

AGREEMENT BETWEEN

NOVATO COMMUNITY HOSPITAL

AND

ENGINEERS AND SCIENTISTS OF CALIFORNIA

LOCAL 20 OF THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS

(IFPTE, AFL-CIO AND CLC)

April 14, 2016 – April 13, 2019

Table of Contents

SECTION 1: RECOGNITION	1
SECTION 2: COVERAGE.....	1
SECTION 3: ADMINISTRATIVE AND MANAGEMENT RIGHTS	1
SECTION 4: MEMBERSHIP	2
SECTION 5: TENURE AND PROMOTION.....	2
SECTION 6: PREVIOUS EXPERIENCE.....	3
SECTION 7: EMPLOYEE SCHEDULING AND CLASSIFICATIONS	3
SECTION 8: STANDBY AND CALL-BACK.....	4
SECTION 9: WORK SCHEDULE AND OVERTIME.....	4
SECTION 10: SHIFT DIFFERENTIAL	6
SECTION 11: SENIORITY AND LAYOFFS	6
SECTION 12: RELIEF IN HIGHER CLASSIFICATION.....	8
SECTION 13: COMPENSATION (See Exhibit B).....	8
SECTION 14: FRINGE BENEFITS	9
SECTION 15: PENSION PLAN.....	18
SECTION 16: MEDICAL EXAMINATION.....	20
SECTION 17: PROBATIONARY PERIOD.....	20
SECTION 18: JOB POSTING.....	20
SECTION 19: WORK STOPPAGES	20
SECTION 20: UNION REPRESENTATIVE VISITATION.....	21
SECTION 21: WRITTEN WARNINGS	21
SECTION 22: RIGHT TO REPRESENTATION	21
SECTION 23: COMPLAINTS.....	21
SECTION 24: GRIEVANCE PROCEDURE.....	22
SECTION 25: DISCIPLINE & DISCHARGE / NO DISCRIMINATION FOR UNION ACTIVITY	24
SECTION 26: OPERATION OF AGREEMENT	24
SECTION 27: SALE OF THE HOSPITAL	24
SECTION 28: INTER-AFFILIATE EMPLOYMENT	25
SECTION 29: TERM OF AGREEMENT	26
Exhibit A - PER DIEM/SHORT HOUR AGREEMENT.....	27
EXHIBIT B ENGINEERS AND SCIENTISTS OF CALIFORNIA SALARY GRADES AND RANGES.....	30
EXHIBIT C SHIFT AND PER DIEM DIFFERENTIALS	31
Side Letter.....	32

2016-2019 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"), dieticians, 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.** A full-time employee is one who normally works eighty (80) hours in a consecutive fourteen (14) day period.
- B. **PART-TIME.** A part-time employee by definition, is one who works less than a full-time schedule. Normally this is forty hours or more, but less than eighty (80) hours in a consecutive fourteen (14) day pay period.
- C. **PER DIEM.** A per diem employee by definition, is one who works by the day or daily, and normally works less than forty (40) hours in a consecutive fourteen (14) day pay period. A short-hour employee by definition, is one who works less than forty (40) hours on a pre-determined work schedule in a consecutive fourteen (14) day pay period. Per Diem/Short Hour employees shall sign the hospital's Per Diem/Short Hour Agreement (see Exhibit A).
- D. 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. All current Per Diem/Short Hour employees shall be paid his/her current Per Diem/Short Hour differential converted to a flat dollar rate of pay per hour, in lieu of receiving any fringe benefits, beginning on the earliest full pay period following May 27, 2010. See attached chart for specific rates.

2. Employees hired upon or after contract ratification, shall be paid a Per Diem/Short Hour differential of \$10.00 per hour, in lieu of receiving any fringe benefits.
3. **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.

SECTION 8: STANDBY AND CALL-BACK

Clinical Laboratory Scientists requested by the Hospital to be on standby shall receive standby pay of one-half (½) the employee's regular straight-time hourly rate of pay per hour when on standby status. Anyone requested by the Department Manager or designee to wear a beeper shall be considered to be on standby status. Employees who are scheduled to be on standby on a recognized holiday shall receive standby pay at three-quarters (¾) of the employee's regular straight-time hourly rate of pay per hour while 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 ½) times his/her regular straight-time hourly rate of pay with a minimum of four (4) hours for each call-in..

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).

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

Current employee who commences a shift at or after 3pm and prior to 11pm shall be paid his/her current evening differential converted to a flat dollar rate of pay per hour and a current employee who commences a shift at or after 11pm and prior to 7am shall be paid his/her current night differential of converted to a flat dollar rate of pay per hour. If the majority of hours worked (excluding overtime) during any given shift fall within these categories the differential is paid for the entire shift. See Exhibit C for specific rates.

Employees hired upon or after contract ratification shall be paid a shift differential as follows:

- Employees who commence a shift at or after 3pm and prior to 11pm shall be paid a \$4.00 per hour evening differential.
- Employees who commence a shift at or after 11pm and prior to 7am shall be paid a \$6.00 per hour night differential.

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

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.

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 telegram 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 the Clinical Laboratory Manager or those 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)

- A. Effective the start of the pay period following ratification of the contract (unless specified otherwise):
 - 1. ATB Increase: Each employee will receive a 3% across-the-board (ATB) increase.
 - 2. Implement New Range: Grid includes and reflects the ATB increase above – **see Exhibit B.**
- B. Transition to the New Range: After receiving the first 3% ATB increase following ratification of the contract, employees will remain at that rate of pay until movement to the new grid.

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

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

C. Future increases:

1. 3% ATB Effective the first full pay period following first anniversary of ratification of contract.
2. 3% ATB Effective the first full pay period following second anniversary of ratification of contract.

D. Step Progression: The following language applies to all new hires (employees hired after ratification of the contract) and current employees after they have transitioned to the new grid as described above. Employees must meet the requirements to advance to tenure steps. Employees may only progress one step at a time and may not skip steps. An employee may progress to the next step at the start of the pay period following his or her anniversary date, provided the tenure requirements for the step are met.

E. Transition of Clinical Lab Scientist classification employees as a result of the elimination of the Clinical Lab Scientist classification: At the start of the pay period following ratification, current employees in the Clinical Lab Scientist classification will move to the Step in the Sr. Clinical Lab Scientist classification that represents an increase from their current rate of pay and will thereafter progress through the step range based on the Sr. Clinical Lab Scientist classification.

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 twenty-seven percent (27%) of the PPO premium for the employee and his/her eligible dependents.

- d) Effective January 1, 2017, implement the new Sutter Select EPO Plus and PPO health plan designs.
-
- b) Dental, Vision, Life Insurance and Long Term Disability Benefits.
 - i) Dental, Vision and Life and Long-Term Disability Insurance Benefits: Eligible employees shall have the choice of an enhanced plan option, should the Hospital choose to offer such option. An election to change these plans must be made during the annual Open Enrollment period, to be effective the following calendar year. Enhanced plan costs will be the difference between what the employer is paying and the cost of the enhanced plan option.
 - ii) Dental, Vision, Life and Long-Term Disability Benefits are available to all eligible employees who are employed at .5 FTE and above and according to the plan design.
 - iii) Effective January 1, 2017, implement the new dental and vision plans.
 - iv) 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 21C3 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) **Health Care Flexible Spending Account:**

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

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

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

B. PAID TIME OFF

All benefit-eligible employees shall participate in the Hospital's Paid Time Off ("PTO") program and the Hospital's policy and procedures shall apply.

An employee's PTO shall accrue as follows:

Length of Service	Hourly Accrual Rate	PTO Hours Accrued per Pay Period	FTE Annual PTO Hours Earned	FTE Annual PTO Days Earned
0-3 yrs (0-36 mo)	.10000	8.00	208	26
4 yrs (37-48 mo)	.11925	9.54	248	31
5-9 yrs (49-108 mo)	.13838	11.07	288	36
10 or more years (109 mo+)	.15775	12.62	328	41

Effective after the last pay date of September, 2012, a maximum of 400 hours may be accumulated in a PTO account. There will be no accruals in excess of this maximum, except if an employee has previously scheduled approved PTO and is then required to work by his/her manager, the employee will continue to accrue additional PTO for hours worked in excess of 400 until the department schedule allows for time off.

Twice each calendar year, the last pay date of September and the last pay date of March, the Hospital will pay out to any employee who has a leave bank in excess of 300 hours, the difference between the employee's PTO balance and 300 hours.

PTO will continue to accrue when an employee is on leave of absence so long as the leave is with pay. If a leave is unpaid, PTO will not accrue.

PTO may be used for medical visits on the following basis: Up to two (2) hours of accumulated PTO may be used by an employee where it is impossible to schedule a doctor or dental appointment during non-working hours and where the request for time off has been approved in advance by the Department Manager. When it is necessary to schedule an appointment during working hours, an employee shall, insofar as possible, schedule the appointment so that it falls at the beginning or at the end of the employee's shift. The employee shall give the Hospital at least seven (7) calendar days' notice of non-emergency appointments.

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, 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

1. Accumulation

All benefited employees working at least 20 hours per week are eligible for short-term disability (STD) benefits after 12 months in a benefit-eligible position. STD supplements disability pay with up to sixty-six and two-thirds

(66.67%) of the employee's pre-disability earnings for up to a maximum of 180 days, when integrated with State Disability Insurance (SDI) and/or Workers Compensation (WC).

Employees may supplement STD with accrued, unused PTO and/or ESL hours to increase their regular rate of pay (base pay plus any regularly scheduled shift differential pay) up to 100% of their pre-disability earnings. Employees must notify the Hospital of their desire to use PTO and/or ESL when they initiate the STD benefit claim, subject to terms of the STD program and ESL provisions/policy. This is a one time, irrevocable, choice on the employee's part and cannot be made at a later date.

2. Elimination Period

There will be a seven (7) calendar day elimination period before benefits are paid for non-occupational injuries and illnesses and a three (3) calendar day elimination period for occupational injuries or illnesses. Accrued, unused PTO may be used during the elimination period.

3. Proof

The Hospital will require employees to request and be approved for a medical leave of absence to access the plan. A Benefit Claim form certified by a physician will need to be submitted within 14 days from the start of the disability.

4. Integration

Employees must apply for and receive State Disability Insurance or Workers' Compensation benefits. Proof of receipt of SDI or WC must be provided within 45 days of the disability. STD benefits will be subject to integration with Workers' Compensation and State Disability Insurance benefits.

5. When Benefits End

The benefit ends on the earlier of:

- The end of the maximum benefit period of 180 days
- The date you become eligible for Long Term Disability Insurance
- The date you are no longer disabled

The benefit also ends if:

- The employee is offered and declines a temporary modified job in an employer provided Connecting to Work program
- The employee is offered and declines a permanent modified or alternate job
- The employee does not obtain employer approval for a leave of absence (or

if the leave becomes unauthorized)

- The employee does not comply with the recommendations of a case manager or independent medical examiner
- The employee does not comply with any recommended appropriate care and treatment
- The employee does not submit any required recertification
- The employee is given official notification of termination of employment, or
- This program is discontinued
- The date employment is voluntarily or involuntarily terminated.

6. Return to Active Work (these conditions apply to situations of temporary recovery and/or recurrent disability).

If an employee returns to work:

- **For 90 Days or Less** for a related or unrelated injury or illness, it will be considered a continuation of the prior disability. In this case, the employee will not have to complete a new elimination period. The duration of the prior disability (number of days used) will be deducted from the original 180 days.
- **For More than 90 Days** for a related or unrelated injury or illness, it will be considered a new disability. The employee will be required to complete a new elimination period and a new disability of 180 days will apply, subject to the same terms, provisions and conditions of determining eligibility.

7. Extended Sick Leave Balances

- a. Any current employee's Extended Sick Leave balances available at the time of transition, January 1, 2013, to STD will be retained, but capped at their present amount. No further accrual of ESL will occur.

8. Transition Period

- a. Effective the start of pay period following the implementation date, ESL accrual will cease and will be replaced with STD. If an employee is on leave on the effective date of the change, the employee will be permitted to access any available ESL under the current terms and will not be eligible for STD for the duration of the current leave.

9. Health Insurance Benefits During STD

- a. The Hospital will maintain the employer's portion of an employee's health, dental, vision, life insurance, and long-term disability insurance while the employee is receiving the STD salary continuation benefit.

10. Job Protection During STD

- a. Employees receiving STD will be reinstated to the same or comparable position as the one held prior to receiving STD, except that nothing in this provision shall limit the employer's right to reorganize, expand or curtail any service in the same manner as if an employee had not been on STD. In the event an employee's position is eliminated, the employee will have the same rights as if s/he were not on STD at the time of elimination. The employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had not been on STD.

F. BEREAVEMENT LEAVE.

The Hospital's policy on Bereavement Leave shall apply which includes: A total of three (3) days leave with pay will be granted to an employee at the death of a member of the employee's immediate family to attend the funeral if said funeral occurs within the State of California. If the funeral for said family member should take place outside of the State of California, the employee will be granted a total of five (5) days leave with pay. Immediate family shall be defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law, grandfather, grandmother and grandchild. In the event of the death of an "other relative" the regular status employee may receive one day (or pro-rated for part-time) of bereavement leave to attend the funeral.

G. JURY DUTY.

Upon receipt of a notice for determination of eligibility for jury service, an employee shall notify the Hospital as soon as possible. The Hospital may request deferment.

If an employee is required by law to serve jury duty or testify in a work-related matter not brought by the employee, they shall so notify the Hospital at least five (5) days prior. An employee serving jury duty shall be paid his/her regular rate of pay including shift differential, up to eight (8) hours, for all hours required for jury duty or testimony which occurred during their regularly scheduled work day. The payment for jury duty or testimony shall not exceed eighty (80) hours pay in a twelve (12) month period. If a day shift employee reports for jury duty or testimony and is excused before noon, he/she must contact the hospital to inquire if he/she is needed to report to work for the balance of the shift to qualify for this Section. A note or a voucher from the Court in which an employee serves or testifies may be required by the Hospital to obtain any pay which may be owing.

H. LEAVES OF ABSENCE.

A leave of absence is for a predetermined and definite period of time granted an employee to be absent from the job. Leaves of absence may be granted to employees at the discretion of the Employer for a bona fide reason and shall be granted in accordance with established hospital policy. The leave of absence shall be requested online or by contacting Disability Management. Authorized leave of absence for any purpose shall not affect previously accrued sick leave, vacation time, or tenure. Anniversary date for the purpose of salary tenure steps, vacation eligibility, and seniority will not be changed until the employee exceeds thirty (30)

consecutive days of leave of absence without pay and in such case, the first thirty (30) days shall not be counted.

I. EDUCATIONAL LEAVE.

1. 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 four (4) days (32 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.

The Hospital will reimburse approved fees, tuition and book expenses up to a maximum of six hundred dollars (\$600.00) per calendar year, provided the expenses are not paid from any other source.

The educational leave days to which an employee is entitled each calendar year may be converted into a dollar amount to pay for costs related to educational leave as outlined above. A written request for payment must be accompanied

by an itemized account of the expenses incurred, approved by the Laboratory Manager, and submitted two (2) weeks prior to the date the employee desires payment.

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. Laboratory management will make reasonable efforts to provide cross-training to interested scientists.

SECTION 15: PENSION PLAN

A. Introduction

The Sutter Health Retirement Plan ("SHRP") with the enhanced Cash Balance Design and Traditional Pension Design ("SHRP-CBD" and "SHRP-TPD," respectively) shall be offered to eligible employees covered under this Agreement. Eligible employees shall be provided a one-time, irrevocable election between the SHRP-CBD and the SHRP-TPD. Employees will be given materials to help them make their election decision. Any employee failing to make an election by the deadline indicated on the election materials will automatically be enrolled in the SHRP-CBD.

B. Traditional Pension Design

The SHRP-TPD uses a formula to calculate the exact amount of the monthly benefit a participant will receive at retirement for his/her lifetime. The formula uses the average of a participant's highest consecutive five years of pay and his/her years of covered service. Payments normally begin at age 65 but reduced payments can begin as early as age 50. When an employee retires, he/she selects from one of the available annuity options offered under the SHRP. The annuity is then paid as a monthly payment from the SHRP for the employee's lifetime. Eligible employees who elect the SHRP-TPD will earn a benefit for 2004 and future years in which they work 1,000 hours or more.

C. Cash Balance Design

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

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

D. Service Credit

All prior NCH service is counted for SHRP vesting purposes. Eligible employees will receive a full benefit for years in which the employee worked 1,000 hours or more; credited service is not pro-rated.

E. Dispute Resolution

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 the steps outlined in the SHRP Plan Document.

F. Modification of Plan

Upon prior notice to the Union, the Union agrees that the Hospital has the right to modify or terminate the Plan without bargaining with the Union provided such modification or termination does not result in benefits to the affected employees that are not comparable. Any modification or termination of the Sutter Plan shall not affect any employee's vested benefits. The Hospital and the Union shall agree to meet and confer in order to establish a substitute retirement plan should the Sutter Plan be terminated.

G. Retiree Medical Coverage

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

1. Eligibility

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

2. 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)

3. Benefit Calculation Based on Hours Worked in Eligible Position

The benefit is calculated based on \$1,000 per calendar year in which the employee worked at least 1,000 hours in an eligible position.

4. Educational Materials

The Hospital shall provide employees with additional information about the RHCA.

5. 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.

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 21, 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 (April 14, 2016 to April 13, 2019).

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

For Novato Community Hospital:

For Engineers & Scientists of California

Michael Purvis
Novato Community Hospital

Lis Fiekowsky, Union Representative
ESC-IFPTE, LOCAL 20

Emily Rich
Novato Community Hospital

Terry Harvey
Technical Specialist

Patti Prichard
Technical Specialist



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

PAGE LEFT INTENTIONALLY BLANK

EXHIBIT B
ENGINEERS AND SCIENTISTS OF CALIFORNIA
SALARY GRADES AND RANGES
EFFECTIVE April 17, 2016

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)
Senior Clinical Lab Scientist	42.80	44.34	46.42	48.19	49.92	51.42	52.45	53.50	55.65
Technical Specialist	45.11	46.73	48.93	50.79	52.62	54.20	55.28	56.39	58.45
Clinical Dietician	38.23	40.10	42.11	44.34	47.00	48.88	49.86	50.86	51.87
Physical Therapist	41.50	43.53	46.19	48.04	50.44	52.96	54.02	55.10	57.14
Lead Physical Therapist	43.58	45.71	48.50	50.44	52.96	55.61	56.72	57.85	60.00

ENGINEERS AND SCIENTISTS OF CALIFORNIA
SALARY GRADES AND RANGES
EFFECTIVE start of the pay period following April 14, 2017

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)
Senior Clinical Lab Scientist	44.09	45.67	47.82	49.64	51.42	52.97	54.03	55.11	57.32
Technical Specialist	46.47	48.14	50.40	52.32	54.20	55.83	56.94	58.09	60.21
Clinical Dietician	39.38	41.31	43.38	45.67	48.41	50.35	51.36	52.39	53.43
Physical Therapist	42.75	44.84	47.58	49.49	51.96	54.55	55.65	56.76	58.86
Lead Physical Therapist	44.89	47.09	49.96	51.96	54.55	57.28	58.43	59.59	61.80

ENGINEERS AND SCIENTISTS OF CALIFORNIA
SALARY GRADES AND RANGES
EFFECTIVE the start of the pay period following April 14, 2018

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)
Senior Clinical Lab Scientist	45.42	47.04	49.26	51.13	52.97	54.57	55.66	56.77	59.04
Technical Specialist	47.87	49.59	51.92	53.89	55.83	57.51	58.66	59.84	62.02
Clinical Dietician	40.57	42.55	44.69	47.04	49.87	51.87	52.91	53.97	55.04
Physical Therapist	44.04	46.19	49.01	50.98	53.52	56.19	57.32	58.47	60.63
Lead Physical Therapist	46.24	48.51	51.46	53.52	56.19	59.00	60.19	61.38	63.66

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.