30 days' notice to the Union.

SECTION 8: STANDBY AND CALL-BACK

A. Standby Duty

An employee who is released from duty and is assigned by the manager, or designee, to be on standby, shall be eligible for standby premium pay. Standby duty requires that an employee designated by the manager to be so assigned, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time and refrain from activities which might impair the employee's ability to perform assigned duties. Anyone required by the Department Manager or designee to wear a beeper shall be considered on standby status.

B. Standby Premium Pay

All employees requested by the Hospital to be on standby shall receive standby pay of one-half ($\frac{1}{2}$) the employee's regular straight-time hourly rate of pay per hour when on standby status. Standby pay does not run concurrently with call-back pay. If the employee is required to work while on standby status, the employee will be compensated at one and one-half ($1 \frac{1}{2}$) times his/her regular straight-time hourly rate of pay with a minimum of four (4) hours for each call-in.

C. Call-back Premium

If an employee who is not on standby status and not scheduled to work is called-in from non-standby status, and required to report for work due to an emergency situation, he/she

shall be guaranteed no less than four (4) hours of work or pay in lieu thereof at the rate of time and one-half (1 ½).

D. Shift Differential

Employees who are called back during standby assignments, or who are called back to work when otherwise not scheduled, will receive Shift Differential Pay for hours worked in accordance with Section 10.

SECTION 9: WORK SCHEDULE AND OVERTIME

- A. Normal work schedules will be posted at least fourteen (14) days in advance, subject to emergency situation changes. Employees shall be given a minimum of twenty-four (24) hours notice of their schedule changes, except in cases of emergency when no advance notice shall be necessary. If a change is announced during a weekend, affected employees will not have to begin working according to their new schedules for forty-eight (48) hours unless emergency conditions prevail.

The Hospital will make three (3) logged attempts in at least a six (6) hour period prior to the twenty-four (24) hours in order to provide notice of the schedule change.

- B. The Hospital's policy on hours of work and recording of time shall apply and includes:

WORK DAYS: For purposes of this section, the twenty-four (24) hour workday begins at 12:00 a.m. (midnight) and reoccurs each midnight of each succeeding day.

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).

OVERTIME:

For purposes of determining overtime, each two (2) week period shall stand alone.

Work in excess of eight (8) hours per day and eighty (80) hours in a two (2) week pay period is considered overtime. All employees shall have an unbroken rest period of twelve (12) hours between any eight (8) hour shifts. All hours worked within the 12 hour rest period shall be paid at the rate of time and one-half (1 ½) following an eight hour shift.

Overtime pay will be paid at one and one-half (1 ½) times the employee's basic straight-time hourly rate of pay for hours worked in excess of eight (8) hours in a workday or in excess of eighty (80) hours in a two (2) week pay period. Double time will be paid for hours worked in excess of twelve (12) hours in one day or in excess of twelve (12) consecutive hours. The premium in lieu of benefits and shift differential are included in the computation of overtime.

MEAL PERIODS AND REST BREAKS:

Meal and rest break periods shall be taken in accordance with the Hospital policy.

C. DISTRIBUTION OF STANDBY, OVERTIME, AND ADDITIONAL HOURS.

The Hospital will distribute standby duty, overtime, and additional hours in a rotational sequence on a day-by-day basis, established by seniority among those qualified employees in any one contract classification concerned, who have volunteered to be on standby or work overtime. If no one volunteers to work the overtime, take the standby or additional hours, it will be assigned on a rotational day-by-day assignment basis, by reverse seniority. Per Diem employees shall be exempt from assignments of mandatory hours.

D. By mutual agreement between the Hospital and the Union, an alternative work schedule that regularly exceeds eight (8) hours per day may be created for an employee or group of employees by Letter of Agreement between the parties.

E. SHIFT ASSIGNMENTS

Assignment to a primary shift will normally be constant, unless assigned to a "float position". Employees will be assigned to work shifts other than their primary shift only in cases of extreme staffing shortages or emergencies.

Employees assigned to a float position will normally cover vacancies on the evening or night shifts resulting from vacations, leaves of absences, vacancies, and similar reasons.

For day-shift benefited staff, individuals will be assigned the 6:00 am shift on the basis of seniority.

SECTION 10: SHIFT DIFFERENTIAL

A. Shift Periods

Shift differential pay for the entire shift shall be determined by the shift period that contains greater than 50% of the hours worked. Shift periods are defined as follows:

DAY SHIFT: 0700 to 1500 hours
EVENING SHIFT: 1500 to 2300 hours
NIGHT SHIFT: 2300 to 0700 hours

B. Shift Differentials

- 1) Employees who work more than 50% of their shift during evening shift period shall be paid a \$4.00 per hour evening differential.
- 2) Employees who work more than 50% of their shift during night shift period shall be paid a \$6.00 per hour night differential.
- 3) No employee shall receive shift differential if more than 50% of their worked shift is during the day shift period.

An employee on any paid leave status who normally receives shift differential will receive shift differential in addition to regular pay.

C. Weekend Differentials

- A. Covered employees working a weekend shift shall be paid a differential of \$1.00 per hour. A "weekend shift" is defined as commencing on or after 10:00 p.m. on a Friday night and ending on or before 10:00 p.m. on a Sunday night. Time spent on standby shall not be counted towards time worked on a shift to determine eligibility for the weekend differential, nor shall standby rates be affected by the weekend differential.
- B. Except in an emergency, Novato Community Hospital intends to make every effort to grant every other weekend off to full-time and part-time employees. This provision will not prevent employees who choose to work every weekend from doing so.

SECTION 11: SENIORITY AND LAYOFFS

Seniority is the status an employee secures by the length of continuous service with the Hospital from the most recent date of hire, and will be defined as length of service in the ESC bargaining unit.

Effective beginning the pay period start date nearest January 1, 2004, seniority for all employees will be established and posted as agreed upon by the parties. Thereafter, seniority shall be accumulated by employees in full or part-time positions at the rate of one month for every month spent in full or part-time status. Per Diem, Short-Hour, and Short-Notice status employees shall accrue seniority on the basis of one month of seniority for every 173.3 hours worked.

Seniority shall be calculated in January of each year for all bargaining unit members. This seniority calculation shall be posted and used effective February 1st of each year. This annual seniority calculation shall be used for all purposes for which seniority is considered during the twelve-month period following February 1st of each year, except that, in cases of layoffs, seniority shall be re-calculated for all affected employees as of the beginning of the month in which the layoff is to occur, if necessary.

Seniority will be terminated by resignation, discharge, taking employment elsewhere during a Leave of Absence, or twelve (12) consecutive months of layoff. Additionally, if an employee on layoff is recalled and fails to report to work within seventy-two (72) hours from the time a written notice is sent to their last known address, they will be considered to have voluntarily quit. In cases where accumulated service is broken, the employee shall, upon re-employment, be considered a new employee.

The rule of seniority shall govern for promotions within the staff provided that the qualifications and capabilities of the involved employees are approximately equal. The rule of seniority by classification shall govern in cases of reduction in staff, for any reason, provided that those employees remaining are capable and qualified to perform the work and that their qualifications are approximately equal to the employees who will be laid off. In all cases, the Hospital shall have the right and discretion to determine such capabilities and qualifications.

Employees shall be recalled to any vacancies in seniority order by scheduling classifications and shall be paid at the appropriate wage rate based on their tenure step excluding the time on layoff. No new applicants for openings will be considered until all qualified employees on the recall list have been offered re-employment in accordance with the provisions of this Section.

In those cases where the Hospital believes a layoff will last more than thirty (30) working days, two (2) weeks (ten (10) working days) notice of said layoff shall be given to the affected employees. If said layoff is expected to last less than thirty (30) working days or if the layoff is due to an emergency or due to circumstances that could not have been reasonably foreseen by the Hospital no notice will be required. If no notice is given and said layoff turns out to be more than thirty (30) working days, the Hospital shall pay the laid off employee the equivalent of their straight-time pay for the ten (10) working days prior to the layoff, provided, however, that no pay need be given in cases of layoffs of any duration which are due to emergencies or circumstances that could not have been reasonably foreseen by the Hospital.

Seniority may only be utilized as provided above if the employee is willing to accept the work offered by the Hospital.

A full-time or part-time benefited employee who is permanently laid off from the Hospital as a result of consolidation of services between the Hospital and another facility or due to an elimination of services offered by the Hospital shall be eligible to receive severance at his/her regular rate according to the following terms:

Years of Service with Hospital	Amount of Severance
0 through 3 years	2 weeks
4 through 8 years	4 weeks
9 through 14 years	6 weeks
More than 15 years	8 weeks

Severance shall be paid out in a lump sum at time of termination of employment. A covered employee who is offered and accepts another benefited position shall not be eligible to receive severance pay.

The parties recognize that the Hospital may experience changes that require temporary reductions in staffing. These reductions will be achieved by first asking for volunteers. If insufficient numbers of volunteers are realized, short-term mandatory reduction shall be instituted in accordance with the guidelines of the NCH policy on Hospital Requested Absence. If mandatory reduction of hours is requested in excess of sixty (60) consecutive days, the Hospital shall notify the Union, and the parties shall meet and confer before proceeding with any further reductions or layoff.

SECTION 12: RELIEF IN HIGHER CLASSIFICATION

An employee, designated by management, to perform the duties of a higher classification shall be paid retroactive to the first hour worked and thereafter not less than \$6.00 per hour while serving in the interim role.

SECTION 13: COMPENSATION (See Exhibit B)

Effective the start of the pay period following ratification of the contract (unless specified otherwise):

A. CLS classifications:

1. Implement new range for CLS and Technical Specialist Classifications:

Job Title	1	2	3	4	5	6	7 (3 years at prior step)	8 (12 years)
Senior Clinical Lab Scientist	48.45	50.87	53.42	56.09	58.89	60.66	62.48	64.35
Technical Specialist	51.08	53.63	56.31	59.13	62.09	63.95	65.87	67.84

2. Employees will move to the step in the grid that represents at least a 3% increase in their current pay and shall thereafter progress in the range in accordance with the Collective Bargaining Agreement. CLSes and Technical Specialists who are employed at the time of ratification and move on to the new scale shall progress annually so long as they meet the tenure requirements. CLSes and Technical Specialists who are currently at Step 9 shall not be required to wait three years at Step 6 before advancing to Step 7.

3. 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.

B. PT Classifications:

- 1. Change Step 9, tenure step, from 15 years of service to 12 years of service.
- 2. ATB Increase: Each employee will receive a 3% across-the-board (ATB) increase.
- 3. 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

C. Clinical Dietitian Classifications

- 1. Change Step 9, tenure step, from 15 years of service to 12 years of service.
- 2. ATB Increase: Each employee will receive a 1.5% across-the-board (ATB) increase and a 1.5% bonus (calculated based on hours paid in the prior 365 days before ratification).
- 3. Future increases:

- a) 1.5 % ATB Effective the first full pay period following first anniversary of ratification of contract and a 1.5% bonus (calculated based on hours paid in the prior 365 days before

ratification).

- b) 1.5% ATB Effective the first full pay period following second anniversary of ratification of contract and a 1.5% bonus (calculated based on hours paid in the prior 365 days before ratification).

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.

Step Increase Not Automatic

Step increases within a wage range shall not be automatic. They shall be based upon merit and shall be made only upon written approval of the employee's department manager as expressed in a completed performance evaluation with an overall rating of satisfactory (consistently meets standards) or better. Failure to complete a performance evaluation in a timely manner will not result in loss of salary for the employee.

Positions designated by the Hospital as "Float Positions" (those that are scheduled to provide coverage for vacations/leaves of absence/etc.), and whose incumbents may be assigned to work any shift, will receive a pay differential of one dollar (\$1.00) per hour for all hours worked. Such differential will be in addition to any shift or other differential an employee would otherwise receive under the terms of this agreement.

By mutual agreement, the parties may reopen this contract solely for the purpose of discussing salary equity comparison to prevailing rates and making any salary adjustments deemed necessary.

SECTION 14: FRINGE BENEFITS

A. HEALTH AND WELFARE BENEFITS

1. Health Plan Options and Other Employee Benefits

- a) Health Benefits.
 - i) Open Enrollment: The Hospital will conduct open enrollment on an annual basis with an effective date of January 1st 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 the difference of the cost between the EPO and PPO plans (buy up cost) when selecting the PPO health plan.

d) Effective January 1, 2021, implement the new Sutter Select EPO Plus and PPO 4-tier system. ,

Three Tier	Four Tier
EE Only	EE Only
EE + 1	EE + Spouse
	EE + Child(ren)
EE + 2 or More	EE + Family

e) Effective 1/1/2021, employees who qualify for medical benefit coverage but choose not to participate in the health insurance plan and who provide the Employer with proof of individual coverage under another insurance plan may receive a rebate as determined by the Hospital The amount of the rebate and terms for receiving it may be modified by the Hospital with 30 days' notice to the Union.

b) Dental and Vision Benefits

i) Dental and Vision: The Novato Community Hospital will provide the three (3) standard dental benefit plans offered by Sutter Health – DMO, Dental PPO, and Dental PPO Plus. Eligible employees may elect to cover themselves and their eligible dependents. The DMO plan shall be offered at no cost. Employees electing the Dental PPO and Dental PPO Plus plans shall pay 10% of the premium for employee only coverage and 25% of the premium for Employee + dependent coverages. _ Novato Community Hospital will provide all eligible employees covered by this agreement a basic Vision Plan. Employees will also have access to a buy-up vision plan with a cost share equal to the difference in cost between the Basic and Buy-Up plan.

ii) Effective January 1, 2021, implement the new Dental and Vision 4-tier system.

Three Tier	Four Tier
EE Only	EE Only
EE + 1	EE + Spouse
	EE + Child(ren)
EE + 2 or More	EE + Family

- iii) Dental and Vision, Benefits are available to all eligible employees who are employed at .5 FTE and above and according to the plan design.
- iv) Effective 1/1/2021, employees who qualify for dental benefit coverage but choose not to participate may receive a rebate as determined by the Hospital. The amount of the rebate and terms for receiving it may be modified by the Hospital with 30 days' notice to the Union.

c) Long-Term Disability

Eligible employees shall receive Employer-paid core long-term disability insurance in the amount 60% of pre-disability earnings, as defined by the certificate of coverage, up to a maximum monthly benefit of \$5,000 and a maximum benefit period of 5 years. An eligible employee may buy up the long term disability insurance that provides a benefit of 60% of pre-disability earnings up to a maximum monthly benefit of \$10,000 and a maximum benefit period to age 65 (or up to age 70 if the Employee is over age 60). The Employee pays premium for this insurance.

The Employee must work at least 40 hours per pay period to be eligible for core and buy up long term disability insurance. The eligibility waiting period for a new employee is the first day of the month following 30 days of hire.

New or newly eligible employees must complete the enrollment process to purchase buy up long term disability insurance within 60 days of becoming eligible. If the employee does not enroll by the 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to buy up long term disability insurance may also be made at open enrollment.

Certain benefit limitations apply. The terms and conditions of the coverage are set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.

d) Effective January 1, 2017, NCH will replace the current employer paid 10K life insurance with the following new 50K life insurance plan design:

Effective January 1, 2017, the Hospital shall provide each benefited employee with employer paid Basic Life and Accidental Death and Dismemberment coverage of fifty thousand dollars (\$50,000). Each benefit eligible employee may purchase supplemental life insurance for themselves, for a spouse/domestic partner and for dependent child (ren) as offered by the Hospital. A statement of good health may be required for supplemental life insurance coverage.

The Hospital's Group Life Insurance Plan will be offered to full-time and part-time benefited Employees on the first day of the month following 30 days after date of hire or change to a benefit eligible status.

The terms for participating in and coverage by the Hospital's life insurance program shall be governed by the Hospital's policies.

2) Right to Substitute Insurance Carriers

The Hospital has the right to substitute or modify in whole or in part the health insurance plans (medical, dental, life, vision, prescription), reduce, or eliminate certain benefits available under the plans, provided that the substituted or modified benefits shall be substantially equal. The Hospital will provide the Union no less than sixty (60) days written notice of any such substitutions or modifications and, upon the Union's request, shall meet to discuss alternatives with the Union during this period. If no agreement is reached with the Union during the sixty (60) day period following notification, the Hospital may implement its proposed changes. A grievance filed by the Union alleging that the benefits of the substituted or modified health insurance plans are not substantially equal shall be submitted to Step 4, subject to the time frames set forth within Section 24C3 of the Grievance Process. If the arbitrator selected from the panel designated in the contract is not available to commence the hearing of said grievance within the time period, the parties shall select another mutually agreeable arbitrator.

3) Flexible Spending Accounts:

Flexible Spending Accounts

Novato Community Hospital shall offer two flexible spending accounts, one for health care expenses and one for dependent care. All regular full-time and part-time employees who work 20 or more hours a week are eligible to enroll in Flexible Spending Accounts. New hires may enroll on the first day of the month following 30 days of continuous employment. All eligible employees may enroll during the annual open enrollment period (usually in November), with participation effective on the following January 1.

* 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.

B. PAID TIME OFF

PROCEDURE

A. PTO Bank, Accrual, and Pay

1. Full time, part time, and short hour employees are eligible to accrue PTO.
2. PTO hours begin accruing on the first day an eligible employee moves into an eligible status, according to the accrual table below:

Year of eligible service (Change processed at start of pay period) (26 pay periods in 1 yr)	Maximum Accrual per Pay Period
Less than 1 year	8
1st through end of 3rd year	9.54
4th through end of 8th year	11.08
9th year and above	12.62

3. PTO accrual rate is determined by the eligible employee's PTO-eligible years of service, as shown by the adjusted hire date in the Human Resources Information System.
4. PTO hours accrue each pay period, based on all hours paid, including overtime, exclusive of standby, call-back guarantee, and missed meal/break premiums. PTO is accrued based on a maximum of eighty (80) hours paid per pay period. Employees will continue to earn the above stated hourly PTO credits while on low census, provided their time card reflects low census hours.
5. PTO pay includes the employee's base hourly rate and applicable shift differential, if any.
6. PTO hours accrued in excess of three hundred and twenty-eight (328) hours will be subject to mandatory payout under Subsection C.

B. PTO Use

1. Employees may begin to request, schedule, and use accrued PTO hours immediately upon accrual. There is no waiting period. Employees may receive payment for approved time off as long as they have a sufficient amount of PTO time in their bank.
2. During the first four (4) months of employment, newly-hired employees assigned to departments that are not staffed on holidays will be allowed to have a temporary negative balance in their PTO bank and will be paid for the holiday if the employee was scheduled to work and the employee requests to use PTO. However, the negative balance is not to exceed the number of scheduled hours attributed to the holiday.
3. With any scheduled time off, the supervisor's approval is required in advance.
4. PTO hours are to be used for requested time off and for time off on recognized holidays, except as otherwise required by law or policy. Supervisors may in advance, at their discretion, approve unpaid scheduled time off for non-exempt employees not to exceed sixteen (16) hours for 8-hour, twenty (20) hours for 10-hour, and twenty-four (24) hours for 12-hour employees per calendar year.

5. Accrued PTO may be used at a rate not to exceed the employee's FTE status each pay period as shown in the Human Resources Information System, except in cases when the employee had used PTO for a scheduled workday and then was asked to work additional hours or shifts.
6. Any accrued, unused PTO hours will be paid out upon termination of employment. If termination is the result of Inter-Affiliate Employment, refer to the Inter-Affiliate Employment Policy.
7. Accrued PTO may not be used for an employee's last day of employment, unless applicable law provides otherwise. Employees must work their last day of employment. Inter-Affiliate transfers may use up to one week (40 hours) of accrued PTO to bridge their last day of actual work at the departing affiliate and the first day of employment at the hiring affiliate.

C. Mandatory PTO Payout

1. Employees who have accumulated PTO hours in excess of three hundred and twenty-eight (328) shall receive an annual payout down to three hundred and twenty-eight (328) hours on the first pay date in December.
2. PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any shift differential and subject to all applicable payroll taxes.
3. Employees do not receive pension credit for the hours paid out, but will receive pension credit for the compensation value.

D. Voluntary PTO Sell-Back

1. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a "sell-back" of PTO once per year. Employees can only request hours that would reduce the balance to no less than eighty (80) hours in their PTO bank at the time of the request.
2. Requested "sell-back" hours will be paid on the first pay date in April of each year.
3. The request must be submitted and acknowledged through the Employee Self Service (ESS) for final approval and delivery to the Payroll department. Payroll will review the request to determine if sufficient PTO hours are available to maintain a balance of eighty hours. All sell-back requests must be received by Payroll no later than the identified due date for the sell-back period.
4. PTO hours will be deducted from the employee's PTO bank. These hours will be converted to dollars based on the employee's current hourly rate including any shift differential. To ensure compliance with federal tax law, this amount will be subject to a six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.
5. Employees will not receive hours of service for pension plan purposes from any PTO sell-back. However, an employee will receive pension credit for the compensation value related to any PTO sell-back, excluding any applicable penalties/forfeitures.
6. PTO sell-back will be distributed via normal payroll distribution channels.

E. PTO Payment Due to Hardship

1. Hardship is an extreme financial hardship as a result of catastrophic events beyond the employee's control as defined in the Employer's PTO policy. The definition of hardship in the policy may be modified as required by law and is not subject to bargaining.
2. Employees who have a PTO bank balance of more than eighty (80) hours may be eligible to request a PTO payment due to hardship outside of the designated sell back period once every twelve (12) months.
3. The hardship PTO distribution may not be in excess of the verifiable amount of immediate financial need caused by the hardship.
4. Documentation substantiating the hardship will be required prior to approval.
5. Employees can only be paid PTO hours due to hardship in an amount that will maintain a balance of at least eighty (80) hours in their PTO bank.
6. Employees requesting PTO payment must complete a Request for PTO Payment Due to Hardship form and submit the form and supporting documentation to S3 Benefits. If approved, PTO hours will be deducted from the Employee's PTO bank. These hours will be converted to dollars based on the Employee's current hourly salary. The PTO hardship payout is subject to six percent (6%) penalty/forfeiture in addition to all applicable payroll taxes.

F. Donation of PTO Hours to an Eligible Employee Under Medical Emergency Circumstances

1. Medical emergency is a medical condition of the employee or an employee's family member as defined in the Employer's PTO policy. The definition of medical emergency in the policy may be modified as required by law and is not subject to bargaining.
2. Employees who have a PTO bank balance of more than eighty (80) hours are eligible to request a transfer of accrued PTO hours to another eligible employee at the same affiliate or legal entity who has experienced an unanticipated medical emergency. Employees may only contribute hours in an amount that will maintain a balance of eighty (80) hours in their PTO bank.
3. Prior to requesting PTO donations, an employee or designee must submit a Request for PTO Donation claiming a medical emergency.
4. An employee requesting to donate and transfer PTO hours to another employee should complete the Request to Donate PTO Hours form and submit it to HR for review and approval.
5. The receiving employee must have exhausted all forms of payment prior to receiving a PTO donation. Payroll will release donated PTO hours as needed each pay period. HR will notify donors of excess donated PTO hours that will not be used. Excess donations are not processed to the receiving Employee's PTO bank.
6. The donated PTO hours will be deducted from the donor employee's PTO bank as needed. (Note: The donor employee does not get pension credit for the hours or the compensation value of the donated PTO.) These hours will be converted to dollars based on the donor's current hourly

salary excluding any shift differential. Then these dollars will be converted back to the appropriate number of PTO hours based on the recipient employee's current hourly salary excluding any shift differential. (Note: The received PTO is included in the recipient employee's gross income when used. Therefore, the recipient employee will receive pension credit for both the hours and the compensation value of the donated PTO, up to certain limits established by federal tax law.) The donated PTO will be subject to taxes and appropriate withholdings when paid.

G. Use of PTO During Leave of Absence

1. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable elimination period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, the Hospital shall integrate accrued PTO with all applicable forms of wage replacement.
2. If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Hospital requires the use of accrued PTO.

C. VACATION AND VACATION/HOLIDAY SCHEDULING

Vacation requests shall be submitted by January 15 of each year and the tentative vacation schedule posted by March 15 of that year. Eligible employees will be given preference in the choice of their initial vacation periods on the basis of seniority, except for the Thanksgiving and Christmas holidays, which will be scheduled as described below. Senior employees who request and receive one or more weeks of continuous vacation during a calendar year shall not be entitled to exercise their seniority for subsequent or "second choice" requests until the first requests of less senior employees have been granted. Vacation requests shall be granted by established procedure as requested at the start of the calendar year. Subsequently, requests for time off will be handled on a first-come first-served basis, and granted as departmental staffing permits.

Except for unforeseen requests, requests for time off should be made (and are more likely to be granted) prior to the next schedule being posted. Requests to use PTO shall not be unreasonably denied.

Benefited employees may be required to work the Thanksgiving holiday every-other year. The number of benefited staff off on Thanksgiving will depend on other available staffing.

For the Christmas holiday period, a list will be maintained of benefit-eligible employees, giving priority for time off during this period on a rotating basis.

Up to two two-week requests from the two employees at the top of the list will be granted if requested.

If an individual chooses to take a one-week segment only, the other week will be made available as single day requests to other employees, in order of seniority (if left unused, multiple day requests may be granted).

An employee may waive his/her right to a vacation request during this holiday period, or may request isolated days only, and will retain his/her position on the holiday vacation list. Requests for isolated days during this period will be granted if staffing permits once the granting of one or two-week segments is completed.

A sign-up list for volunteers who wish to work holidays will be posted or otherwise distributed early in the calendar year. If there are an insufficient number of volunteers, holiday coverage will be assigned in inverse order of seniority, beginning with available per diem staff followed by benefited staff. No employee who is in orientation or still in training or is otherwise deemed unsuitable to work on a holiday shall be required to do so.

D. HOLIDAYS

The following holidays are recognized each year: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

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).

E. SHORT-TERM DISABILITY

Short-Term Disability (STD) Salary Continuation Benefits Program.

The purpose of the program is to provide an additional income benefit to complement state and/or federal wage replacement programs for employees during an approved leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.

1. Eligibility: Regular full-time and part-time employees are eligible for coverage. STD eligibility begins on the day immediately following the date the employee completes three (3) months in a full-time, or part-time, position, as long as the employee is in an active status with the affiliate and not currently in a leave status. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and apply for state and/or federal wage replacement programs (i.e. State Disability Insurance (SDI), Social Security (SS), Total Temporary Disability (TTD)), where applicable. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Salary Continuation.
2. Benefits provided:
 - a. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to approximately sixty-six and two-thirds (66-2/3) of their normal gross earnings when integrated with state and/or federal wage replacement programs.
 - b. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any state and/or federal wage replacement programs and any pay received from light duty work.
 - c. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable elimination period and to integrate PTO with other wage

replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, the Medical Center shall integrate accrued PTO with all applicable forms of wage replacement.

If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Medical Center requires the use of accrued PTO.

- d. PTO may also be used to supplement state and/or federal wage replacement programs and STD to provide income up to approximately one hundred percent (100%) of gross pay based upon FTE status. Payroll will automatically integrate PTO with the above benefits if the employee does not specifically designate on the Leave of Absence Request Form to not integrate PTO.
3. Calculation:
 - a. Day 0-3 (elimination period) will be unpaid under the STD benefit for occupational disabilities.
 - b. Day 0-7 (elimination period) will be unpaid under the STD benefit for non-occupational disabilities.
 - c. Day 8 (for approved STD claim for non-occupational disability) or day 4 (for approved STD claim for occupational disability) the employee will be paid the full salary continuation benefit less the maximum state and/or federal wage replacement or other anticipated income.
 - d. For purposes of this section, "days" are calendar days.
 4. Benefit Period: The maximum benefit period is one hundred and eighty (180) calendar days from the date the disability begins.
 5. Qualifying Period: Re-occurrence of the same disability within one hundred and eighty (180) calendar days of the onset of the original disability will be treated as a continuation of the original disability. The employee will not be subject to another elimination period; however, all time for the original period of disability will be counted in determining the remaining benefit period. Once an employee has exhausted all of his or her one hundred and eighty (180) calendar days of disability of STD benefit, the employee will not be entitled to additional STD pay for the same disability until he or she has returned to work in active status, for a period exceeding one hundred and eighty (180) calendar days.
 6. Legacy ESL— An employee with remaining ESL may use it in coordination with Short Term Disability after the elimination period.

F. BEREAVEMENT LEAVE

1. All full-time, part-time, and short hour employees are eligible for bereavement leave.
2. Employees who experience the death of a Family member or Relative/Extended Family Member and intend to request bereavement leave must notify their supervisor as soon as possible of their need for bereavement leave pay and time off. Management may request verification of death and/or relationship to the deceased.
3. In the event of the death of a Family member, employees may receive a maximum of three (3) days of bereavement leave pay. Including applicable shift differentials.
 - a. Family member shall include the following: spouse by marriage (not including common law marriage), registered domestic partner, parent, parent-in-law, child, grandchild, son-in-law,

daughter-in-law, grandparent and sibling, individuals for whom the employee is the legal guardian, or other relative as defined below in the employee's home. Step relationships are equal to blood relations and "great-grand" the same as "grand".

4. In the event of the death of a Relative/Extended Family Member, Employees may receive a maximum of one (1) day of bereavement leave with pay, including applicable shift differentials.
 - b. Relative/Extended Family Member shall include the following: aunt, uncle, niece, nephew, cousin, grandparent-in-law and sibling-in-law. Step relationships are equal to blood relations and "great-grand" the same as "grand".
5. Bereavement leave days do not need to be taken consecutively but need to be taken within two (2) weeks (14 consecutive calendar days) of either the service (e.g. funeral, internment, cremation, memorial, etc.) or death. Compensation will be provided to replace regularly scheduled workdays missed and are not considered hours worked for the purpose of calculating overtime. The two-week time may be extended at the discretion of management as an accommodation due including, but not limited to, religious, cultural or geographical reason(s).
6. Novato Community Hospital recognizes there may be a need for additional time off when a death occurs in the family and time is needed for the surviving family members to mourn the loss or when employees must travel extensively in order to make arrangements and/or attend funeral/memorial services. Additional time off – either Paid Time Off (PTO) or unpaid time off, where applicable, may be granted to the employee at the discretion of management.
7. Employees who are on Paid Time Off (PTO) when the death occurs are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu of PTO hours.
8. Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for bereavement leave pay. In such instances, bereavement leave pay will be paid in-lieu of PTO hours. Any bereavement pay the employee receives in-lieu of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the employee has chosen not to integrate PTO hours with disability payments, s/he is not eligible to received bereavement leave pay.

G. JURY DUTY

1. All full-time, part-time, and short hour employees are eligible for jury duty pay upon hire.
2. Employees who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled hours. Employees are required to provide proof of service to receive compensation.
3. Jury Duty Pay will be paid as base wages including applicable shift differential. Jury Duty hours are not considered hours worked for the purpose of calculating overtime.
4. An employee receiving a jury summons shall advise his/her supervisor as soon as possible, but no later than within three (3) days of its receipt.
5. To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Employees electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused

in advance by their supervisor. Employees who are on call and have not reported for Jury Duty are not eligible for Jury Duty Pay under this policy until they report for Jury Duty.

6. If an employee is scheduled to work the night shift the day before and/or the day they are scheduled for Jury Duty, s/he will be released from the schedule and eligible employees will receive Jury Duty Pay not to exceed the employee's regularly scheduled hours.
7. When an employee is required to serve on his/her scheduled days off, the employee will not receive Jury Duty Pay from the Hospital for those days.
8. Employees who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for and may request Jury Duty Pay. In such instances, Jury Duty Pay will be paid in-lieu-of PTO hours. Employees should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to participate in Jury Duty. Any Jury Duty Pay the employee receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short-Term Disability/Long-Term Disability carriers, if applicable. If the Employee has chosen **not** to integrate PTO hours with disability payments, s/he is not eligible to receive Jury Duty Pay.
9. An employee who has been selected and wishes to serve on a Civil Grand Jury that is voluntary in nature needs to provide advance notice and receive authorization from his/her supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is excluded from coverage under this policy.
If an employee is on Jury Duty for less than half of his/her shift, s/he should call his/her supervisor to find out whether s/he needs to return to work. The supervisor's decision will depend on a number of factors, including the time it takes the employee to get to work, length of shift remaining, and staffing. If the supervisor determines the employee doesn't need to return to work, the employee will receive Jury Duty Pay for the full shift. Supervisors have the option of excusing employees for the full shift in advance.

H. Medical Leave, Family Care and Pregnancy Disability Leaves of Absence

1. General Information
 - a. An employee who must be away from work more than seven (7) consecutive calendar days for a medical reason for the employee or a qualified family member shall apply for a leave of absence.
 - b. To request a leave of absence, the employee shall complete the online Request for Leave of Absence.
 - c. To the extent permitted by law, FMLA, CFRA, and MLOA shall run concurrently for non-work related injuries/illnesses and FMLA, CFRA, MLOA, and OLOA shall run concurrently for work-related injuries/illnesses. FMLA, CFRA, and PDL shall run concurrently as permitted by law.
2. Notice of Leave
 - a. The employee shall provide his/her supervisor at least thirty (30)-days prior notice of the need for a leave of absence. If this is not possible, notice shall be given as soon as practicable.
 - b. For elective or planned medical procedures where employees have flexibility for the timing of their medical treatment, employees shall consult with their supervisor regarding the dates of planned medical procedure to minimize disruption to operations.
 - c. When providing notice, sufficient information shall be provided to determine if the leave qualifies under this agreement and/or law, and shall include the anticipated start date and duration of leave.

3. Request for Leave and Certification
 - a. Requests for leave shall be supported by appropriate certification.
 - b. The Disability Department shall provide employees with the applicable certification requirements and forms.
 - c. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.
4. Pay During Leave
 - a. PTO, if available, may be used to supplement other wage replacement benefits to provide income up to approximately 100% of Pre-Disability Gross Earnings based upon FTE status.
 - b. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable Elimination Period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, or PDL. If the employee does not affirmatively decline using PTO, the Hospital shall integrate accrued PTO with all applicable forms of wage replacement. If the leave is not covered by FMLA/CFRA, or PDL, the Hospital requires the use of accrued PTO.
5. Medical Leave of Absence (MLOA)
 - a. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one or more of the essential functions of his/her job qualifies an eligible employee for an MLOA.
 - b. Full-time, part-time, short-hour, and per diem employees who have completed the Introductory Period are eligible for an MLOA.
 - c. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves of absence.
 - d. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrently with regulatory leaves that allow for intermittent leaves.
 - e. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted his or her MLOA under this provision, a leave may be provided on a case by case basis as a reasonable accommodation in accordance with the federal Americans with Disabilities Act (ADA) and similar state law.
 - f. If an employee takes an MLOA, returns to work and then returns to a medical leave of absence status, the leave is subject to the maximum limit.
6. Family Care Leave (FMLA/CFRA) and Pregnancy Disability Leave

FMLA/CFRA and PDL leaves of absence will be granted in accordance with applicable law. FMLA/CFRA shall be recorded in accordance with the twelve (12) month rolling period measured backward from the first date the employee commences leave under FMLA/CFRA.
7. Intermittent and Reduced Schedule Leave
 - a. An employee does not need to use leave under FMLA/CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.
 - b. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of his/her supervisor and IDAM.
8. Reinstatement/Return to Work

- a. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Hospital's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Hospital shall use its best efforts to return the employee to the same position, unit, and shift.
- b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
- c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

Health and Welfare Benefits During Leave

- a. The employee's current medical, dental, vision, life, and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- b. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
- c. During a leave of absence, the employee shall pay his/her share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave. -
- d. Where leave is taken for birth or adoption, the employee may enroll the child into the health plan within sixty (60) days of the child's date of birth or placement in order to obtain coverage. Failure to enroll the child within this time frame will result in lack of coverage and the employee shall not be allowed to enroll his/her child until the next open enrollment period.

Occupational Leave of Absence (OLOA)

1. General Information
 - a. An OLOA is a job-protected leave of absence provided for an employee who has sustained a work-related injury/illness on the job that prevents the employee from performing one or more of the essential functions of his/her job.
 - b. Employees are eligible for an OLOA if:
 - i. The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment while on the job;
 - ii. The employee's claim is open and accepted by the Workers' Compensation TPA;
 - iii. The period of absence is verified by the authorized primary treating provider as work-related;
 - iv. The employee has been released to temporary Modified Duty or Light Duty for the injury/illness in question, and the employee cannot be accommodated under ADA or the Connecting to Work Program.
 - c. An employee who must be away from work for more than three (3) consecutive calendar days for a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
 - d. To request an OLOA, the employee shall complete the online Request for Leave of Absence, which

can be accessed at MySutter Connection or by calling the Sutter Health Employee Line for help with accessing and completing the form.

- e. An OLOA may not be taken on an intermittent or reduced-schedule basis.
 - f. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.
2. Request for Leave and Certification
- a. Requests for leave shall be supported by appropriate certification.
 - b. The Disability Department shall provide employees with the applicable certification requirements and forms.
 - c. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.
3. Reinstatement/Return to Work
- a. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift s/he held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Hospital's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded twelve (12) months, the Hospital shall use its best efforts to return the employee to the same position, unit, and shift.
 - b. An employee returning from a leave due to his/her own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
 - c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

Health and Welfare Benefits During Leave

- a. The employee's current medical, dental, vision, life, and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
- b. Employees should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
- c. During open enrollment, an employee on a leave shall be provided appropriate information on how to process his/her benefit selections.
- d. During a leave of absence, the employee shall pay his/her share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health Employee Line for information about premium payments while on leave.

Personal Leave of Absence (PLOA)

- 1. All full-time, part-time, short-hour, and per diem employees who have completed one year of employment from their Anniversary Date are eligible for PLOA. Temporary and employees are not eligible for a PLOA.

2. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or state/federal leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent incarcerated.
3. A PLOA may be granted for a minimum of seven (7) days, up to a maximum of two (2) months, with one extension for up to a maximum of three (3) months total time off. An employee may be granted a PLOA one (1) time per rolling twelve (12) month period, measured backward from the date the employee commences leave. A PLOA may not be taken on an intermittent or reduced-schedule basis.
4. Accrued PTO must be used while an employee is on PLOA.
5. Employees should provide the supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA shall complete the online Request for Leave of Absence.
6. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department.
7. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and employer portions) for any full pay period during which an employee has been placed in a PLOA status code. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.
 - a. The Hospital shall continue to pay the employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying his/her portion of the premium, if applicable.
 - b. Retirement benefits shall accrue in accordance with the rules set forth in the Sutter Health Retirement Plan Document, as amended.
 - c. Employees shall not accrue additional benefits during PLOA, except as may be provided for by the terms and conditions of a particular employee benefit plan.
8. Employees returning from an approved PLOA shall be reinstated in the same job classification held prior to the PLOA, including the department and shift, unless mutually agreed to otherwise in writing.
9. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

Transitional/Modified Duty

The Union and the Hospital agree that employees who suffer an industrial or non-industrial injury or illness should be returned to work (even in a transitional role) as soon as medically feasible. The union acknowledges that it may not be possible to accommodate all injured employees in a transitional or modified duty role. If an employee declines an offer of modified work through the Connecting to Work program, the employee understands that he/she will not be eligible to receive Total Temporary Disability or ESL during the balance of the leave.

I. EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT

EDUCATION LEAVE

- I. Full-time and Regular Part-time employees shall earn time off with pay to participate in optional outside or in-house courses, institutes, workshops, self-teaching programs or classes of an educational nature. Educational leave will be granted provided:
 - a. The requesting employee applies in advance to the Hospital in writing, specifying the course, institute, workshop, self-teaching program or class they wish to attend and that no less than twenty-one (21) days advance notice be given; and
 - b. Employees obtain permission from the Department Manager to attend; and
 - c. The employee offers proof that the requested program is job-related, which can include job-related Continuing Education/Re-Licensure programs; and Proof of attendance and completion is submitted by the employee to the Hospital. Claim for payment must be made within sixty (60) days of attendance or payment will be forfeited; and
 - d. Such leave shall not interfere with staffing or scheduling. The Hospital will not unreasonably deny permission for such educational leave; and
 - e. Following completion of the probationary period, eligible employees shall be entitled to leave with pay each year for professional education as follows:
 - i. Full-time employees shall be entitled to five (5) days (40 hours) leave with pay per year. This leave shall be available at the beginning of each calendar year, and shall not carry over into the following year.
 - ii. Regular part-time employees shall be entitled to a pro-rated paid educational leave up to a maximum of the equivalent pro-rated total.
 - iii. Educational leave shall accumulate based on the calendar year (January-December), and on a pro-rated basis for those months during the first year of employment following a January hire date.

If the Hospital requires an employee to attend any educational or informational program(s), such time will not be charged against the employee's accrued educational leave. Time spent in in-service education programs or meetings shall be compensated at the straight-time base rate of pay. Employees shall be compensated at their straight-time base rate of pay, minimum of two (2) hours, for off-duty attendance at meetings or training sessions required or authorized by the Hospital.

2. Management will make reasonable efforts to provide cross-training to interested employees.

TUITION REIMBURSEMENT

1. All full-time and part-time employees who have successfully completed their introductory period are eligible for Tuition Reimbursement.
2. The maximum tuition reimbursement that an Eligible Employee, including Eligible Employees employed at multiple Sutter Health Legal Entities, may receive is \$2,500 per calendar year. Approved requests for tuition reimbursement will be reimbursed at one hundred percent (100%) of covered expenses, up to the calendar year maximum.
3. Eligible courses include courses that appear likely to lead to improvement in skills and knowledge in the employee's present job or reasonable potential advancement to a higher skill level or position. The course of study must be offered through accredited institutions, including, but not limited to colleges, universities, and business/technical/or vocational schools. In addition, other courses that are eligible for reimbursement include: Graduate Equivalency Degree (GED) courses from an accredited institution and English as a second language (ESL) course from an accredited institution.
4. Excluded from tuition reimbursement are seminars, conferences, and workshop. Course work or other education involving sports, games, or hobbies are also not eligible for reimbursement under this policy, unless that course work or education is related to the affiliate's business or required as part of the employee's degree program. It is not the intent of this benefit to provide or guarantee accumulation of continuing education credit. Course work must not conflict with the employee's work schedule, including overtime and standby requirements, if any (unless otherwise approved by an employee's supervisor).
5. Covered expenses include tuition fees, lab fees, registration fees, and costs of required books. Covered expenses shall not include the costs of commuting, parking, application fees, ID fees, graduation fees, archive fees, deferred payment fees, late fees, entrance exams, expenses for miscellaneous school supplies and materials, expenses for uniforms, expenses for books that are not required by the course syllabus, expenses for graphing calculators, laptop or other computers, printers, any other specialized equipment, mail-in registration fees, fees for non-residents that have not been previously approved by the Employer, any other special or non-recurring fee, costs for meals, or costs for lodging that are incurred by an employee and are incidental to the taking of an eligible course.
6. Employees desiring tuition reimbursement shall complete the tuition reimbursement form and submit the completed form to their supervisor for approval at least three (3) weeks prior to the starting date of the course(s). If the tuition reimbursement request is denied, the employee is responsible for all costs. Costs for fees and books should be estimated on the tuition reimbursement form. The supervisor shall review the request and confirm or deny course eligibility. If approved, the supervisor shall sign and return the form to the Eligible Employee. A new request shall be completed for each semester or similar period of study. Should an employee use all funds available in a calendar year, no further benefit will be paid even if a Tuition Reimbursement Request has previously been filed and approved.
7. To receive reimbursement for an approved course, the employee must remain an eligible employee for two (2) weeks beyond the last day of instruction. Employees shall submit the following items to S3 Benefits no later than four (4) months after the course has been completed including any required exams (however, if the course is for the fall semester and it is the employee's desire to have the costs applied to the current year's maximum tuition reimbursement, they need to be submitted by the first Friday in December of the current year). It is the employee's responsibility to ensure documentation is received accordance with the required timelines.

- a. A copy of the approved Tuition Reimbursement request form;
 - b. A canceled check or official receipt of payment made for tuition, allowable fees and receipts for books;
 - c. The official record indicating an acceptable grade (C or above) or satisfactory completion; or, for fall semester classes, a Projected Grade Letter form completed by the instructor(s) with the employee's anticipated grade. The Projected Grade Letter form is available through the MySutter Connection portal
8. Paid tuition reimbursement is applied toward the benefit amount available for the calendar year in which the expense reimbursement is paid to the employee, i.e. an employee who begins classes in the fall semester but submits the grades and receipts in January of the following year will have that amount counted against the calendar year in which the expenses are reimbursed. Employees are encouraged to submit these documents as early as possible for courses that end late in December. If an employee is taking a class in the fall through the Tuition Reimbursement program and wants the benefit allocated in the same calendar year, s/he must submit the tuition reimbursement request by the first Friday in December of the current year (see above).

SEMINARS AND CONFERENCES

A. Eligible Seminars and Conferences

1. An Eligible Employee's supervisor will determine whether a seminar or conference is appropriate for an Eligible Employee to attend under this policy considering, among other factors, whether the seminar/conference assists the Eligible Employee to:

- a. Maintain or enhance skills, knowledge and competencies relevant to the Eligible Employee's position;
- b. Become knowledgeable regarding changing practices relevant to the Eligible Employee's position;
- c. Specialize within a job function; and/or,
- d. Obtain continuing education credits for a license/certification relevant to the Eligible Employee's position.

2. The conference or seminar courses should be short-term (less than one week) and not count towards obtaining a degree (BA, BS, MBA, etc.) or certification (PMP, PHR, CCRN, RNC, AART, etc.). Courses counting towards a degree or certification may be covered under the *Tuition Reimbursement section above*.

B. Hours Worked

Attendance at approved seminars/conferences and related travel by Eligible Employees under this policy may constitute hours worked. Non-exempt employees attending approved seminars/conferences under this policy must, in advance of attendance, consult with their supervisor and/or Human Resources to confirm whether their attendance and related travel shall constitute hours worked. The supervisor and/or Human Resources shall in all cases make the determination of whether an employee's attendance shall constitute hours worked, and must do so in accordance with all applicable wage/hour

policies. In the event that attendance at an approved seminar/conference or related travel does constitute hours worked, non-exempt employees are required to accurately record all such hours worked in Kronos.

C. Eligible Expenses

Subject to advance supervisor approval, Eligible Employees may receive reimbursement for seminar/course registration/fees, reasonable travel and meals, and other fees in accordance with the *Reimbursement of Business Expenses Policy*.

D. Supervisor Approval and Additional Considerations

1. Eligible Employees must obtain their supervisor's approval to attend a seminar/conference prior to the start of the seminar/conference, if feasible at least two (2) weeks prior to the seminar/conference. The supervisor's approval is subject to the following criteria, among others in the supervisor's discretion:

- a. Employee and course eligibility requirements;
- b. The merit of the program;
- c. Budget funds available; and,
- d. The department's ability to sustain the Eligible Employee's short-term absence without adverse impact to operations.

2. Eligible Employees must be in eligible status at the start of the seminar/conference in order to attend a seminar/conference under this policy.

E. Reimbursement

1. Eligible Employees are expected to submit their expense reimbursement request and proof of attendance through the current expense reimbursement technology for approved expenses no later than six months after completion of the seminar/conference.

2. Reimbursement approvals must be consistent with the *Reimbursement of Business Expenses Policy*.

SECTION 15: RETIREMENT PLANS

A. Pension Plan

Employees are eligible to participate in the Sutter Health Retirement Plan ("SHRP"), under the terms set forth in the SHRP plan document. All eligible employees shall be afforded a one-time, irrevocable election between the "traditional" pension design and the "enhanced cash balance" design, as provided for by the terms of the SHRP. Modifications may be made to the SHRP pursuant to the terms of the SHRP, but any such modification shall not have retroactive effect so as a) to deprive any employee of any benefit already vested under the terms of the SHRP, or b) to

deprive any employee of any benefit to which such employee was entitled under the SHRP by reason of contributions made prior thereto. However, any modification covered by subsections (a) or (b) of this section is authorized if such modification is necessary to conform the SHRP to, or to satisfy the conditions of, any law, government regulations or rulings, or to permit the SHRP to meet the requirements of Internal Revenue Code Sections 401(a) and 501(a), or any similar statutes enacted in lieu thereof. The parties agree that neither the Hospital's modification to the plan nor the effects of such modification is subject to the Grievance and Arbitration provisions of this agreement. Upon either parties' request, the Union and the Medical Hospital shall agree to meet and confer regarding the effects of changes to the plan prior to implementation of the changes.

Dispute Resolution

Except as provided herein, the SHRP Plan Document provides a detailed description of the SHRP provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the SHRP Plan Document

B. Retiree Health Care Account

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

Eligibility

For all regular full-time and part-time employees, who, at the time of retirement, are at least fifty-five (55) years of age and have both at least ten (10) years of service and at least five (5) years of continuous service in a benefited position upon meeting the RHCA's eligibility requirements. Eligible employees will receive one thousand dollars (\$1,000) credit for each year of eligible service up to a career maximum; 1,000 hours within a calendar year = 1 year of service.

1. Account Value

Retirement Age	Career Maximum in Account
55-59	\$20,000 (e.g., 20 years of eligible service)
60+	\$25,000 (e.g., 25 plus years of eligible service)
65+	\$30,000 (e.g., 30 plus years of eligible service)

2. Governing Document

Where the parties' Agreement is silent to some aspect of the RCHA, the relevant plan document, as amended, shall govern. Any such plan amendment(s) will not decrease the benefit of the RHCA plan to members of the bargaining unit.

C. 403(b)

Full-time, part-time, short hour and per diem employees are eligible to participate in the Hospital's 403(b) Retirement Plan under the terms set forth in the plan document. The Hospital shall have the

right unilaterally to modify this plan, but any such modification shall not affect the vested benefits, if any, of any employee.

The parties agree that neither the Hospital's modification to the plan nor the effects of such modification is subject to the Grievance and Arbitration provisions of this agreement. Upon either parties' request, the Union and the Hospital shall agree to meet and confer regarding the effects of changes to the plan prior to implementation of the changes.

SECTION 16: MEDICAL EXAMINATION

Medical examinations may be required at any time after the post-offer/pre-employment examination. The cost of such examination shall be borne by the Hospital, in accordance with its practice. If the examination reveals suspicious findings, the employee will be directed to their own personal physician or a physician of the Hospital's choosing for medical clearance at the expense of the employee in question. In addition, annual health screening, including a PPD skin test will be required each year and shall be provided by the Hospital at no cost in accordance with its practice.

SECTION 17: PROBATIONARY PERIOD

The first 520 hours of employment constitutes the probationary period. During the probationary period, employees covered by this Agreement may be dismissed without recourse to the grievance or arbitration provisions of this Agreement.

The parties may mutually agree to extend an employee's probationary period for up to an additional 520 hours on a case-by-case basis.

SECTION 18: JOB POSTING

All staff positions covered by this Agreement which are to be permanently filled shall be posted for a period of five (5) working days in the appropriate location before outside applications are considered. Where qualifications are approximately equal in the judgment of the Hospital, seniority will be the determining factor. The Hospital shall make its best effort to notify by U.S. Mail, any employee on sick leave or vacation who has provided a current written request to Human Resources for such notification of staff job postings.

SECTION 19: WORK STOPPAGES

There shall be no strikes, work stoppages, slowdowns, interruptions or interferences with the work of the Hospital or its employees by the Union or by any employee or group of employees for any reason whatsoever. The Hospital shall not lock out during the term of this Agreement.

SECTION 20: UNION REPRESENTATIVE VISITATION

The Hospital shall allow representatives of the Union to visit the Hospital at all reasonable times to ascertain whether the Contract is being observed and to assist in adjusting grievances. The Union representative shall make his/her presence known to a designated representative of the Hospital prior

to proceeding into the Hospital and the employees shall not be unduly interrupted while in the workplace.

SECTION 21: WRITTEN WARNINGS

A written warning is a document designated as such by the Hospital. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of Section 24, Grievance Procedure, but the time limit for presenting a written grievance in Step 2 shall be 20 calendar days from the date of employee's receipt.

SECTION 22: RIGHT TO REPRESENTATION

Any ESC represented employee who is required to attend a disciplinary meeting shall have the right to have a qualified representative of the Union (as certified by the Union to act as such representative) present at said meeting if the employee so requests. In this respect, the Hospital will comply with the Weingarten rule.

If the employee requests representation by the Union representative and said disciplinary meeting is held during the representative's on-duty hours, said representative shall be released from duty to attend such meeting with Hospital Administration. If said meeting cannot be scheduled during the representative's duty time, said representative may attend but shall not receive compensation for his/her attendance.

The Hospital shall advise employee in advance of a requested meeting if the Hospital expects that discipline may be imposed during that meeting.

SECTION 23: COMPLAINTS

- A. Experience shows that nearly all the questions which arise under this Agreement can be settled without following the formal grievance procedure. If any employee believes he or she has any claim or complaint, it is recommended that he or she talk it over first with his or her supervisor. However, this is not required. If he or she prefers, the employee may first consult with the Union official. It will not be considered an unfriendly act for an employee to consult with any Union official or to present a claim or complaint. There will be no retaliation against any employee for doing any of these things.
- B. If an employee has any complaints which he or she thinks have not been properly considered by his or her supervisor, it is agreed he or she has the right of conference on the subject with the Manager of Human Resources of the Hospital or his/her designated representative. At this conference, the employee may be accompanied by a Union official.

SECTION 24: GRIEVANCE PROCEDURE

A. EMPLOYEE GRIEVANCE

1. **Processing Grievances in Good Faith.** The Hospital and the Union agree that it is in everyone's best interest to address grievances in a timely, professional and ethical manner. To this end, the parties agree to full and timely production and disclosure of information relevant to a grievance. It is agreed that when information is deemed relevant to investigate and/or process a grievance by the Hospital or the Union, that such information will be furnished to the requesting party as soon as reasonably possible. This section shall not be interpreted to impose an obligation on the Hospital broader than that already imposed by the National Labor Relations Act.

2. If an employee or the Union has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, including a discharge case, it shall be taken up in this manner:

- a. **Step 1.** The employee or the Union Representative (Union Staff Representative or Shop Steward) may first confer with the department head or with such other person as the Hospital may designate and attempt to settle the matter within 30 days of the incident aggrieved.
- b. **Step 2.** If the grievance or complaint is not thus settled, it shall be set forth in writing by the Union and submitted to the Hospital. (See Paragraph C – Time Limits) The Union Representative (Union Staff Representative or Union steward) shall then meet with the designated NCH representative, and attempt to settle the matter. In making such an attempt, there shall be a full and frank disclosure by both the Hospital and the Union of their position with respect to the grievance, including the supporting rationale for the position taken. The Hospital shall indicate its final Step 2 response as to the granting or denial of the grievance in writing, within 21 calendar days of that meeting.

If the Hospital has a grievance or complaint concerning the interpretation or application of the terms of this Agreement, it shall be set forth in writing and submitted to the Union. The NCH designated representative shall then confer with the authorized representative of the Union and attempt to settle the matter.

If the Employee or the Union is still not satisfied with the reply in Step 2 above, s/he may, within 20 calendar days from the date of the reply at Step 2, present a written demand to the Human Resources Manager or designee that the grievance be heard at Step 3. The Human Resources Manager or designee shall hear the grievance within 20 calendar days after receipt of the written demand, and will provide the Employee and/or the Union a written finding within 15 calendar days following his/her hearing of the grievance

3. **LIMITATION.** Settlements reached by shop stewards in Step 1 and Step 2 of this Grievance Procedure, in the absence of a Union Staff Representative, shall not establish a precedent or practice for future cases unless by specific agreement. Such agreement must be reduced to writing, stating that the settlement may be used as a precedent in future cases and signed by a Union Staff Representative and the Hospital.

B. ARBITRATION

1. Step 4. If any such grievance or complaint has not been settled by any of the procedures described, the question may, at the request of either party, be submitted to arbitration by an arbitrator to be selected by the representatives of the Hospital and the Union. The award of the arbitrator shall be final and binding on all concerned. The arbitrator may award damages for any breach of this contract; but no such award of damages shall be made for any period earlier than the date when the subject of the grievance or complaint was first filed in writing. The Hospital and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitral proceeding, but not including compensation of costs of representation, advocacy or witnesses for either party.
2. In order to expedite the grievance process, grievances involving discipline, (except terminations and other matters (including terminations) by mutual agreement shall be heard by a Federal Mediator. The Federal Mediator shall be available on a regular basis to hear all properly referred cases. The following procedures and guidelines shall apply to grievances heard under this section:
 - a) The Federal Mediator shall issue his/her recommendation promptly. The parties agree to be bound by the recommendation(s) of the Mediator. The parties will be responsible for memorializing the proceeding and the Mediator's recommendation.
 - b) Neither the Union nor the Hospital will retain outside legal counsel to represent it during the mediation.
 - c) There shall be no transcripts of the-proceeding and no written briefs.

C. TIME LIMITS

1. No grievance or complaint shall be considered unless timely filed in writing within thirty (30) days of the alleged occurrence thereof; and presented in writing at Step 2 within 15 days of the filing.
2. A grievance shall not be considered at any subsequent step unless it is moved to the next step, in writing, within fifteen (15) calendar days of the conclusion of the previous step. No grievance shall be considered timely in arbitration or mediation unless the demand is presented by a party in writing to the other party within fifteen (15) calendar days of receipt of the other party's Step 3 response. Unless otherwise agreed in writing, the Step 3 meeting is presumed to have adjourned at the end of the day of its meeting.
3. The representatives of the Hospital and the Union shall select an arbitrator or mediator and commence discussion of scheduling, but no later than thirty (30) days after the request for arbitration or mediation has been made. The parties shall inform the selected arbitrator or mediator of their intent to have the matter heard promptly.

D. POWER OF ARBITRATOR

The arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

E. EMPLOYEE'S PERSONNEL FILES

With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement, and on the employee's written authorization, the Union Field Representative or Shop Steward may inspect and record relevant material in the employee's personnel file upon which the Hospital is or will be relying.

F. EMPLOYEE PARTICIPATION

The Hospital and the Union agree that employees should be free to participate on behalf of any party in all steps of the Grievance and Arbitration Procedure and should be free from recriminations from either side for so doing.

SECTION 25: DISCIPLINE & DISCHARGE / NO DISCRIMINATION FOR UNION ACTIVITY

The Hospital shall have the right to discipline and discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or activity.

SECTION 26: OPERATION OF AGREEMENT

No employee will suffer a reduction in salary, benefits, or conditions of employment through the implementation of this Agreement.

SECTION 27: SALE OF THE HOSPITAL

In the event the Hospital is sold, transferred, or conveyed to other parties, the Hospital agrees that it will follow all applicable laws concerning the status of the wages, hours, and other terms and conditions of employment of all employees subject to this Agreement who are currently employed. It is the intent of the parties to this Agreement that it shall remain in force and effect for its term, notwithstanding any sale or transfer by the Hospital to any other entity. The Hospital may not use any sale, transfer or other mechanism to evade the terms of this Agreement.

SECTION 28: INTER-AFFILIATE EMPLOYMENT

The Hospital shall recognize voluntary transfers to or from affiliated institutions in the Sutter Health system. Once an employee transfers to the Hospital, his/her system-wide "adjusted service date" for benefits purposes only will be recognized by the Hospital. For a reduction in force, recall or bidding, only Hospital seniority shall be used. An inter-facility transfer shall not result in the displacement or the reduction in hours of any employee in the bargaining unit.

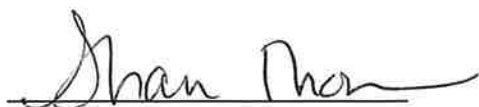
SECTION 29: TERM OF AGREEMENT

This Agreement shall be for a three (3) year term from the date of ratification (December 31, 2019 to December 31, 2022).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____

For Novato Community Hospital:

For Engineers & Scientists of California



Shannon Thomas, CAO and CNE
Novato Community Hospital



Lis Fiekowsky, Union Representative
Engineers and Scientists of CA, IFPTE Local
20, AFL-CIO



Erin Vilorio, HR Manager
Novato Community Hospital



Patti Pritchard
Technical Specialist



Dayna Kohfeld
Technical Specialist



Diane Kent
Clinical Specialist



Sari Bornstein
Clinical Dietitian


President



Exhibit A - PER DIEM/SHORT HOUR AGREEMENT

_____ DEPARTMENT

I UNDERSTAND AND AGREE THAT:

1. Novato Community Hospital Per Diem/Short Hour employees work either on the basis of covering for peak periods, illness, vacation relief, holidays, unplanned occurrences, or other staffing needs, or are regularly-scheduled to work less than ½ time.
2. The Hospital does not guarantee definite hours of employment.
3. I will be available to work at least one of the following holidays:
Thanksgiving Christmas New Year's Day

In addition, I will be available to work one or more of the following holidays:
Presidents' Day Memorial Day Independence Day Labor Day ML King, Jr. BD

Time and one-half the regular rate of pay will be paid to Per Diem/Short Hour personnel who are scheduled by the Hospital to work on an observed holiday.

4. I must have a telephone and be able to receive and return calls **promptly**. The hospital may call me on short notice to work extra shifts when needed and I will respond with a return call as soon as possible (I understand I am not required to work on short notice but I am obligated to respond to the phone call). If my phone is disconnected, I understand my employment may be terminated. I will immediately notify my Department Manager of any changes to my telephone number (including pager or cell phone) and address, and indicate the primary number for use.
5. I will provide notice of availability to my Department Manager at least three (3) weeks before the applicable scheduling period.
6. If there is any change in my availability as stated below, I must complete and submit a new Per Diem/Short Hour Agreement to my Department Manager for approval. Should a change in my availability not meet the needs of the department, my employment with Novato Community Hospital may be terminated.
7. I am available to work _____ days per week on the following day(s) shift(s):

Monday	Day _____	Evening _____	Night _____
Tuesday	Day _____	Evening _____	Night _____
Wednesday	Day _____	Evening _____	Night _____
Thursday	Day _____	Evening _____	Night _____
Friday	Day _____	Evening _____	Night _____
Saturday	Day _____	Evening _____	Night _____
Sunday	Day _____	Evening _____	Night _____

Novato Community Hospital
Per Diem/Short Hour Agreement

8. If I sign-up for a scheduled shift and then fail to show up without pre-arranging alternate coverage approved by the department head, disciplinary action up to and including termination may result.
9. As a Per Diem/Short Hour employee, I may designate up to six weeks per calendar year that I will be unavailable for assignment. Such notice of unavailability shall be given at least three (3) weeks before the applicable pay period and will be approved at the discretion of the Department Manager.
10. I will attend mandatory hospital meetings, i.e. Safety Orientation and annual Performance Evaluations, and will comply with Employee Health and all other Hospital requirements. Failure to comply with all hospital annual requirements that are also required of benefit-eligible staff (e.g. TB testing, HealthStream) will result in suspension and/or termination.

I have read and agree to the above conditions of employment for Per Diem/Short Hour personnel and understand that failure to comply may result in the termination of my employment with Novato Community Hospital.

Signed:

Employee

Date

Approved:

Department Manager

Date

cc: Personnel file (HR), Department file, Employee

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EXHIBIT B
ENGINEERS AND SCIENTISTS OF CALIFORNIA
SALARY GRADES AND RANGES
 EFFECTIVE January 5, 2020

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (after 2 years at step 6)	Step 8 (after 3 years at step 7)	Step 9 (15 years of service)
Clinical Dietician	41.18	43.19	45.36	47.75	50.62	52.65	53.71	54.78	55.87
Physical Therapist	45.36	47.58	50.48	52.51	55.13	57.88	59.04	60.23	62.45
Lead Physical Therapist	47.63	49.97	53.01	55.13	57.88	60.77	62.00	63.22	65.57

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (after 3 years at step 6)	Step 8 (12 years)
Senior Clinical Lab Scientist	48.45	50.87	53.42	56.09	58.89	60.66	62.48	64.35
Technical Specialist	51.08	53.63	56.31	59.13	62.09	63.95	65.87	67.84

ENGINEERS AND SCIENTISTS OF CALIFORNIA
SALARY GRADES AND RANGES
 EFFECTIVE January 3, 2021

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (after 2 years at step 6)	Step 8 (after 3 years at step 7)	Step 9 (15 years of service)
Clinical Dietician	41.80	43.84	46.04	48.47	51.38	53.44	54.52	55.60	56.71
Physical Therapist	46.72	49.01	52.00	54.09	56.79	59.62	60.81	62.04	64.33
Lead Physical Therapist	49.06	51.47	54.60	56.79	59.62	62.60	63.86	65.12	67.54

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (after 3 years at step 6)	Step 8 (12 years)
Senior Clinical Lab Scientist	49.91	52.40	55.02	57.77	60.66	62.48	64.36	66.28
Technical Specialist	52.61	55.24	58.00	60.91	63.95	65.87	67.85	69.88

ENGINEERS AND SCIENTISTS OF CALIFORNIA
SALARY GRADES AND RANGES
EFFECTIVE January 2, 2022

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (after 2 years at step 6)	Step 8 (after 3 years at step 7)	Step 9 (15 years of service)
Clinical Dietician	42.43	44.50	46.73	49.20	52.15	54.24	55.34	56.44	57.57
Physical Therapist	48.12	50.48	53.56	55.71	58.50	61.41	62.64	63.90	66.26
Lead Physical Therapist	50.53	53.02	56.24	58.50	61.42	64.48	65.78	67.08	69.57
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (after 3 years at step 6)	Step 8 (12 years)	
Senior Clinical Lab Scientist	51.41	53.97	56.67	59.51	62.48	64.36	66.29	68.27	
Technical Specialist	54.19	56.90	59.74	62.74	65.87	67.85	69.89	71.98	

EXHIBIT C
SHIFT AND PER DIEM DIFFERENTIALS
FOR EMPLOYEES EMPLOYED PRIOR TO SEPTEMBER 14, 2012

ESC EMPLOYEES

Job Title	Base Rate	Shift 2 Amount	Shift 3 Amount	PER DIEM
Physical Therapist	\$47.97	\$5.76	\$9.59	
Senior Clin Lab Scientist	\$47.89	\$5.75	\$9.58	
Technical Specialist	\$50.09	\$6.01	\$10.02	
Technical Specialist	\$49.11	\$5.89	\$9.82	

Per Diem

Clinical Lab Scientist	\$42.36	\$5.08	\$8.47	\$10.59
Senior Clin Lab Scientist	\$47.89	\$5.75	\$9.58	\$11.97
Senior Clin Lab Scientist	\$46.95	\$5.63	\$9.39	\$11.74
Senior Clin Lab Scientist	\$46.01	\$5.52	\$9.20	\$11.50
Senior Clin Lab Scientist	\$44.50	\$5.34	\$8.90	\$11.13
Clinical Dietician	\$42.12	\$5.05	\$8.42	\$10.53
Clinical Dietician	\$31.30	\$3.76	\$6.26	\$7.83
Physical Therapist	\$41.02	\$4.92	\$8.20	\$10.26
Physical Therapist	\$44.79	\$5.37	\$8.96	\$11.20

SHIFT AND PER DIEM DIFFERENTIALS
FOR EMPLOYEES HIRED ON OR AFTER SEPTEMBER 14, 2012

Job Title	Shift 2 Amount	Shift 3 Amount	PER DIEM
Clinical Lab Scientist	\$4.00	\$6.00	\$10.00
Senior Clinical Lab Scientist	\$4.00	\$6.00	\$10.00
Technical Specialist	\$4.00	\$6.00	\$10.00
Clinical Dietician	\$4.00	\$6.00	\$10.00
Physical Therapist	\$4.00	\$6.00	\$10.00

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.