

October 17 2018 Regular Meeting

October 17 2018 Regular Meeting - October 17 2018 Regular

Agenda, October 17 2018 Regular Meeting

Agenda, October 17 2018 Regular Meeting	2
---	---

MOU with AFSCME (Nurses Union)

MOU, AFSCME and NIHD (Red-lined version)	4
--	---

MOU, AFSCME and NIHD (Final Version)	73
--	----

Maintenance Dept. Policies and Procedures

Policy & Procedure, Fire Safety - Fire Hazards during Surgical Procedures	139
--	-----

Policy and Procedure, Fire Safety - Compliance with NFPA 99-20121	141
---	-----

Policy & Procedure, Managing Risks - Library of EOC Information	143
---	-----

Quarterly Medical Staff Pillars of Excellence

Quarterly Medical Staff Pillars of Excellence	145
---	-----

Pharmacy Relocation Project Agreement

Pharmacy Construction Project Agreement	147
---	-----

Consent Agenda, October 17 2018 Regular Meeting

2013 CMS Survey Validation Monitoring	152
---	-----

Policy and Procedure Annual Approvals	157
---	-----

Minutes, September 19 2018 Regular Meeting	159
--	-----

Financial and Statistical Reports, August 2018	165
--	-----

Chief of Staff Report

Medical Executive Committee Report, October 2018	170
--	-----

DRAFT AGENDA

NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS REGULAR MEETING

October 17, 2018 at 5:30 p.m.
2957 Birch Street, Bishop, CA

1. Call to Order (at 5:30 pm).
 2. At this time persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board (*Members of the audience will have an opportunity to address the Board on every item on the agenda. Speakers are limited to a maximum of three minutes each*).
 3. New Business
 - A. Strategic Plan update, Quality and Performance Committee report (*information item*).
 - B. Approval of Memorandum of Understanding with American Federation of State, County, and Municipal Employees (AFSCME), and Board Resolution 18-05 (*action item*).
 - C. Receipt and approval of NIHD Annual Audit for 2017/2018 fiscal year, Wipfli LLP (*action item*).
 - D. Maintenance Department Policy and Procedure approvals (*action items*):
 1. *Fire Safety – Fire Hazards during Surgical Procedures*
 2. *Fire Safety – Compliance with NFPA 99-2012l Chapter 15*
 3. *Managing Risks – Library of EOC Information*
 - E. Determination of Board meeting dates for November and December 2018 (*action item*).
 - F. Quarterly Medical Staff Pillars of Excellence report (*information item*).
 - G. Possibility of combining January 2019 Association of California Healthcare Districts (ACHD) meeting with additional Board education and strategy discussion (*discussion item*).
 - H. Discussion on development of potential Board policy regarding communications sent to multiple Board members (*discussion item*).
 4. Old Business
 - A. Approval of Pharmacy Relocation project agreement, Pings and Associates (*action item*).
 - B. Athena Implementation update (*information item*).
-

Consent Agenda

5. Approval of minutes of the September 19 2018 regular meeting
 6. 2013 CMS Survey Validation Monitoring, October 2018
 7. Financial and Statistical reports for August 2018
 8. Policy and Procedure annual approvals
-
9. Chief of Staff Report; Allison Robinson MD:
 - A. Medical Staff resignation (*action item*):
 1. David Huddleston, MD (*general surgery*) – effective September 6, 2018
 10. Reports from Board members (*information items*).
 11. Adjournment to closed session to/for:
 - A. Confer with Legal Counsel regarding threatened litigation, 1 matter pending (*pursuant to Government Code Section 54956.9(d)(2)*).
 - B. Discussion of a real estate negotiation regarding price, 376 West Yaney Street, Bishop, California, agency negotiators Kevin S. Flanigan MD, MBA and Ruland Trust (*pursuant to Government Code Section 54956.8*).
 12. Return to open session and report of any action taken in closed session.
 13. Adjournment.

In compliance with the Americans with Disabilities Act, if you require special accommodations to participate in a District Board meeting, please contact administration at (760) 873-2838 at least 48 hours prior to the meeting.

MEMORANDUM OF UNDERSTANDING

NORTHERN INYO HEALTHCARE DISTRICT

and

DISTRICT COUNCIL 57, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME), AFL-CIO

July 1, 2018-~~June 15, 2016~~— June 30, ~~2019~~2018

TABLE OF CONTENTS

	<u>Page</u>
Article 1 Agreement	1
Article 2 Recognition.....	1
Article 3 Management Rights	1
Article 4 Non-Discrimination	1
Article 5 Union Rights.....	2
A. Access / Solicitation and Distribution	2
B. Bargaining Release Time.....	2
C. Bulletin Boards	4
D. Email and Computers	5
E. Meeting Rooms.....	5
F. New RN Orientation.....	5
G. Notice of Changes.....	5
H. Other Union Leave Releases	6
I. Preparation, Printing and Distribution of this Agreement.....	6
J. Stewards.....	6
Article 6 Union Security	6
A. Fair Representation.....	6
B. Access To Registered Nurse Home Address and Telephone Numbers.....	7
C. Authorized Payroll Deductions.....	7
D. District Obligations.....	8
FE. Hold Harmless	9
Article 7 Personnel Files.....	9
Article 8 Probationary Period	10
Article 9 Performance Review Process	11
Article 10 Performance Improvement and Progressive Discipline	12
A. Purpose	12
B. Policy	12
C. Procedures.....	13
Article 11 Grievance Procedure.....	15
A. Intent	15
B. Definitions	15
C. General.....	15

D. Procedure	16
Article 12 Job Descriptions	19
Article 13 Filling of Vacancies and Open Positions.....	20
A. Purpose.	20
B. Postings and Process.....	20
C. Return to Position Period.....	21
D. Duration in Position.....	21
E. Seniority.....	21
Article 14 Referral Bonus.....	21
Article 15 Temporary Filling of RN Vacancies	22
Article 16 Position Classification Status	22
A. Regular Benefited Status	22
B. Non-Benefited Status.....	22
Article 17 Per Diem Staff	23
Article 18 Seniority Date	24
Article 19 Hours of Work, Overtime, and Shifts.....	24
A. Workweek.....	24
B. Pay Period.....	25
C. Overtime	25
D. Hours Worked.....	25
E. Work Shifts.....	25
Article 20 Meals and Rest Periods.....	26
Article 21 Shift Differentials	27
A. Weekdays.....	27
B. Weekends.....	27

Article 22 Standby/Callback.....	27
Article 23 Reporting Pay	28
Article 24 Pay for Education and Committees	28
Article 25 Witness Pay	29
Article 26 Emergency Modification of Work Schedule	29
Article 27 Mandatory Overtime.....	29
Article 28 RN Shift Charge	30
Article 29 House Supervisor Assistant	30
Article 30 Personal Cell Phones	31
Article 31 Uniforms and Dress Code.....	31
Article 32 Low Census Days	31
Article 33 Layoff	33
Article 34 Call-in process when RN is unable to work a scheduled shift	35
Article 35 Attendance	35
A. Purpose:	35
B. Protected Absences:.....	36
C. Patterns of Absences:.....	36
D. No call/No show and Job abandonment/AWOL:	36
E. Punctuality:	37
F. Failure to “swipe” (clock in and out):.....	37
G. Time period for attendance management:	37
H. Count of occurrences:	37
I. Occurrences for attendance will be counted as follows:	38
J. Initial employment period/probationary period:.....	38
Article 36 Leaves of Absence.....	38
Article 37 Wages	40
A. RN pay scale ranges:	40
B. Pay Scale Adjustments:	41
C. Step Increases:	41
D. Education Pay Differentials:.....	41
E. Non-Benefited Part-Time and Per Diem RNs:	42

Article 38 Health Care Plan Benefits (Medical, Pharmaceutical, Dental, Vision).....42

Article 39 Other Benefits.....43

Article 40 Retirement Plans.....44

 A. Northern Inyo County Local Hospital District Retirement Plan: Defined Benefit Pension Plan.....44

 B. Northern Inyo Healthcare District 401(a) Retirement Plan.....44

Article 41 Paid Time Off (PTO).....44

 A. PTO Accrual44

 B. PTO Cash Outs45

 C. Use of PTO45

Article 42 Holiday Pay/Scheduling46

Article 43 Nurse Practice and Process.....47

Article 44 RN Professional Practice Committee48

Article 45 Staffing50

Article 46 Staffing Disputes50

Article 47 Patient Classification System50

Article 48 Floating and Cross Training51

Article 49 Orientation/Cross Training Time Frames.....53

Article 50 RN Preceptorship.....54

Article 51 Continuing Education Time.....55

 A. Continuing Education Time (CET):55

 B. Requests for CET:.....55

 C. Requests for outside CET:55

Article 52 Communicable Diseases.....56

Article 53 Safe Patient Handling57

Article 54 Professional Activities Required for Advancement Ladder Level (Nursing
Advancement Ladder)57

Article 55 Indemnity.....60

Article 56 Savings Clause.....60

Article 57 No Strike – No Lockout.....60

Article 58 Term of Agreement60

Signatures61

~~Side Letter District Support for LVN Program62~~

Appendix 1 The Nursing Process63

**ARTICLE 1
AGREEMENT**

This Agreement, made and entered into as of June 15, 2016 is by and between Northern Inyo Healthcare District, hereinafter referred to as the District, and District Council 57, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the Union or as AFSCME.

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of the Meyers Milius Brown Act (MMBA).

The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties.

This Agreement shall not be amended, changed, altered, or qualified except by an instrument in writing duly signed by the parties signatory hereto.

**ARTICLE 2
RECOGNITION**

The District recognizes AFSCME as the exclusive collective bargaining representative for the representation unit comprised of non-management Registered Nurses in facilities operated by the District.

**ARTICLE 3
MANAGEMENT RIGHTS**

Management of the facility, operations, and work force covered by this Agreement are vested exclusively in the District and, except as limited by specific provisions of this Agreement, the District shall continue to have all sole and exclusive rights customarily reserved to management, including the right to hire, transfer, promote, reclassify, lay off and discharge RNs. The foregoing management rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that any of the rights, power, or authority the District had prior to the signing of this agreement are retained by the District, except those specifically limited or modified by this Agreement.

**ARTICLE 4
NON-DISCRIMINATION**

- A. The District shall not discriminate against an RN on account of Union activity, Whistleblower status, age, race, color, religion, national origin, ancestry, marital status, gender, sexual orientation, gender identification, physical ability or disability, medical condition, political affiliation, veteran's status, or any other basis in violation of applicable federal, state or municipal law.
- B. The District agrees to comply with the Americans with Disability Act (ADA) and the California Fair Employment and Housing Act (FEHA). Should legal compliance with ADA

or FEHA require departure from provisions of this Agreement, the District shall notify the Union and, upon request, shall meet and confer on the proposed action and any alternative proposals by the Union.

ARTICLE 5 UNION RIGHTS

A. Access / Solicitation and Distribution

The authorized representative of the Union and its Stewards shall have access to the District's facility. Upon arrival to the facility, the AFSCME representative will sign in at a location designated by the District and must wear any provided identification which identifies (1) her/his name and (2) the fact that she/he represents AFSCME.

The District shall be able to place reasonable restrictions on the number of AFSCME representatives that may enter the District facility at any one time.

Use of District conference or meeting rooms by AFSCME shall be scheduled in advance.

Solicitation and/or distribution of literature is permitted in non-work areas during non-work time.

No solicitation and/or distribution of literature is permitted during working time of an RN or any District employee. No solicitation and/or distribution of literature is permitted in immediate patient care areas.

Engaging in disruptive behavior that is reasonably likely to interfere with patient care or otherwise interrupt work is prohibited.

"Non-work areas" include the following: (i) cafeteria(s); (ii) employee lounges; (iii) lobby; (iv) District-owned parking areas; and (v) other rooms not presently being used for patient care. AFSCME representatives and RNs are permitted to traverse in public passageways in order to access the foregoing non-work areas.

"Working time" does not include authorized break periods, meal periods, or any other time when an RN is not engaged in performing work tasks (e.g., before or after a scheduled shift).

"Immediate patient care areas" include, but are not limited to, the following: (i) patients' rooms; (ii) operating rooms; (iii) places where patients receive treatment, such as radiology and therapy areas; and (iv) corridors in patient treatment areas (e.g., including corridors near an operating room but not including corridors near a cafeteria).

B. Bargaining Release Time

For contract negotiations following the initial contract:

1. Release & Compensation of Union Bargaining Team Members:

- a. The Union shall notify the District at least two (2) weeks in advance of the first collective bargaining meeting of the names of the RNs who will serve as Union bargaining team members. If necessary, the Union will provide the District at least twenty-four (24) hours' notice prior to any subsequent bargaining meetings of changes to the Association's bargaining team. Bargaining meetings for contract negotiations following the initial contract will be mutually agreed upon with a set number of hours per month.
- b. The District shall make reasonable efforts to release up to five (5) members of the Union's bargaining team inclusive of any alternates as informed by the Union. The RNs will work collaboratively with their Directors to find coverage.
- c. Once dates are set, the District will notify managers of the dates of bargaining sessions. An RN who is on the bargaining team will also promptly notify her/his manager of the bargaining session dates and will work together with her/his manager to find substitute coverage.
- d. The parties agree to meet and confer about any challenges which arise regarding coverage.
 - i. Premium pay will only be paid to two replacement staff each month globally.
 - ii. If a suitable replacement is not found, or if the replacement would require the District to provide premium pay more than two times per month globally, the RN must report to work as scheduled.
- e. If a bargaining session is cancelled after a replacement for the RN has been arranged, the RN will make herself/himself available to work the shift for which she/he was replaced, whether or not the replacement is released, provided bargaining has been cancelled with a minimum of twenty-four (24) hours' notice.
- f. If an RN bargaining team member is scheduled to work the evening or night shift preceding or following a bargaining session, barring unforeseen circumstances she/he will be taken off the schedule by request to her/his manager for up to eight hours immediately before and up to 8 hours immediately after bargaining. The RN will work together with her/his Director to find substitute coverage.
- g. Without regard to the number of RNs who attend a particular bargaining session, the District will agree to provide compensation and a proportional amount of PTO accrual if the RN is benefited, for a maximum of five (5) RNs under all the following circumstances:
 - i. The RN must have been scheduled to work on the date and time the bargaining session occurred or the shift immediately preceding or following such bargaining session (an RN that was not scheduled to work immediately preceding, following, or during the bargaining session will not receive any compensation or PTO accrual). The District shall not modify a bargaining team member's schedule in

order to avoid compensating her/him for bargaining time except by mutual agreement between the RN and her/his Director.

- ii. The District will only provide compensation and a proportional amount of PTO accrual if the RN is benefited for time actually spent in negotiations and any caucus time during such bargaining sessions (an RN will not be paid for any caucus time outside of the scheduled bargaining sessions);
 - iii. The RN will be compensated for any shift differential only if she/he would have received a shift differential during the time of the scheduled bargaining session (not the RN's normal shift differential); and
 - iv. The RN must have been designated by the Union on the bargaining sign-in sheet as one of the maximum of five individuals that will receive compensation and PTO accrual by the District.
 - v. The Union shall not designate a member of the team for compensation if such designation will result in overtime for the designated RN.
- h. If an RN attends a bargaining session on a date/time that she/he was scheduled to work, but was not designated as one of the five (5) individuals eligible for compensation, she/he will not receive any compensation or proportionate PTO accrual for the time spent in negotiations. The RN may elect to use accrued but unused PTO to remain whole. If the RN does not elect to use PTO for time spent in negotiations, the RN will not accrue additional PTO for the time spent in negotiations but will not lose any benefits. The usage of PTO will not exceed the RN's hired FTE hours normally accrued during a regular workweek.
- i. If an RN attends a bargaining session on a day that she/he is scheduled to work additional hours either directly preceding or following the bargaining session on the same day, the RN must continue to work the remaining hours of her/his scheduled shift. If management informs the RN that she/he is not needed for the remaining hours of her/his shift, and the RN is not designated as one of the five (5) individuals eligible for compensation, the RN will be given a Low Census Day (LCD) including "zero pay" for her/his entire shift. If management informs the RN that she/he is not needed for the remaining hours of her/his shift, and the RN is designated as one of the five (5) individuals eligible for compensation, the RN will be given a Low Census Day (LCD) including "zero pay" only for the remaining shift hours that were not actually spent in negotiations. The District will not provide "zero pay" except in the foregoing circumstances.

C. Bulletin Boards

1. The District will provide bulletin board space approximately 24" x 24" for the Union to post notices and flyers in each of the following locations: 1) Medical Surgical Report Room; 2) ICU Report Room; 3) Perinatal Staff Lounge; 4) Perioperative Lounge; 5) Emergency Department Staff Lounge; 6) outside of the cafeteria in the hallway near the main cafeteria entrance.

2. The Union agrees that postings shall be factually accurate in nature and shall not be personally disparaging.
3. A copy of all notices shall be provided to Human Relations at the time of posting. If Administration has a concern about such notices, Administration may request a meeting.

D. Email and Computers

RNs may use District email, computers, copiers, and printers to conduct Union business with Union RNs as long as this use occurs during non-working time and this use is in accordance with District's policies and practices. Non-working time includes meal and rest periods, times immediately prior to or after a scheduled work period, or any other periods during the workday when an RN is properly relieved from performing her/his tasks.

E. Meeting Rooms

It is the intent of the District to make meeting rooms available for use by the Union. To secure a meeting room a Union Representative shall request meeting room space from the Administrative Executive Assistant to the Chief Executive Officer/Administrator. It is understood that meeting room space is often limited. Accordingly, the Union's requests will be accommodated when possible, but scheduling of meeting rooms cannot be guaranteed.

F. New RN Orientation

One Steward shall be provided with up to 30 minutes at each New RN Generic Nursing Orientation conducted by the District to present and distribute information relating to the presence and purpose of the Union to newly hired Bargaining Unit RNs. The specific time for this presentation will be agreed upon by the Union and the District.

The presentation described above, as well as any related materials distributed at such presentations shall be factually accurate in nature and shall not be personally disparaging. A copy of the presentation outline and materials or changes shall be provided to Human Relations prior to presentation or distribution. If Administration has a concern about the presentation or related materials distributed, Administration may request a meeting.

The Union shall be informed of all new RNs in bargaining unit positions within 14 days of hiring or as soon as the contingent offer by the District is accepted by the RN and the RN's start date is scheduled whichever is shorter.

G. Notice of Changes

The District shall inform the designated Union Representative and Chief Steward in writing of any proposed change within the scope of this agreement 30 days in advance of the proposed implementation of such change, in order that the Union Meet and Confer with the District over the proposed change.

H. Other Union Leave Releases

Stewards, Union Officers, or other members may also be released to attend trainings or meetings of AFSCME. Such releases shall not be unreasonably denied by the District. RNs may choose to use their accrued PTO for such releases.

I. Preparation, Printing and Distribution of this Agreement

In consultation with the Union, the District shall prepare the official original version of this Agreement. The District and the Union shall approve the final draft prior to the Union printing adequate initial and additional copies of the agreement. The Union shall distribute copies of the Agreement.

J. Stewards

AFSCME Council 57 shall designate one staff Union Representative, a Chief Steward, and up to three (3) additional stewards as official representatives of the Union. The Union will furnish the District with written notification of all designated Stewards.

Stewards' Union functions include grievance investigation and meetings, investigatory meetings, disciplinary meetings, labor-management committee meetings, and other meetings with management. Upon request of a bargaining unit RN, the steward shall be present, to report facts, ask clarifying questions and advise the RN member in any meeting with a supervisor, when such bargaining unit RN reasonably anticipates that such meeting will involve questioning which may lead to disciplinary action. Stewards may receive and may discuss complaints and grievances of bargaining unit RNs as well as carry out their other Union functions on the premises, in a manner that does not interfere with the RNs or other District employees or cause them to neglect their work.

Stewards will make arrangements with their supervisor for release time to resolve or investigate grievances. Stewards shall have an opportunity to carry out their Union functions on their non-work time and the non-work time of other RNs or District employees involved. If scheduled to work, after making arrangements with their supervisor for release time, a Steward may clock into the designated time code to attend District-scheduled investigatory interviews, grievance meetings or other meetings with management. If such District-scheduled investigatory interviews, grievance meetings or other meetings with management occur when a Steward is not scheduled to work, then the Steward shall not be paid. Hours associated with the designated time code shall not be considered as hours worked for purposes of overtime calculation. The number of hours associated with the designated time code shall not exceed eight (8) hours per month per Steward.

ARTICLE 6 UNION SECURITY

A. Fair Representation

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all Registered Nurses (RN) in all classes in the bargaining unit regardless of membership or non-

membership in the Union, and regardless of participation in activity on behalf of or in opposition to the Union.

No Registered Nurse shall be required to join the Union as a condition of employment by the District.

B. Access To Registered Nurse Home Address and Telephone Numbers

1. The District shall provide AFSCME with an electronic list via File Transfer Protocol (FTP) or mutually agreed comparable method of all Registered Nurses (RNs) in the bargaining unit. The list will include the following: name, primary position title, primary position code, date of original hire, hourly pay rate, employment status, and hiring management subdivision. In addition, the list will include the home address, ~~and home personal~~ telephone number, ~~and personal e-mail address~~ on file with the District of bargaining unit members unless the Registered Nurse has specifically requested that the home information not be released. The District will provide AFSCME a bi-weekly list of changes (e.g. new hires, corrections, transfers, hourly pay rate changes) via FTP or mutually agreed comparable method that have occurred within the bargaining unit.
2. The Union will inform RNs of their right to designate their home information as confidential. ~~Such notice will be provided when the Union provides its "Hudson" notice to RNs.~~
3. Upon written request by AFSCME, the District will provide the undisclosed home addresses to a mutually agreed upon mailing service firm through which AFSCME can correspond with said RNs. The mailing service shall keep confidential the home address of the RNs who have requested that the home information not be released. AFSCME will bear all costs associated with this service.
4. RN work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all information provided to it under this Article.

C. Authorized Payroll Deductions

1. Payroll Deduction

The District will honor duly authorized RN payroll deductions including for Union dues. Any collected authorized payroll deductions shall be transmitted to the appropriate party in an expeditious manner. All transmittal checks shall be accompanied by documentation which denotes the name, social security number, amount of deduction and payer status.

2. Maintenance of Membership

All RNs who are members of AFSCME and who are tendering periodic dues through dues deductions from their paycheck shall continue to pay dues for the duration of this Agreement.

For a period of fifteen (15) calendar days prior to the expiration of the current Agreement, any RN who is a member of AFSCME shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the RN during that period of time in writing to the Union and the Human Relations Department; such written communication shall be delivered by certified mail and must be postmarked during the fifteen (15) calendar day period before expiration of the Agreement. ~~An RN who so withdraws from the Union membership shall still be subject to the provisions of Agency Shop, subject to such section in this article.~~

3. Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, ~~agency fee, or charity fee required by such section of this article~~, no such deduction shall be made for the current period.

4. Reinstatement

The provisions above shall not apply during periods that an RN is separated from the representation unit, but shall be reinstated upon the return of the RN to the representation unit. For purposes of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

D. District Obligations

1. The District shall hand out agreed upon Union materials.

~~E. Agency Shop~~

- ~~1. Pursuant to California Government Code Section 3502.5(b), upon a showing of a majority of the RNs vote to have an Agency Shop through a secret ballot election certified by the California State Mediation and Conciliation Service, the unit shall be an Agency Shop and as a condition of employment all RNs must do one of the following things within 31 days of the certification or employment whichever is later:~~
 - ~~a. Become and remain a member of the Union;~~
 - ~~b. Pay to the Union an agency fee in an amount to be determined by the Union in accordance with legal requirements; or~~
 - ~~c. Do both of the following:~~
 - ~~i. Present to the Union and the District's Controller a written declaration that the RN is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and~~

~~ii. Pay a sum equal to the agency fee described above to a non-religious, non-labor, charitable funds that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code as designated by the RN.~~

~~2. Union Obligations~~

~~a. The Union shall provide the District with a copy of the Union's "Hudson procedure" for determination and protest of its agency fees. The Union shall provide a copy of said "Hudson procedure" to every agency fee payer covered by this Agreement and annually thereafter, and as a condition to any percentage change in the agency fee.~~

~~b. The Union will supply the District with deduction authorization forms and/or membership applications.~~

~~c.a. Annually, the Union shall provide the Human Relations Department with copies of the financial report which the Union Annually Files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance sheet and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any RN, until such report is filed.~~

F.E. Hold Harmless

The Union agrees to defend, indemnify and hold harmless the District from any claim, suit or liability of any nature arising from: (a) a challenge to the validity of this Section; or (b) any action of the Union taken pursuant to, or in violation of, this Section. The District will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.

ARTICLE 7 PERSONNEL FILES

- A. The District personnel files are maintained by the Human Relations department and are considered confidential. There shall be only one official District personnel file for each RN. At or before the time of placement, the RN shall be offered a copy of any letter or memoranda concerning her/his job performance which is to be placed in the RN's official personnel file. The District shall provide an opportunity for the RN to respond in writing, or by personal interview, to any information about which she/he disagrees. Such response shall become a permanent part of the RN's permanent personnel record.
- B. Each RN shall have the right to inspect, receive a copy of, and review her/his entire personnel file with the exception of:
1. Any materials relating to the investigation of a possible criminal offense.
 2. Letters of references.
 3. Ratings, reports, or records that were:

- a. Obtained prior to employment,
 - b. Prepared by identifiable examination committee members, or
 - c. Obtained in connection with a promotional examination.
- C. The RN has the right to inspect her/his file in the presence of a Human Relations designee.
- 1. An RN may request in writing to Human Relations to review her/his personnel file. Human Relations will provide the RN with access to her/his personnel file within 5 business days of request, except by mutual agreement to extend the timeline. Human Relations will notify the RN of the date(s) and time(s) the personnel file may be reviewed.
 - 2. The content of such records shall be made available to the RN for inspection and review during the regular business hours of the Human Relations office.
 - 3. The RN designated Union Rep or steward may also be present with the RN to review her/his file.
 - 4. The RN may take notes and request copies of any document.
 - a. The RN must sign that she/he has received the requested documents.
 - b. Copies of the requested documents will be available from Human Relations if possible at the time of the review or within 2 business days.
 - 5. No documents may be removed from the RN personnel file.
 - 6. The RN may add current dated written responses to any material contained in the RN personnel file. Current dated written responses will be added to the file by a Human Relations designee.
- D. The District agrees to protect the confidentiality of Personnel documents, while following the law regarding required disclosures.
- 1. Managers considering the transfer of a current RN may be granted access to the file or limited parts of it in accordance with the antidiscrimination laws. These personnel files are to be reviewed in the HR department in response to the manager's request, a valid subpoena or a valid court order.
 - 2. Personnel documents may be produced upon request and in cooperation with law enforcement agencies, regulatory/accrediting bodies, and/or other administrative agencies of the federal, state, or local governments.

**ARTICLE 8
PROBATIONARY PERIOD**

I. District New Hires

- A. A Registered Nurse (District new hire) shall be considered a probationary RN until she/he has completed a minimum of ninety (90) days~~three (3) months~~ in a bargaining unit position.
- ~~A-B.~~ An RN (District new hire) hired into a position requiring completion of a training program shall be subject to a probationary period of up to one hundred and eighty (180) days.
- ~~B-C.~~ Probationary RNs have no seniority status. At the completion of the probationary period, seniority shall date from the initial date of hire.
- ~~C-D.~~ Probationary RNs shall not have access to the grievance procedure for discipline and may be dismissed without cause.
- E. With written notice to the RN and notification to the Union by mutual agreement with the Union, the District may extend the probationary period for up to ninety (90) days~~three (3) months~~ in order to further consider the individual's skills, performance, competency, ability and/or knowledge. Upon extension of the probationary period, the RN will be provided with a written evaluation describing the objectives of the extended probationary period.

~~D.~~ II. Existing Employees

- A. RNs who transfer from an existing position into a new position requiring orientation to the position will have a ninety (90) day trial period. At either the District's or the RN's initiative, the RN shall have the right to return to her/his former position, if said position is still available. If said position is not available, reasonable efforts will be made to place the RN in a comparable position as soon as practicable.
- ~~B.~~ RNs who transfer from an existing position into a new position requiring completion of a training program shall be subject to up to a one hundred and eighty (180) day trial period. At either the District's or RN's initiative, the RN shall have the right to return to her/his former position, if said position is still available. If said position is not available, reasonable efforts will be made to place the RN in a comparable position as soon as practicable.
- ~~E-C.~~ With written notice to the RN and notification to the Union, the District may extend the trial period for up to ninety (90) days in order to further consider the individual's skills, performance, competency, ability and/or knowledge. Upon extension of the trial period, the RN will be provided with a written evaluation describing the objectives of the extended trial period.

**ARTICLE 9
PERFORMANCE REVIEW PROCESS**

It is the intent of the District to provide each Registered Nurse (RN) performance reviews to inform the RN of job expectations, duties and standards, and to evaluate and inform the RN of her/his job performance. The Performance Review shall be corrective in nature rather than punitive, and shall only reflect concerns or discipline which have been previously discussed with the RN if any.

A newly hired RN shall receive a performance review, in writing, at the completion of her/his ninety (90) day ~~probationary~~ ~~introductory~~ period by the RN's Director or Manager and annually thereafter on or around her/his position date but not later than ninety (90) days following the position date. The period covered will be defined on the performance review.

The RN shall be given a copy of the performance review at the time it is reviewed with her/him, and shall have the right to attach a written response within thirty (30) days which shall become part of the evaluation. The RN may also elect to grieve the evaluation.

The performance review shall be discussed in a meeting with the RN, and the RN shall sign the performance review to indicate that it has been reviewed with her/him. Her/His signature, however, shall not be construed to indicate the RN's agreement with the performance review.

The RN must complete and submit the self-assessment one month (30 days) in advance of the performance review due date to her/his evaluator, Director/Manager.

Should an RN transfer into another position, the RN shall receive an additional performance review at the end of her/his first ninety (90) days in the new position and an annual review as stated above utilizing her/his newly appointed position date.

An RN who cross-trains will receive an initial ninety (90) day performance review and an annual review from the Director/Manager where the RN is cross-trained. This will occur during the RN's regular annual performance review period.

ARTICLE 10 PERFORMANCE IMPROVEMENT AND PROGRESSIVE DISCIPLINE

- A. Purpose:** The purpose of performance improvement progressive discipline is to help an RN correct her/his issue and become successful and productive. Progressive discipline provides supervisors with a consistent and fair process for handling disciplinary issues and protects the legal rights of the RN and the District. This process provides a structured way to improve and prevent behavior and performance issues, should they occur.
- B. Policy:** The District expects RNs to follow workplace policies and rules for the well-being of the District's patients, employees and business operations.
1. The District may issue discipline when conduct interferes with or adversely affects employment.
 2. The District shall utilize progressive discipline and shall consider varying factors to determine disciplinary steps, for example whether the offense is a repeated one despite coaching, counseling and training, the RN's work record, and the impact the conduct or performance issues have on the District's organization.
 3. Discipline shall be for just cause.

C. Procedures:

1. **Investigation.** Prior to issuing any discipline, the District shall investigate any allegations. Such investigation shall include an interview with the RN to whom the discipline may be issued. All RNs shall be notified of their right to representation during any investigatory interview which could result in discipline. Should the RN wish to be represented, the interview shall cease until the RN is able to reschedule with a Union Representative or Steward present when the District investigator is available. The investigation is not to exceed ~~ten (10) two (2)~~ weekdays from the time of incident unless an extension is mutually agreed upon by both parties. If the investigation occurs on an unscheduled day, the RN will be paid for the time in the investigation.
2. **Grievance Procedure and Representation.** Discipline at any step shall be subject to the Grievance Procedure outlined in Article 11.
3. **District Knowledge.** Discipline must be issued within ~~ten (10) weekwork~~ days after completion of the investigation ~~District knowledge regarding an alleged violation or incident~~, except if the RN is not at work or by mutual agreement.
4. **Skelly Procedure.** The following actions shall be taken by the District when any disciplinary action that might result in a loss of pay is being considered against an RN.
 - a. **Skelly Notice.** The RN shall be served with formal written notice of the proposed disciplinary action (“Skelly” notice) with a minimum of two (2) weeks advanced notice. The notice will inform the RN of the discipline proposed; the charges upon which the proposed discipline is based; the reasons for the proposed disciplinary action against the RN. The notice shall include copies of all documents upon which the proposed discipline is based; and a notice of the opportunity to respond to the proposed disciplinary action either orally or in writing within the allowed time.
 - b. **Right to Respond.** The RN shall be given the right to respond, either orally or in writing, to the Chief Human Relations Officer or her/his designee, prior to the disciplinary action being taken. The notice shall so inform the RN and set forth the time period and procedure for submitting or scheduling such a response. The time period set for the RN to respond, either orally or in writing, is jurisdictional and is to be strictly adhered to by the RN, unless an extension of such time is requested by the RN in writing and granted by the Chief Human Relations Officer or her/his designee in writing, an RN who fails to respond in the time period specified waives the right to respond either orally or in writing.
5. **Coaching.** For issues except for gross misconduct, the District shall first attempt to resolve issues in an RN’s performance through one-time coaching. Such coaching shall not be disciplinary, and as such shall not be subject to the grievance procedure. Should such issue not be resolved through coaching, the District may also consider employing the progressive discipline procedures outlined below, if appropriate.
6. **Progressive Discipline and Steps.** The District upholds a general progressive discipline policy for performance and conduct issues, including but not limited to verbal counseling,

written warnings, disciplinary probation, and terminations. However, major violations of the District's policies which can be characterized as gross misconduct, including violence, dishonesty, criminal activity, patient abandonment, illegal substances, harassment, discrimination, or safety violations may result in immediate removal from the worksite and the issuance of more serious, higher level discipline without following the lower steps.

- a. **Step One. Documented verbal counseling:** The first step in progressive discipline is verbal counseling. During this step, the District will speak to the RN about the performance or conduct issue. The District will also review the RN's job description and discuss pertinent job requirements with the RN to ensure her/his understanding of them. The District will carefully consider all of the circumstances regarding the offense, judge the severity of the problem, and look over the RN's work record. The District will identify the problem and counsel the RN regarding future behaviors. The District will collaborate with the RN to ensure the RN understands the significance of the issue and corrective action necessary. All communication will be documented on the District's Employee Progressive Discipline Form. Under appropriate circumstances and with approval of the Chief Nursing Officer as well as the Chief Human Relations Officer, the District may direct that the verbal counseling be removed from the RN's personnel file after a period of time.
- b. **Step Two. Written warning:** When the unacceptable performance or behavior for which the RN was counseled is not corrected, the next step in progressive discipline is a written warning. The written warning will clearly define the issue or problem and outline the facts associated with it. The written warning will also explain to the RN how to resolve the issue or problem. The District will collaborate with the RN to help her/him reach her/his resolution. Disciplinary probation, termination or both will result if corrective action is not taken by the RN and observed by the District. Written warnings become a part of the RN's personnel file. Under appropriate circumstances and with approval of the Chief Nursing Officer as well as the Chief Human Relations Officer, the District may direct that the written warning be removed from the RN's personnel file after a period of six months.
- c. **Step Three. Disciplinary Probation:** After both verbal counseling and written warnings have been issued and the specific behavior referred to in prior discipline has not been corrected, or in cases of gross misconduct, the RN may be placed on disciplinary probation. Disciplinary Probation is a serious action, and the RN is advised that termination will occur if improvement in performance or conduct is not achieved within the disciplinary probationary period. The RN's direct manager will establish the length of disciplinary probation, from 2 weeks to 60 days, after review of the RN's corrective counseling documentation. A District representative, who will also personally meet with the RN to discuss the disciplinary probationary letter and answer any questions, will prepare a written disciplinary probationary notice to the RN. The purpose of the disciplinary probation, as well as all other progressive discipline steps, is successful resolution of the issue.

- d. **Step Four. Termination:** Termination is the final step in the disciplinary process. All terminations, including termination following Disciplinary Probation, shall be by just cause.
7. **Administrative Leave.** Investigatory Administrative Leave shall not exceed seven (7) calendar days. Except by mutual agreement of the parties, if the investigation extends beyond seven (7) days the suspended RN will be returned to work.
8. **Notice to Union of disciplinary actions.** The Union's Chief Steward and authorized Representative shall receive notices of any disciplinary action more serious than a written warning immediately after such action is determined.

ARTICLE 11 GRIEVANCE PROCEDURE

A. Intent

The District and Union shall use the following procedure in an effort to resolve any Grievance that may arise during the term of the Agreement. This procedure shall be the exclusive remedy for all asserted violations of this Agreement. It is the intention of both parties to discuss and resolve disputes informally and attempt to settle them prior to resorting to Step 2 of the grievance procedure.

B. Definitions

The following definitions apply:

1. "Grievance" - Any dispute by the District, Union, or Registered Nurse concerning the interpretation or application of any provision of this Agreement.
2. "Days" - Means calendar days. Whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or District holiday, the period shall be extended to the next day which is not a Saturday, Sunday or District holiday.

C. General

1. Grievances shall be resolved exclusively via the procedures set forth.
2. Time periods provided for herein may be waived only by the express written agreement of both parties.
3. Grievances must be in writing and must include the following information:
 - a. The specific facts and circumstances which are disputed;

- b. The name(s) of the Registered Nurse(s), District representative(s), Union representative(s), or others involved;
 - c. The specific provisions of the Agreement which the grieving party claims have been violated; and
 - d. The specific resolution or remedy sought.
4. The District and the Union agree that it is their mutual intent to resolve all Grievances, if possible, expeditiously and informally. Any Grievance resolved at any step of the grievance procedure shall be resolved on a precedent-setting basis unless the District and the Union expressly agree otherwise in writing. All such written agreements must be signed by the District's Chief Human Relations Officer, or designee, and a designated Union representative.
 5. Unless otherwise specified, all notices or forms to be filed by the Union must be filed with the District's Chief Human Relations Officer, or designee. All notices and forms to be filed by the District shall be filed with the Union's designated representative, unless otherwise specified.

D. Procedure

Step 1 – Informal Review. ~~The Grievant should first discuss the Grievance with her/his Department Manager/Director and attempt to resolve the dispute informally. A written grievance must be filed not more than thirty (30) days following the date of the occurrence or discovery of the event giving rise to the Grievance. Within ten (10) days following receipt of the grievance, the grievant and her/his Department Manager/Director shall meet and attempt to resolve the dispute informally. A response shall be issued within five (5) days of the Step 1 meeting.~~

Step 2- Review by Human Relations. ~~Within ten (10) days of the Step 1 meeting, if the matter cannot be resolved via Step 1, or if the matter is a Union grievance not appropriate for informal review, the Union may move the grievance to Step 2 must file a written Grievance (as specified above) with the District's Chief Human Relations Officer, or designee. The Grievance must be filed not more than thirty days (30) days following the date of the occurrence or discovery of the event giving rise to the Grievance. During the twenty-one (21) day period following receipt of the written grievance, Within twenty-one (21) days following receipt of the Step 2 grievance,~~ the District and Union shall meet in an attempt to resolve the Grievance. Neither the District nor the Union shall bring more than three (3) representatives to such meeting unless otherwise agreed to in advance by both parties. The District shall respond in writing to the Grievance within fourteen (14) days after the Step 2 meeting.

Step 3 - Review by Chief Nursing Officer or designee. If the Grievance is not resolved at Step 2, the Union may proceed to Step 3 by delivering a written statement indicating its intent to proceed to the Chief Nursing Officer, or designee, with a copy to the Chief Human Relations Officer, or designee. This must be accomplished within ten (10) days of receipt by the Union of the District's Step 2 response. During the twenty-one (21) day period

following receipt of the written intent to proceed, the parties shall meet in an attempt to resolve the Grievance. Neither party shall bring more than three (3) representatives to such meeting unless otherwise agreed to in advance by both parties. The District shall respond in writing to the Grievance within ten (10) days after the Step 3 meeting.

Note. In the case that the grievance is filed by the District:

Step 1) The District will first discuss the Grievance with the Union Representative and attempt to resolve the dispute informally.

Steps 2 and 3) If the matter cannot be resolved via Step 1, the District must file a written Grievance (as specified above) with the Union Representative. The Grievance must be filed not more than thirty days (30) days following the date of the occurrence or discovery of the event giving rise to the Grievance. During the twenty-one (21) day period following receipt of the written grievance, the District and Union shall meet in an attempt to resolve the Grievance. Neither the District nor the Union shall bring more than three (3) representatives to such meeting unless otherwise agreed to in advance by both parties. The Union shall respond in writing to the Grievance within fourteen (14) days after the Step 2 meeting.

Step 4 – Mediation. If the Grievance has not been resolved at Step 3, the parties may mutually agree to utilize the services of an agreed upon mediator to resolve the Grievance and to avoid unnecessary use of the arbitration process.

- a. A request by either party for mediation must be made within ~~seven (7)~~fourteen (14) days of the Step 3 response.
- b. The period for referring the Grievance to arbitration will be stayed while the parties consider the mediation request.
- c. Neither the District nor the Union will be bound by any recommendation of the mediator.
- d. Either the District or Union may terminate the mediation process immediately by written notice at any time.
- e. The costs of mediation, if any, shall be shared equally by the parties.

Step 5 – Arbitration. If the parties are unable to resolve the Grievance pursuant to the above procedures, the Union may submit a written request to the Chief Human Relations Officer, or designee, requesting arbitration. The Union must do so within ~~fourteen (14)~~seven (7) days of receipt of the District's Step 3 response or within ~~fourteen (14)~~seven (7) days of receipt of the mediator's decision if Step 4 is used.

- a. Within seven (7) days of receipt of a request for arbitration, the parties will attempt to reach mutual agreement on an arbitrator. If they cannot do so in that time frame they will jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike names from that list

- until they have reached agreement, or only one name remains. The particular party who strikes first will be determined by a flip of a coin.
- b. Once an arbitrator has been chosen, she/he will be immediately informed by the parties of her/his selection. Depending on availability of the parties and the arbitrator, the parties will make their best efforts to hold and complete the arbitration within sixty (60) days.
 - c. The arbitrator's authority will be limited to interpreting the provisions of the Agreement, and the arbitrator has no authority to add to, subtract from or modify the Agreement in any way.
 - d. Where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not commence on a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure. If the arbitrator awards back pay to a grievant who was suspended without pay or discharged, any interim earnings that the RN has received above and beyond any pre-existing secondary employment shall be offset against any such back pay award.
 - e. Each party shall be responsible for one half of the costs associated with the arbitration such as arbitrator fees, transcript costs, etc. Each party shall, however, be responsible for its own representation costs.
 - f. If mutually agreed, at least ten (10) days before a scheduled arbitration, the parties shall exchange the following at least five (5) days before the arbitration:
 - A list of all witnesses each party intends to call during its case-in-chief.
 - Copies of all documents each party intends to introduce during its case-in-chief.
 - g. The arbitrator's decision will be final and binding upon all parties.
 - h. The arbitrator shall issue her/his award within thirty (30) days of hearing unless the parties agree otherwise. The parties shall mutually agree on whether they want to waive post-hearing briefs on a case by case basis.
 - i. The parties may agree in writing to an expedited arbitration procedure for certain grievances. If such written agreement is made, the following shall apply:

- The case shall be heard within fifteen (15) days of receipt of the written request for arbitration;
- There shall be no post-hearing briefs unless the Arbitrator so requires;
- The Arbitrator may issue a bench decision, but shall issue her/his decision no later than fifteen (15) days following the close of hearing. Either party may request a brief written opinion from the Arbitrator setting forth the legal and factual bases for her/his decision.

ARTICLE 12 JOB DESCRIPTIONS

- A. Job Descriptions are in place for all RNs. These descriptions outline the qualifications, responsibilities, and duties of the RN job, and provide structure for assessment of the RN's current job performance.
1. The RN will be expected to sign the Job Description upon hire and/or change in RN position.
 2. If a Job Description is updated, the updated Job Description will be signed by the RN.
 - i. Job Description changes will be addressed through the Orientation Advisory Committee
 3. An RN may be asked to work on special projects or assist with other work not directly specified in the Job Description.
- B. RN Skills Checklists will be in place for specific patient populations and/or departments for which the RN has been hired to work.
1. The RN skills checklist will change as new procedures are added.
 - a. The RN will complete a competency validation to any new skill added that was not part of the skills checklist completed during orientation.
 - b. RN skills check list changes will be addressed through the Orientation Competency Committee.
 2. An RN who does not feel competent to complete any skill on the RN skills checklist independently, will notify the House Supervisor or Manager as appropriate.
 - a. If appropriate, the RN will be assigned a preceptor to demonstrate competence to the skill.
- C. The Initial and Annual Performance Evaluations will be based on the Job Description.

- D. In the event the District establishes a new classification within the bargaining unit in addition to those now in existence, the District and the Union shall meet to negotiate the rate of pay prior to implementation.
- E. In the event the District intends to change job titles or job duties, the District shall send the Union a draft of proposed changes indicated no less than 30 days in advance. The Union may request to negotiate with respect to changes.

ARTICLE 13 FILLING OF VACANCIES AND OPEN POSITIONS

A. Purpose.

The District and the Union subscribe to the principle of filling Registered Nurse position vacancies from within. ~~Except as noted in Section F, qualified~~ Qualified in-house applicants shall be considered over outside applicants provided that applications are made in compliance with the procedures described below.

B. Postings and Process.

All RN positions will be posted internally, and may also be posted externally if not filled from within. A copy of all postings shall be forwarded, at the time of posting, to the Chief Steward designated by the Union. At all levels of posting, the Union and the District will leave a message or email in an attempt to ensure that RNs who are not at work are aware of openings.

1. **Departmental and Internal Postings.** All RN vacancies to be filled shall first be posted within the department and internally for a period of seven (7) calendar days and offered to department RNs by email once at the beginning of that posting period. Preference shall be determined by department seniority provided applicants have equal skill sets based on education, licensure, certifications, experience, skills and abilities, and provided the RN is not on disciplinary probation.
2. **~~Internal and External Postings.~~** ~~If, after a period of seven (7) calendar days, no departmental candidate accepts the position, the position will be posted internally by District email to RNs, on the District website, and on the Human Relations Department Bulletin Board for a period of ten (10) calendar days. In order to be considered for internal transfer to such vacancies in another department, RNs must possess the minimum qualifications for the position and submit a transfer request to the Human Relations Department within the ten (10) day posting period. Preference shall be by District seniority provided applicants have equal skill sets based on licensure, certifications, experience, skills and abilities, and provided the RN is not on disciplinary probation.~~

If no internal candidates meet the minimum qualifications within the seven (7) ten (10) day posting period, the posting shall then be converted to open until filled and posted externally. An internal candidate will be handled as follows provided an offer has not already been made to an external candidate:

If an internal candidate applies after the ~~seven (7) ten (10)~~ day posting period, meets the qualifications of the position, has equal skill sets based on education, licensure, certifications, experience, skills and abilities, and is not on disciplinary probation, she/he shall be offered the position over an external candidate.

If a current RN was not at work during the internal posting period and was not aware of the vacancy due to extenuating circumstances, she/he shall be offered the position over an external candidate provided she/he meets the qualifications of the position, and is not on disciplinary probation.

If an internally selected candidate is appointed, transfer to the new position will take place within six (6) weeks except that this period may be extended by mutual agreement.

C. Return to Position Period.

An RN who transfers internally shall have the right to return to her/his former position, if said position is still available, during the first 45 days after transfer. A transfer request form must be submitted. If said position is not available, reasonable efforts will be made to place the RN in a comparable position as soon as is practicable.

D. Duration in Position.

Unless approved by CNO, RNs must remain in a position a minimum of six (6) months subsequent to the completion of orientation prior to requesting a transfer or applying for another position. If the RN received specific training to support competency in the position, the RN must comply with the training agreement.

E. Seniority is defined in Article 18.

F. Flex Positions

The parties agree to allow one (1) travel-specific "flex" positions in the Perinatal Department. These traveler-specific positions may require work on opposing shifts, which will not be required of permanent nurses.

**ARTICLE 14
REFERRAL BONUS**

- A. RN staff will be paid a Referral Bonus up to \$750 to recruit identified hard to recruit staff RN positions.
- B. Two payments of the referral bonus will be made to the RN: \$300 after the recruited RN completes orientation and \$450 after the recruited RN successfully completes one year of employment (cannot be in the discipline process).
- C. The recruiting RN must complete the appropriate HR Form. When the candidate is hired and completes the required time frames for RN bonus payment, HR provides the authority to management to submit the request to payroll to make the payment.

**ARTICLE 15
TEMPORARY FILLING OF RN VACANCIES**

- A. The District shall make all reasonable efforts to recruit and retain permanent RN staff.
- B. Subject to the limitations of this Article, vacant RN positions can be filled on a temporary basis by whatever means the District deems necessary, including but not limited to Traveler RNs, if the District is unable to find a suitable applicant for a vacancy.
- C. With the RN's approval, the District may rotate an RN to a vacant RN position for a set length of time usually not to exceed 6 months. Extensions shall be by mutual agreement.

~~D. The District will only use temporary RNs after a vacancy has been posted or to cover for an approved leave of absence.~~

~~E.D.~~ When negotiating Travelers contracts, the District will work diligently to secure contracts which do not give Travelers rights over permanent RNs (e.g. floating, scheduling).

~~E.E.~~ The District will post and keep vacancies filled by Travelers active and ongoing. ~~The District will and~~ make all reasonable efforts to fill the vacancy permanently both internally and externally in order to reduce the dependency upon Traveler RNs.

~~G.F.~~ The District shall notify the Union of all unit/department RN Traveler request for hire and the duration and/or extension of the contract once hired.

**ARTICLE 16
POSITION CLASSIFICATION STATUS**

A. Regular Benefited Status

Registered Nurses (RNs) who work regular full time benefited or part time benefited schedules will be based on the budgeted hours for the position. Regular benefited status hours must be achieved through a combination of actual hours worked, in-service education, education leave, bereavement leave, jury duty, administrative call-off (Low Census Day), and PTO. The regular benefited status categories are as follows:

Position Classification	Categories	# of Hrs Per 2 Week Pay Period
Full Time Benefited	0.90 - 1.00	72 - 80 hours
Part Time Benefited	0.75 - < 0.90	60 - 71 hours

B. Non-Benefited Status

Part Time Non-Benefited RNs are assigned to a schedule of 0.01 - < 0.75 based on the budgeted hours for the position. Part Time Non-Benefited RN status hours must be achieved through a combination of actual hours worked and in-service education, and administrative call-off (Low Census Day). The non-benefited status category is as follows:

Position Classification	Categories	# of Hrs Per 2 Week Pay Period
Part Time Non-Benefited	< 0.75	< 60 hours
Per Diem Non-Benefited	+/- .01	No set hours

Per Diem and Part Time Non-Benefited RNs are generally non-benefited unless qualified as follow: 1) Per Diem and Part Time Non-Benefited RNs may receive health care benefits if qualified under the Patient Protection and Affordable Care Act and applicable Internal Revenue Code sections; 2) Per Diem and Part Time Non-Benefited RNs may qualify for paid sick leave according to the State of California Healthy Workplaces/Healthy Families Act of 2014; 3) Per Diem and Part Time Non-Benefited RNs may qualify for retirement benefits as determined by the applicable Retirement Plan document:

Defined Benefit – RNs who were hired and became a participant in the Plan before January 1, 2013, are eligible to receive benefits under this Plan. However, if an RN is currently participating in the District’s 401(a) Retirement Plan or if an RN was hired on or after January 1, 2013, the RN is not eligible to participate in this Plan.

Defined Contribution 401(a) – RNs who attained the age of twenty-one (21) and were not a participant in the District’s defined benefit plan prior to January 1, 2013, are eligible to enroll in the Plan after completing one year of employment in which the RN worked at least 1,000 hours.

Per Diem RNs are used for intermittent work, fluctuating workload, relief of regular status RNs, special projects, or other circumstances. The amount of work available to Per Diem RNs may fluctuate from week to week. Refer to Article 17, RN Per Diem staff.

Temporary and Traveler RNs are hired on a temporary basis based upon department needs. Temporary and traveler RNs are non-benefited. If a temporary or traveler RN becomes a regular RN, seniority credit will not be provided for time spent in temporary or traveler status.

Part time non-benefited RNs shall be compensated like Per Diem RNs as may be referenced in the RN Wages Article 37 to this agreement.

ARTICLE 17 PER DIEM STAFF

- A. A Per Diem RN shall be available to work a minimum of 300 hours per year, including hours spent on call, and yearly competency hours, unless an approved Medical Leave of Absence prevents her/him from fulfilling this commitment. The District shall guarantee that each Per Diem RN is offered a minimum of 300 hours.
- B. Per Diem RNs must be available to work at least one of the following holidays each year: Christmas Day, New Year’s Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day. Director may approve Christmas Eve and New Year’s Eve as substitutes to better meet the department need.

~~B.C. Perioperative Department Per Diem RN's are required to take weekend call four (4) weekends per year. Per Diem RN's who are not required to take weekend call must be available to work four (4) shifts during weekends (Friday p.m. through Sunday p.m. inclusive) in a calendar year.~~

~~C. Per Diem RNs not required to take weekend call must be available to work 4 (four) shifts during weekends (Friday pm through Sunday pm inclusive) in a calendar year.~~

D. A Per Diem RN is required to submit her/his available hours based on schedule needs within two (2) weeks of the posted schedule. Per Diem RNs will be scheduled by rotation if more than one request is made for the same shift. If a Per Diem RN is cancelled, that shift will count in required hours.

E. Per Diem RNs ~~may choose to work~~ shall not be required to be available for opposing shifts.

F. Once the final department schedule has been posted, Per Diem RNs are expected to work all assigned shifts.

~~G. Identified Per Diem RN positions on the Department Position Control may be required to take call.~~

~~H.G.~~ After 120 days of non-availability, unrelated to an approved Leave of Absence for her/his own serious health condition, the Per Diem RN may be separated.

ARTICLE 18 SENIORITY DATE

A. Seniority date is defined as the date the Nurse was hired as a Registered Nurse at the District. Certified Nursing Assistants and Licensed Vocational Nurses, who become Registered Nurses, will receive one (1) year of seniority credit for three years of employment at the District as a CNA or LVN.

B. In the event that two (2) Nurses have the same seniority date, the seniority tie will be broken by the total years of service at the District and by the number of straight and overtime hours worked in the past two (2) years at the District.

ARTICLE 19 HOURS OF WORK, OVERTIME, AND SHIFTS

A. Workweek

The District's workweek is a seven (7) day period beginning at 11pm on Saturday and ending at 10:59 pm on Saturday.

B. Pay Period

The District's standard pay period is defined as 80 hours for a fourteen (14) day period beginning at 11 pm on Saturday and ending at 10:59 pm on the second following Saturday. Shift agreements for 10-hour and 12-hour shifts specify differences from the standard.

C. Overtime

For RNs on eight (8) hour shifts, overtime shall be paid at the rate of time and one half the RN's regular rate for all hours worked over eight (8) in a day, or eighty (80) in a pay period. Double time will be paid for all hours worked over twelve (12) in a day.

For RNs on ten (10) hour straight time shifts, overtime will be paid at the rate of time and one half the RN's regular rate for all hours worked over ten (10) in a day, or forty (40) in a workweek. Double time will be paid for all hours worked over twelve (12) in a day.

For RNs on twelve (12) hour straight shifts, overtime will be paid at double time for all hours worked over twelve (12) in a day. Overtime will be paid at the rate of time and one half the RN's regular rate for all hours worked over forty (40) in a work week.

Every attempt will be made to distribute overtime equitably among District RNs within each department, except for those RNs who have requested to be on a no call list.

Travelers shall not be offered overtime shifts unless there has been an attempt to contact District RNs in the department first.

There shall be no pyramiding of overtime or pyramiding of other forms of premium pay (i.e., overtime cannot be combined with holiday pay or Call Back pay).

D. Hours Worked

Hours worked means time spent in work related activities including District required or approved continuing education. Hours of work does not include PTO, Leaves of Absence or Disability.

RNs working eight (8) hour shifts shall not be required to work more than five (5) consecutive days. RNs working ten (10) hour shifts shall not be required to work more than four (4) consecutive days. RNs working twelve (12) hour shifts shall not be required to work more than three (3) consecutive days.

E. Work Shifts

Scheduled work shifts shall be of 8, 10, and 12 hour duration. Shorter scheduled shifts shall be permissible to meet workforce and department needs by mutual agreement.

Work shift agreements will be signed for ten (10) and twelve (12) hour shifts or other than eight (8) hour shifts.

RNs shall be scheduled with consistent start times except by mutual agreement, and except for the Perioperative Units and set schedules in the Emergency Department. RNs shall not be scheduled to work opposing shifts in a week except at the RN's initiative and with adequate rest time between shifts. **

The main RN Acute/Subacute Services and Perinatal Services twelve (12) hour shift pattern will be 0700-1930 and 1900-0730.

The main RN Critical Care Services twelve (12) hour shift pattern will be 0300-1530 and 1500-0330. This shift may be modified by a majority vote of District Critical Care Services RNs which may be requested by: 1) District Critical Care Services RNs when 35% of them request a vote or 2) Administration when 35% of a department's total shift positions are open. Such vote shall not take place at more frequent intervals than twelve (12) months. In the event of a majority vote for change, such change will take place sixty (60) days from the date of the election. The District may request volunteer RNs to provide periodic coverage on a scheduled different shift for a set time period. If there are no volunteer RNs, the parties shall meet and confer over possible solution to meet required timeframes.

Shifts shall be chosen among RNs according to current department practices; if issues arise over such, the parties shall meet and confer for resolution.

ARTICLE 20 MEALS AND REST PERIODS

- A. During each four hours of work, when the meal period is not scheduled, a Registered Nurse (RN) is allowed a 10-minute rest period. An RN is not deducted time when she/he takes a 10-minute rest period.
- B. The normal meal period is an uninterrupted thirty (30) minute period. Any RN that works greater than a 6-hour shift is entitled to take a 30-minute meal period.
- C. RNs will be scheduled for and provided an uninterrupted duty-free 30-minute meal period. An uninterrupted meal period is defined as a period in which no direct patient care is required. Meal breaks will be scheduled to begin during a four-hour block beginning with the 4th hour and no later than the end of the 7th hour of work. An RN may request a meal break at a different time than the beginning of the 4th hour and the end of the 7th hour. The request will be granted if relief staff are available during the alternate requested time.
- D. In cases of emergency, where an RN does not receive an uninterrupted meal break or is required to remain on campus, the meal break shall be compensated as time worked at straight time, recognizing that such additional time may result in overtime based on the length of the shift.
- E. An RN will be expected to take her/his meal period at her/his scheduled time or trade with another RN with the same or equal competencies.

- F. The District will assign an RN with necessary competencies to provide meal period relief. If no RN with necessary competencies is available, management personnel with the necessary competencies may provide such relief.

ARTICLE 21 SHIFT DIFFERENTIALS

A. Weekdays

1. Day Shift - Work schedules/hours that fall between the hours of 0700 and 1900 are considered day shifts and thus are not eligible for shift differential pay.
2. Night Shift - The RN night shift differential will be a capped flat rate of \$11.00 per hour and will be paid for hours worked between the hours of 1900 and 0700.

B. Weekends

1. RNs working between the hours of Saturday 0700 to 1900 and Sunday 0700 to 1900 will receive weekend differential of a capped flat rate of \$3.00 during those hours.

ARTICLE 22 STANDBY/CALLBACK

- A. Standby is used to ensure coverage for a department based on the departments' routine operations and when RNs are placed on low census.
- B. Standby is when an RN is available to her/his department, and when contacted, reports to work per department response time Policy and Procedure.
1. Response time for Standby/Callback is 30 minutes or the usual commute time of the RN (not to exceed an hour).
- C. Except when mandated due to a low census day or in Perioperative Services where Standby is Mandatory, Standby shifts shall be voluntary.
- D. Shifts shall be posted for RNs to sign up for voluntary Standby. The preliminary six (6) week schedule with open shifts shall be posted for RNs for seven (7) days, two (2) weeks prior to the posting of the final schedule. However, the Perioperative Unit schedule will be posted in four (4) week increments with Standby shifts posted by the 15th day of the preceding month.
- E. Travelers shall be offered Standby shifts one (1) week prior to the posting of the final schedule.
- F. Cross-trained RNs from other departments may also sign up for voluntary Standby shifts.
- G. After the schedule has been posted, an RN may offer her/his standby shifts to another RN with the same or equal competencies to cover the shift.

- H. The hourly Standby rate is paid at \$6.25 per hour for each hour the RN is required to be on Standby.
1. An RN shall continue to receive Standby pay during time she/he is called back for duty.
 2. When an RN is called upon to report to work during the period of such Standby service, she/he shall be guaranteed a minimum of two (2) hours work for each occasion for which she/he is called in not to exceed the total hours of the standby period.
 3. If the RN is scheduled and still on the clock when the RN is to be on Standby, the Standby pay shall begin when the standby shift begins.
 4. If the RN is scheduled to go on Standby at 1500 and volunteers or is placed on low census at 1400, the RN may be placed on Standby at 1400 when the RN swipes out.
- I. An RN who is not on Standby and is called in to work will receive One Time Callback pay in the amount of \$27.50 in lieu of Standby pay.
- J. All non-exempt RNs who are on Standby or receive One Time Callback and are called into work shall receive Call-back pay.
1. Call back pay begins at the time the RN arrives at work and swipes into Kronos.
 2. An RN called back between the hours of 07:00 and 19:00 shall be paid Call Back pay of one and one half the regular rate of pay (time and a half).
 3. An RN called back between the hours of 19:00 and 07:00 shall be paid Call Back pay of double her/his base rate of pay inclusive of shift differential. See Article 21 RN Shift Differentials.

ARTICLE 23 REPORTING PAY

- A. An RN shall be paid a minimum two (2) hours straight-time of the RN's base pay, reporting pay, only:
1. if the RN is required to report on a non-work day for mandatory attendance at training classes or staff/unit meeting
 2. if the RN has not been called off and reports to work for a regular shift and is sent home.
- B. Reporting pay shall be paid at premium rates if applicable.

ARTICLE 24 PAY FOR EDUCATION AND COMMITTEES

- A. A Registered Nurse (RN) who comes to work to attend a scheduled meeting or education event will:

1. Be paid:
 - a. According to Reporting Pay, Article 23
 - b. Her/His base hourly wage if attendance is during her/his scheduled work day or if attendance is outside the scope of Reporting Pay, Article 23.
2. Clock into the appropriate Kronos hour code and cost center.
3. If the mandatory attendance is less than 2 hours – for Reporting Pay – it is the RN’s responsibility to clock out and complete an edit sheet to assure RN receives a minimum of two (2) hours pay.

B. Those RNs who can complete education modules while providing care, will remain clocked in as scheduled.

**ARTICLE 25
WITNESS PAY**

The District will reimburse an Registered Nurse (RN) at her/his straight time hourly rate, for the time spent in necessary traveling, waiting and testifying when the RN is subpoenaed by the District, or an affiliated organization to appear in court or at a deposition, or by any other party when the RN is subpoenaed to appear in court or at a deposition to testify as to matters arising out of her/his employment with the District. If the RN uses her/his own vehicle, the District will reimburse the RN for the round trip mileage between the work-site and the place of appearance at the rate permitted by the Internal Revenue Service. An RN will not be reimbursed in cases where the District, or an affiliated organization is not a party to the action.

**ARTICLE 26
EMERGENCY MODIFICATION OF WORK SCHEDULE**

In cases of emergency that affect the District’s ability to provide safe patient care, scheduling changes will occur in the following order:

- A. The District will request for volunteers;
- B. Make changes to the schedules of Travelers/Registry Nurses;
- C. If changes are still required, such changes shall be made in reverse order of unit seniority, provided the department competencies are met.

**ARTICLE 27
MANDATORY OVERTIME**

The District and the Union recognize that mandatory overtime is not desirable. Acceptance of overtime and shifts beyond the RN’s schedule shall be voluntary, except

- A. Where patient care would be endangered by an external emergency which may or may not have been declared by state, local or federal government, or
- B. If unforeseen, emergent patient care needs, for example complications in surgery, or a code, would jeopardize patient safety.
- C. RNs may be required to provide extra hours as applicable to the situation. Per Diem and Part-time RNs may be scheduled before Full-time.

**ARTICLE 28
RN SHIFT CHARGE**

A. An RN Shift Charge will be assigned in the following departments: OR when the OR Coordinator is not present weekdays (Board Runner); PACU weekdays (work with Infusion Center); Acute/Subacute Services (24x7); Emergency Department (24x7, ~~Triage RN~~).

~~B. The parties shall meet and confer prior to any proposed implementation of this article for Perinatal Services.~~

~~C.B.~~ The RN Shift Charge shall rotate among experienced RNs.

~~D.C.~~ RNs who will rotate as Shift Charge will receive competency training to the RN Shift Charge performance standards and feedback in the annual performance review.

~~E.D.~~ An RN shall have a reduced patient assignment for those shifts she/he acts as RN Shift Charge. Such assignment shall take into consideration patient acuity and Shift Charge responsibilities.

~~F.E.~~ RNs who have accepted a precepting assignment shall not also act as Shift Charge on the same shift except when the RN agrees that both duties can safely be done. In the event the Shift Charge is also the Preceptor the RN shall receive both differentials.

~~G.F.~~ RNs shall receive an hourly differential of \$1.00 per hour per scheduled shift as RN Shift Charge not to exceed the shift hours.

**ARTICLE 29
HOUSE SUPERVISOR ASSISTANT**

- A. The District shall continue to utilize a Registered Nurse who has been previously cross-trained to House Supervisor duties and wishes to continue in this role, except that her/his duties shall be modified to the House Supervisor Assistant position Job Description.
- B. The RN shall be compensated at an alternate rate 5% above her/his RN rate of pay when she/he is working as House Supervisor Assistant.
- C. The District agrees to meet and confer with the Union should the District wish to consider the posting of additional House Supervisor Assistant positions.

**ARTICLE 30
PERSONAL CELL PHONES**

- A. Use of personal cell phones/electronic communication devices by Registered Nurses (RNs) is limited during work hours.
 - 1. RNs may NOT use personal cell phones/electronic communication devices for personal purposes in front of patients or visitors.
 - 2. Personal cell phones/electronic communication devices must be silenced, on vibrate, or turned off during work hours.

**ARTICLE 31
UNIFORMS AND DRESS CODE**

- A. The District shall continue to provide Registered Nurse (RN) uniforms on a department by department basis according to current evidence based practice.
- B. RNs shall follow best practice for safety, infection control, and patient sensitivity.
- C. ~~When the RN is required to wear a uniform that cannot be worn to and from the work location due to infection control standards, the RN will be allowed ten (10) minutes to change clothes at the beginning and end of the shift.~~
- D. C. RNs will follow the District Dress Code Policy which was approved by the parties on 01/29/2016.

**ARTICLE 32
LOW CENSUS DAYS**

- A. Low Census Day (LCD) is defined as an unrequested absence of one shift or less for the benefit of the District. LCD may be voluntary or involuntary, and is implemented when a department's staffing levels exceed current and next shift projected patient care requirements based on nurse patient ratios and acuity.
- B. The District may elect to mandatorily low census or cancel a Registered Nurse (RN) for a whole or partial shift. In addition, the District may determine to place the RN on-call for the hours called off. An RN, who is not yet at work, will be notified 1 ½ hours prior to her/his scheduled shift for low census or on-call.
- C. Records of low census will be maintained by the House Supervisor and recorded in the electronic staffing system by the department in the department Red Staffing Log Notebook
 - 1. The low census will be recorded and paid as:
 - a. VLCD-PTO (voluntary-staff requested off, paid time off)
 - b. VLCD-ZP (voluntary-staff requested off, zero pay)

- c. MLCD-PTO (involuntary, paid time off)
 - d. MLCD-ZP (involuntary, zero pay)
2. Summary information shall be provided to the Professional Practice Council (PPC) and the Staffing Issues Advisory Committee (SIAC) quarterly.
- D. The maximum number of involuntary low census hours per Full-time benefited, Part-time benefited, and Part-time non-benefited RN will be up to two (2) shifts in three (3) pay periods not to exceed one shift per pay period. Hours constituting a shift are defined by the RN's Employment Status. There shall be no maximum number of involuntary low census hours for per diem RNs. There shall be no maximum number of voluntary low census hours for RNs of any position classification status.
- E. When the House Supervisor identifies that more RN staff is scheduled than needed to provide service under projected census needs, taking into consideration all anticipated admissions and workflow, the District may invoke floating protocols according to Article 48
- F. The House Supervisor, prior to placing the RN on low census, will check if any of the RN staff members working are eligible to complete mandatory and other department operational CNO approved and assigned projects including but not limited to:
- 1. Skill development and cross training;
 - 2. Patient chart audits and other quality audits;
 - 3. Completing assigned annual competency training and continuing education modules;
 - 4. Department specific assigned projects such as re-ordering supplies, organizing equipment rooms, follow-up calls to patients, completing educational programs, etc.
 - 5. An RN shall suggest educational or other projects that she/he is interested in to her/his Manager or Director to be considered for approval.
- The RN indirect hours ~~and description of work~~ will be recorded in the electronic staffing system~~department Red Staffing Log Notebook~~. The RN may be rotated for indirect hours during the shift.
- G. After all alternatives have been exhausted throughout the clinical area, if the District places an RN on low census, the following protocols shall apply:
- 1. Reassignment of regular cross trained staff (within her/his competency) to another department or position on her/his regular worked shift
 - 2. Cancellation of RN overtime shifts resulting from the day of the Low Census. This shall not apply to RNs working their regularly scheduled shift but who picked up additional shifts earlier in the week.

3. Solicitation of volunteer RNs
 4. Cancellation of Traveler whose contract so allows
 5. Cancellation of Per Diem staff
 6. Reassignment of RN (voluntary) to another day of the week or shift
 7. Rotational cancellation of an RN's shift provided such rotation does not compromise patient safety or flex preceptors.
- H. RNs shall be permitted to split a low census day as long as it meets the needs of the department.
- I. An RN who volunteers for low census shall have the choice whether or not to use PTO or to be unpaid and receive "zero pay," so that the LCD hours do not negatively impact PTO accrual.
- J. RNs who are called off may review and receive a copy of documentation of department census and acuity upon request.

ARTICLE 33 LAYOFF

- A. **Notice.** In the unfortunate and unlikely event of a prospective long term RN layoff, the District shall notify the Union with as much advance notice as possible but not less than fourteen (14) days prior to the effective date of the layoff.
- B. Upon request by the Union, the District shall meet and confer with the Union to consider any Union proposal(s) advanced as an alternative to layoff and/or the impact of such layoff.
- C. **Voluntary Reductions.** The District shall first seek any RN voluntary reductions in percentage appointment within the affected department, and offer an early retirement package to be negotiated with the Union, in order to avoid layoff.
- D. **Procedure.**
1. In the event a layoff is still necessary, layoffs shall be according to inverse order of District seniority among Registered Nurses in the affected department unless:
 - a. Remaining RNs in the department are unable to accept potential patient assignments because they do not possess competencies, specialized skills, experience, or ability needed that less senior RNs in the same department possess.
 - b. Remaining Registered Nurses in the department will not accept the hours, scheduling, and location of the position that has been eliminated.

If any of the above conditions are met, the District shall bypass the Registered Nurse otherwise eligible for layoff and select the next RN with the least seniority within that department.

2. Registered Nurses will be selected for layoff in the following order:
 - a. Travelers on the shift and department impacted by workforce reduction, unless any of the conditions listed in Section D.1. above apply.
 - b. Temporary Registered Nurses hired for a specific period of time.
 - c. Per Diem and non-benefited RNs in inverse order of department seniority.
 - d. Regular Full time and part time benefited RNs in inverse order of department seniority
3. Registered Nurses with District seniority may request to bump other Registered Nurses as follows:
 - a. The Registered Nurse who seeks to utilize bumping rights has at least 2 years of District seniority.
 - b. In situations involving only one Registered Nurse in the District to be laid off, that Registered Nurse may utilize Bumping rights to displace the most junior Registered Nurse within the District based upon District Seniority and must currently be qualified to perform the job duties of that RN. The RN who seeks to bump must have greater District seniority than the RN being bumped. If the RN who seeks to bump the most junior RN is not currently qualified, she/he shall have no other bumping rights and shall be subject to layoff, unless any of the conditions listed in Section D.1. above apply.
 - c. In situations involving more than one District Registered Nurse to be laid off, bumping rights shall work as follows:
 - i. The District shall ascertain whether there are any Registered Nurses with less District seniority than all of the Registered Nurses otherwise designated for layoff. If so, the District shall compile a list of such less senior Registered Nurses. The compiled list should not be greater than the number of Registered Nurses scheduled for layoff. The Compiled List will not include RNs already designated for layoff. The RN designated for layoff with the next most District Seniority may then choose to bump one Registered Nurse on the Compiled List. The process shall continue until there are no RNs remaining on the Compiled List. As described above, any Registered Nurse who seeks to bump must be qualified to perform the job duties of the position to be bumped into.

E. Severance and Recall.

1. An RN who is laid off shall receive one-half (½) week of severance per year of continuous service up to a maximum of four (4) weeks. An RN who accepts severance shall forfeit recall rights.
2. An RN who is subject to layoff shall have priority consideration for vacant positions for which the RN is qualified unless severance was accepted.
3. RNs selected for a workforce reduction will remain on the recall list for a period of one year after the reduction unless severance was accepted.
4. Any RN who is laid off and rehired within 12 months shall be reinstated with prior seniority.
5. The District will pay for its portion of premiums due on the District medical plan documents for laid off RNs eligible for such plans in accordance with District policy.

ARTICLE 34

CALL-IN PROCESS WHEN RN IS UNABLE TO WORK A SCHEDULED SHIFT

- A. Registered Nurses (RNs) working in the District's main hospital, except for RNs working in the Perioperative Department will notify the House Supervisor if the RN is unable to work her/his scheduled shift at least 2 hours before the start of the shift. RNs working in the Perioperative Department will notify her/his direct supervisor.
- B. RNs working in the NIHD Clinics ~~B-clinic practices that are managed by the District as well as the Rural Health Clinic (RHC)~~, will notify her/his direct supervisor if the RN is unable to work her/his scheduled shift at least 2 hours before the start of the shift.
- C. RN needs to communicate with her/his supervisor if she/he is unable to work her/his scheduled shift due to a Medical Leave of absence (MLOA).
- D. RN does not need to discuss why she/he is unable to work her/his scheduled shift however she/he does need to communicate if there is a need for a job-protected leave of absence or if the absence is due to an infectious process that might have affected patients and or staff members.
- E. Employee Health and Infection Control will be notified of Infectious Disease cases for trending and possible intervention if any RN has an infectious process.

ARTICLE 35 ATTENDANCE

A. Purpose:

Maintaining a stable and reliable workforce is critical to the effective and efficient delivery of health care services. It is recognized that unplanned time away from work will be necessary. The following article sets forth the expectations for attendance and establishes corrective action standards for unacceptable attendance. These expectations apply to all shifts an RN is scheduled

to work, including regular shifts, voluntary shifts, mandatory overtime shifts, and scheduled classes.

B. Protected Absences:

1. Absences due to a serious health condition, including those covered under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Americans with Disability Act (ADA) and/or time spent on any approved Job Protected Leave of Absence (see Article 36 Leaves of Absence), will be considered a protected absence. Such conditions must be documented through the Human Relations Department.
2. The District maintains the right to request documentation in cases of a pattern of absences (as defined in Section C below) due to RN illness. Patterns of absences documented as requested shall be protected. Patterns of absences not documented as requested shall not be protected.
3. Pre-approved vacation, personal holiday, scheduled sick leave, bereavement leave, jury duty, and military leave will be considered protected absences.
4. Absences due to work-related injury and approved as an on-the-job (workers' compensation) injury will be considered protected.
5. Any scheduled shifts or work that are called-off, or otherwise not worked due to a management-initiated decision relative to low census, safety concerns, failure to meet a condition of employment, will be considered protected absences.
6. Absences due to verified natural disasters such as floods, wildfires, earthquakes, or other conditions, natural or man-made, that make it impossible for RNs to report for scheduled work will be considered protected absences.

C. Patterns of Absences:

Four (4) incidents of the following within a 6-month time period will constitute a pattern:

1. A pattern of unscheduled absences on Fridays, Mondays, weekends, or preceding or following a holiday or scheduled day(s) off, or
2. A pattern of unscheduled absences on days that were requested off but could not be accommodated.

D. No call/No show and Job abandonment/AWOL:

An RN who fails to call or report for a scheduled shift is considered a no call/no show. The District will make a diligent attempt to contact the RN to ensure that the RN is safe and that there has not been any miscommunication regarding the schedule. Three (3) consecutive scheduled shifts of willful no call/no show will be considered a resignation/termination.

E. Punctuality:

An RN is expected to report for work and be ready to start her/his shift at her/his scheduled start time. Similarly, an RN is expected to leave for, and return from, scheduled breaks and lunch periods in a timely manner. A tardy is any time an RN fails to be at her/his work station ready to begin work at her/his scheduled start time, as well as returning late from a meal break. For consistency, tardy is defined as being more than six (6) minutes past the scheduled start time. An RN will have the option to use the Kronos station outside the cafeteria when clocking in and out for her/his meal break.

F. Failure to “swipe” (clock in and out):

RNs are expected to swipe in or out to reflect actual hours worked. If the RN misses a swipe, the RN will utilize a Kronos edit sheet. However, RNs are expected to miss less than 10% of an RN's required punches over a rolling six (6) month period.

Under no circumstances shall an RN clock in or out for another RN or any other District employee.

G. Time period for attendance management:

A rolling twelve (12) month period will be considered in monitoring attendance. If discipline has not been issued for eligible occurrences, discipline will begin at the lowest level appropriate to the offense, and shall only progress based on future occurrences. Attendance will be monitored with the most recent occurrence and subsequent disciplinary action taken for additional occurrences. All occurrences will be expired after 12 months from the date of the occurrence.

H. Count of occurrences:

Attendance issues that meet the definition of an unscheduled and unprotected absence (as noted above) will count as one (1) occurrence.

Tardy arrival to work or late return from meal/break will count as half (1/2) occurrence.

Missed punches or edited punches, exceeding 10% over a rolling 6-month period, will count as half (1/2) occurrence.

One willful no call/no show will count as six (6) occurrences and result in a written warning. A second willful no call/no show will result in one (1) additional occurrence, for a total of seven (7) resulting in probation. A third occurrence of willful no call/no show will count as one (1) additional occurrence for a total of eight (8) resulting in termination.

Failure to notify the House Supervisor or direct supervisor that the RN is unable to work her/his scheduled shift at least 2 hours before the start of the shift, as referenced in Article 34, will count as half (1/2) occurrence.

~~Tardy Late arrival/returning from meal/break, missed punches or edited punches exceeding 10% over a rolling 6-month period will count as half (1/2) occurrence.~~

I. Occurrences for attendance will be counted as follows:

1. Total of four (4) occurrences (for any reason) = Coaching
2. Total of five (5) occurrences (for any reason) = Documented verbal counseling
3. Additional full occurrences, total of six (6) occurrences (for any reason) = written warning
4. Additional full occurrences, total of seven (7) occurrences (for any reason) = probation
5. Additional full occurrences, total of eight (8) occurrences (for any reason) = termination

~~Exception: Movement through the steps above are to be executed in full increments of an occurrence and not with a half (1/2) occurrence. For example: if an RN receives a documented verbal counseling at 4.5 occurrences, then a written warning could not be given until the RN had reached 5.5 or more occurrences.~~

J. Initial employment period/probationary period:

An RN in the initial employment/probationary period, who has three (3) occurrences, will receive a written warning. If the RN has one or more additional occurrences within the remainder of the initial employment/probationary period or extended initial employment probationary period, the RN may be subject to termination of employment. This excludes those RNs who are in a probationary period due to a transfer. If the initial employment/probationary warning is given and the remainder of the initial employment is completed successfully, the RN will be at the written warning step of the disciplinary process at the end of the initial employment/probationary period.

**ARTICLE 36
LEAVES OF ABSENCE**

- A. Legally Required Leaves of Absence.** Upon reasonable advance notice by an eligible RN, the District will grant any Leaves of Absences in accordance with all applicable federal, state, and/or local laws.
- B. Supplemental Leaves of Absence.** RNs who have completed ninety (90) days of employment may be eligible for a Supplemental Leave of Absence of up to twelve (12) months. Such Supplemental Leave of Absence shall be granted for an RN's own serious health condition that renders her/him unable to perform the functions of her/his position, to care for a parent, child, spouse, or domestic partner who has a serious health condition, or for purposes of childbirth, breastfeeding, bonding, adoption or foster care. However, unless otherwise required by law, RNs may not combine Supplemental Leaves of Absence with any other leaves of absence in this Agreement (including those described in Subsections A and C in this Article) to obtain more than the 12-months of leave allowed under this Subsection.

Unless otherwise required by law, there is no guarantee of immediate return to position after a Supplemental Leave of Absence. However, all effort will be made to accommodate an RN's absence and place the RN upon her/his return in the same or comparable position in which the RN was employed prior to her/his Supplemental Leave of Absence. Return to work shall be in accordance with Subsection G.

- C. **Leaves of Absence Under District Policies.** An RN shall also be entitled to any additional Leaves of Absence she/he is eligible for pursuant to District Policies.
- D. **Pay During Leaves of Absence.** Time off for Leaves of Absence will ordinarily be unpaid unless otherwise required by law; provided, however, that RNs may use any accrued PTO to substitute for any unpaid leave.
- E. **Benefits During Leaves of Absence.** In accordance with applicable law, the District may continue an RN's participation in benefits to the same extent and under the same conditions as if the RN was not on leave. In addition, benefits under this Agreement shall be maintained during the paid portions of the leave and/or during any portion of the leave that qualifies for FMLA or CFRA. Beginning on the first day of the month following the exhaustion of paid portions of the leave and/or during any portion of the leave that does not qualify for FMLA or CFRA, the RN may elect to continue medical benefit coverage by paying her/his portion of the cost of such coverage. RNs are encouraged to arrange a payment schedule with the Human Relations Department. Under appropriate circumstances, the District may recover from the RN the costs of any health insurance coverage it has paid on behalf of the RN during the period of any unpaid portion of the leave.
- F. **Seniority During Leaves of Absence.** Seniority shall continue to accrue during any Medical Leave which is for injury or illness compensated under the Workers' Compensation laws of the State of California; such accrual shall be limited to twelve (12) months. Seniority shall also accrue during any other Medical or Family Leave for a maximum of ninety (90) calendar days. During that portion of leave or layoff which exceeds 90 days, seniority shall be retained but not accrued.
- G. **Return to Work After Approved Leave.** Return to work after any approved Leave of Absence under subsection A shall be in accordance with all applicable federal, state, and/or local laws. With respect to a Supplemental Leave of Absence under subsection B, all effort will be made to accommodate an RN's absence with existing resources and place the RN upon her/his return in the same or comparable position in which the RN was employed prior to her/his Supplemental Leave of Absence. Unless otherwise required by law, there is no guarantee of immediate return from a Supplemental Leave of Absence if her/his position is no longer available/open. However, if an RN on a Supplemental Leave of Absence notifies the District in writing of a definite return to work date within twelve (12) months of the date her/his leave started (total length of leave of absence), no additional help will be placed in her/his work classification until an opening occurs and that RN has been offered a return to work. The total length of a leave of absence includes Legally Required Leaves of Absence and Supplemental Leaves of Absence. In the event an RN on a Supplemental Leave of Absence fails to request a return to work, refuses a return to work offer, or fails to respond to a return to work offer within fourteen (14) calendar days, the District will have no further

reemployment obligations to the RN. Return to work after any approved Leave of Absence shall be in accordance with seniority standing of the RN as defined above and include any wage increases that would have affected all RNs during the approved Leave of Absence.

- H. **PTO Donations.** An eligible RN may donate/transfer her/his paid time off to another employee in accordance with the District’s Leave Donation policy.
- I. **Separation.** In the event the District determines, after complying with the rest of this Article, that it can no longer reasonably accommodate an RN, it shall follow the procedure outlined in Article 10, Performance Improvement and Progressive Discipline, prior to any anticipated separation of employment.

ARTICLE 37
WAGES
Pay Scale Adjustments

A. RN pay scale ranges:

Effective upon the first pay period after July 1, 2016 or after ratification of this agreement whichever is later, each RN will be placed on the following range according to her/his number of full years of RN experience.

Effective the first pay period beginning after ratification by the District, Clinic RNs in the NIA, Women’s and Pediatric Clinics shall be moved onto the RHC RN range and going forward such range shall be retitled Clinic RN.

Substitute with new Chart.

Reset Steps/Full Years of RN Experience	Position Title Category →	CLINIC RN		HOSPITAL RN		RNFA;CSE;RESOURCE NURSE		SASP COORDINATOR
		1410		1440		1455		1470
0	Minimum →	35.56	Minimum →	35.16	Minimum →	39.24	Minimum →	41.85
1		36.45		36.04		40.22		42.90
2		37.36		36.94		41.23		43.97
3		38.30		37.87		42.26		45.07
4		39.25		38.81		43.32		46.20
5		40.24		39.78		44.40		47.35
6		41.24		40.78		45.51		48.53
7		42.27		41.80		46.65		49.75
8		43.33		42.84		47.81		50.99
9		44.41		43.91		49.01		52.27
10		45.52		45.01		50.24		53.57
11		46.66		46.14		51.49		54.91
12		47.83		47.29		52.78		56.28
13		49.02		48.47	Maximum →	53.89		57.69
14		50.25		49.69				59.13
15	Maximum →	51.21		50.93			Maximum →	59.96
16			Maximum →	52.32				

Reset Steps / Full Years of RN Experience	Position Title Category ->	CLINIC RN (NIA, WOMENS)		CLINIC RN (PEDIATRIC)		CLINIC RN (RHC)		HOSPITAL RN		RNFA: CSE: RESOURCE NURSE
		1365		1375		1410		1440		1455
0	Minimum ->	31.42000	Minimum ->	32.67000	Minimum ->	34.10000	Minimum ->	33.72000	Minimum ->	37.63000
1		32.20550		33.48675		34.95250		34.56300		38.57075
2		33.01064		34.32392		35.82631		35.42708		39.53502
3		33.83591		35.18202		36.72197		36.31276		40.52340
4		34.68181		36.06157		37.64002		37.22058		41.53649
5		35.54886		36.96311		38.58102		38.15109		42.57490
6		36.43758		37.88719		39.54555		39.10487		43.63927
7		37.34852		38.83437		40.53419		40.08249		44.73025
8		38.28223		39.80523		41.54754		41.08455		45.84851
9		39.23929		40.80036		42.58623		42.11166		46.99472
10		40.22027		41.82037		43.65089		43.16445		48.16959
11		41.22578		42.86588		44.74216		44.24356		49.37383
12	Maximum ->	42.10000	Maximum ->	43.79000		45.86071		45.34965		50.60818
13						47.00723		46.48339	Maximum ->	51.67000
14						48.18241		47.64547		
15				Maximum ->		49.10000		48.83661		
16							Maximum ->	50.17000		

B. Pay Scale Adjustments:

The following base across the board increase shall be applied to all RNs in the bargaining unit. The bottom of the current range, the top of the current range and each step on the range shall move with the across the board increases:

Two and One-Quarter Percent (2.25%) on July 1, 2018 upon ratification of this Agreement by the District.

Effective the first pay period after July 1, 2017, increase based on the CPI Pacific Cities West – B/C (=less than 1,500,000 population) (<http://www.bls.gov/regions/west/cpi-summary>) as of the end of May 2017 for the 12-month period ended May 2017.

C. Step Increases:

Step increases of 2.50% shall be awarded annually to each RN in the bargaining unit on the first day of the pay period following the anniversary of the RN’s position date. Such date shall not be modified by approved leave of absence. Step increases shall be based on full years of RN experience, rather than merit. Step increases shall not be granted beyond the maximum of the pay scale range.

D. Education Pay Differentials:

An RN with additional accredited degrees not required in her/his job description shall receive the following which apply not to exceed \$2.80 per hour above the maximum of the pay scale range:

- \$0.40 per hour for Bachelors; or
- \$1.00 per hour for Bachelors – BSN; or
- \$2.00 per hour for Masters – in healthcare related field; and
- \$0.40 per hour per certification for up to two certification identified as eligible according to the Nursing Certification Policy and Procedure.

E. Non-Benefited Part-Time and Per Diem RNs:

Non-Benefited Part-Time and Per Diem RN shall receive 5% above her/his appropriate pay rate on the pay scale range, not to exceed 5% above the maximum of the pay scale range. A Non-Benefited Part-Time or Per Diem RN who changes to a Full-Time Benefited or Part-Time Benefited position classification status will resume her/his appropriate pay rate on the pay scale range.

No RN shall suffer any loss of wages when initially placed on the RN pay scale ranges above nor due to a negative CPI. If frozen in her/his step, only a CPI pay increase will be in effect until the RN is in her/his appropriate step progression.

**ARTICLE 38
HEALTH CARE PLAN BENEFITS
(MEDICAL, PHARMACEUTICAL, DENTAL, VISION)**

The District shall maintain the Basic and Basic Plus Health Care Plan benefits – Medical, Pharmaceutical, Dental, and Vision – at the levels provided as of the date of recognition, for benefited RNs. Coverage for newly hired or newly eligible benefited RNs shall begin on the first day of the month after the date of hire or coverage eligibility.

Per Diem and Part Time Non-Benefited RNs will be offered health care benefits equal to that of benefited RNs, in compliance with the Patient Protection and Affordable Care Act and applicable Internal Revenue Code sections. Per Diem and Part Time Non-Benefited RNs who work at least 30 hours per week or whose service hours equal at least 130 hours a month averaged over the 12 calendar months of the prior year are considered full-time. Such benefits shall continue for the following 12 calendar months until the next measurement period. The District shall schedule a non-benefited RN so that she/he qualifies for health care benefits unless the District's coverage needs or RN availability necessitates different scheduling. A non-benefited RN shall not be scheduled so as to avoid qualification for health care benefits.

Monthly RN contributions shall be as follows:

Basic Coverage:

Employee Only	\$ 11.50
Employee Plus 1	\$214.60
Employee Plus 2 or more	\$311.56
2-Married/Certified DP employees benefited plus 1	\$226.10

Basic Plus Coverage:

Employee Only	\$ 39.72
Employee Plus 1	\$279.78
Employee Plus 2 or more	\$379.94
2-Married/Certified DP employees benefited plus 1	\$319.50

An RN in a benefited position who provides evidence of other non-Medi-Cal insurance health plan coverage shall continue to receive cash in lieu of benefits in the amount provided on the

date of recognition, \$120.00 per month if RN opts out of all health care plan benefits –or– \$104.00 per month if RN opts for dental and vision only (no medical/pharmaceutical coverage).

The foregoing benefit offerings shall be subject to the definitions, policies, terms, conditions, limitations, or other provisions required in any plan document or by any administrator, vendor, or provider of services of each specific benefit offering. The foregoing benefit offerings shall also be administered solely in accordance with their respective terms and conditions and no matter concerning the benefits or any difference arising thereunder shall be subject to the grievance or arbitration procedure of this Agreement (excluding the terms described in this Section). The selection of the administrators, vendors, or providers of services of each specific plan shall be determined by and at the sole discretion of the District. Any changes to the foregoing benefit offerings made by the administrators, vendors, or providers of services will be communicated with the Union as soon as possible when the District receives such change notification and information.

ARTICLE 39 OTHER BENEFITS

The District shall continue to maintain the following benefit offerings for RNs as they were provided as of the date of Recognition:

- 457 Deferred Compensation Plans – Lincoln / Valic
- Financial Center Credit Union / AltaOne Credit Union
- Employee Assistance Program
- Colonial Life – Universal Life Insurance, Term Life Insurance, Short-term Disability Insurance, Accident Insurance, Cancer Insurance
- TASC Flexible Spending Accounts – Medical Expense, Dependent Care
- LegalShield
- UNUM – Group Term Life & Accidental Death & Dismemberment Insurance, Long-term Disability, Work-life balance EAP, Worldwide emergency travel assistance

The foregoing benefit offerings shall be subject to the definitions, policies, terms, conditions, limitations, or other provisions required in any plan document or by any administrator, vendor, or provider of services of each specific benefit offering. The foregoing benefit offerings shall also be administered solely in accordance with their respective terms and conditions and no matter concerning the benefits or any difference arising thereunder shall be subject to the grievance or arbitration procedure of this Agreement (excluding the terms described in this Section). The selection of the administrators, vendors, or providers of services of each specific plan shall be determined by and at the sole discretion of the District. Any changes to the foregoing benefit offerings made by the administrators, vendors, or providers of services will be

communicated with the Union as soon as possible when the District receives such change notification and information.

**ARTICLE 40
RETIREMENT PLANS**

A. Northern Inyo County Local Hospital District Retirement Plan: Defined Benefit Pension Plan

The Northern Inyo County Local Hospital District Retirement Plan* (hereinafter referred to as the Defined Benefit Pension Plan) shall continue in effect and shall continue to be provided to all RNs eligible to participate in the Defined Benefit Pension Plan at benefit levels currently provided.

Effective October 1, 2018, any member of the bargaining unit, who is eligible to participate in the District's Defined Benefit Pension Plan, who leaves District employment and Any former employee who was previously enrolled and continues to be eligible to participate in the District's Defined Benefit Pension Plan, who returns to employment with the District more than five years since his/her last date of employment with the District, shall not return to participation in the Defined Benefit Pension Plan. Instead, he or she shall be eligible to participate in the District's 401(a) Retirement Plan only.

B. Northern Inyo Healthcare District 401(a) Retirement Plan

The Northern Inyo Healthcare District 401(a) Retirement Plan (hereinafter referred to as the 401(a) Plan) shall continue in effect and shall be provided to all eligible RNs who are not eligible participants in the Defined Benefit Pension Plan. For 2015 and the duration of this agreement, the District shall make an annual contribution to the 401(a) Plan in the amount of 7.00% of eligible compensation which shall be allocated to participants in accordance with 401(a) Plan Documents.

**When the District modifies the name of its Retirement Plans from Northern Inyo County Local Hospital District to Northern Inyo Healthcare District, this Article shall still apply to such Plans.*

**ARTICLE 41
PAID TIME OFF (PTO)**

A. PTO Accrual

PTO combines all vacation time, holiday time and sick leave benefits.

Benefited RNs earn PTO according to the following schedule:

PTO Accrual Level	Lifetime Benefit Hours (LBH)	Pay Period Accrual Amount	Number of Pay Periods Per Year	Total PTO Hours Per Year	Maximum Accrual Amount
-------------------------	------------------------------------	------------------------------------	---	--------------------------------	------------------------------

	(A)	(B)	(C)	(D)	(D)*1.5=(E)
Level I	0.00 to 8,319.99	7.69	26	200.00	300.00
Level II	8,320.00 to 18,719.99	9.23	26	240.00	360.00
Level III	18,720.00 or more	10.77	26	280.00	420.00

The above hours of PTO (B) are earned only when the benefited RN is paid at least eighty (80) hours during the pay period. Hours above or below 80 will be prorated with a maximum of 1.2 times the appropriate accrual rate. Whenever paid hours consisting of any combination of time worked, PTO or paid absence (excluding “hours” paid by an external source for income replacement) are less than fifty-six (56) hours during the pay period, the RN will earn no PTO for that pay period.

B. PTO Cash Outs

Whenever the PTO Maximum Accrual Amount (E) is reached, the RN will be cashed out down to the maximum allowed amount each pay period that the maximum is exceeded.

On two designated pay periods in November or December of each year, benefited RN may elect to receive pay for a portion of accrued (earned but not used) PTO to her/his credit. RN must leave a minimum of 40 hours in her/his PTO balance after cash-out.

C. Use of PTO

1. All requests to use PTO for vacation are subject to approval by the Director/Manager.
2. Approvals of requests to use PTO for vacation shall take place annually according to the following process:
 - a. RNs shall request to use PTO for vacation for the fiscal year or twelve (12) month period beginning July 1 and ending on June 30 and not sooner than six months before the start of that period and not later than five months before the start of that period.
 - b. Requests to use PTO for vacation shall be limited to four (4) weeks. Longer requests will require Executive Team approval. If coverage cannot be secured to cover all requested PTO for vacation, such requested PTO for vacation will be approved in rotation from most senior to least senior, crossing request periods and calendar years if necessary, until such time that all RNs wishing to use PTO for vacation during requested periods have received their preference. The rotation shall then begin again.
 - c. Requests shall be granted, modified or denied by the end of February.
 - d. One RN per shift per department is allowed. Additional requests to use PTO for vacation time off greater than one RN off per shift per department may be granted if department size and skill mix allow.
3. Requests to use PTO for vacation submitted during the calendar year after the January deadline shall be granted as possible within 15 calendar days after the request.

Department seniority-based rotation will be the tiebreaker if two requests are received on the same day, as described in section 2.b.

4. Requests to use PTO for vacation shall not be unreasonably denied.
5. Approved requests to use PTO for vacation shall be documented in writing and shall not be canceled once approved.
6. Requests to use PTO for vacation will be granted for time equal to or less than the PTO accrued by the RN at the time the request is made. Time off exceeding an RN's accrued PTO may only be granted by the Executive Team based on HR Policy.
7. See Subsections A and B above for information about PTO accrual amounts and cash outs.
8. Coverage for approved requests to use PTO for vacation:
 - a. Management shall be responsible for securing coverage.
 - b. If RN is part of a weekend work rotation, RN may submit a weekend switch proposal with her/his request to use PTO for vacation.
9. If the RN withdraws her/his request to use PTO for vacation prior to the posting of the schedule, the RN will work her/his regular shifts. If, however, an RN withdraws her/his request to use PTO for vacation after the schedule has been posted, he/she will not be guaranteed those hours and may have to use her/his PTO.
10. If an RN withdraws her/his approved request to use PTO for vacation, the DON will notify all of the RNs in the Department of this change giving another RN a chance to request to use PTO for vacation at that time.
11. PTO combines all vacation time, holiday time and sick leave benefits. Use of PTO for holiday time and sick leave are according to District policies. Please also reference Articles: 4–Union Rights; 16–Position Classification Status; 32–Low Census Days; 34–Call-in process when RN is unable to work a scheduled shift; 36–Leaves of Absence; 42–Holiday Pay/Scheduling.

ARTICLE 42 HOLIDAY PAY/SCHEDULING

- A. Registered Nurses (RNs) who are required to work on the actual date of any of the listed recognized holidays 2.-5. will be paid at the premium rate of time and one-half the RN's hourly rate of pay (inclusive of any applicable shift differentials in accordance with Article 21) for the hours worked during the specified times listed for the holidays in 2.-5.
- B. Registered Nurses (RNs) who are required to work on the actual date of any of the listed recognized holidays 1., 6., or 7. will be paid at the premium rate of double the RN's hourly rate of pay (inclusive of any applicable shift differentials in accordance with Article 21) for

the hours worked during the specified times listed for the holidays in 1., 6., or 7. The District may not impose mandatory low census for New Years Day, Thanksgiving, or Christmas.

C. Holidays include:

1. New Year's Day (6:00 P.M. on December 31 to 11:00 P.M. on January 1);
2. President's Day (3rd Monday in February) (11:00 P.M. to 11:00 P.M.);
3. Memorial Day (4th or 5th Monday in May) (11:00 P.M. to 11:00 P.M.);
4. Independence Day (July 4) (11:00 P.M. to 11:00 P.M.);
5. Labor Day (1st Monday in September) (11:00 P.M. to 11:00 P.M.);
6. Thanksgiving Day (11:00 P.M. to 11:00 P.M.);
7. Christmas Day (6:00 P.M., December 24 to 11:00 P.M., December 25).

D. RNs who have signed 12-hour shift agreements will rotate 2 holidays per year based on a holiday rotation schedule.

E. RNs who have signed 10-hour shift agreements, 8-hour shift agreement or work less than that will rotate 3 holidays per year based on a holiday rotation schedule.

F. Nursing departments that do not routinely schedule patients on the holiday will be available for call on a rotational basis.

1. Call for holidays will be based on department need and follow a rotation plan

G. In the event that scheduled staff is not needed to work the holiday to meet patient needs, staff may request low census day (LCD) using PTO or Zero Pay (base rate).

H. RN whose religious beliefs call for the recognition of special days may use PTO or arrange for time off without pay provided prior arrangements have been made with her/his supervisor.

ARTICLE 43 NURSE PRACTICE AND PROCESS

A. The District and District Registered Nurses (RNs) will follow the California Code of Regulations and Licensure for RNs.

B. The Nursing Process shall be attached to this MOU and referenced as Appendix A.

ARTICLE 44
RN PROFESSIONAL PRACTICE COMMITTEE

- A. A Professional Practice Committee (PPC) of bargaining unit RNs will be established to consider and constructively recommend to the nursing administration ways and means to improve nursing practice and patient care, including health and safety, technology, and staffing ratio and acuity matters, insofar as provisions of the MOU are not added to or otherwise modified. Membership of the PPC will include a representative from the following departments or service lines: OR, PACU/Outpatient Services, Perinatal Services, ED, ICU, and Acute/Subacute Services. Clinic Service will not have a regular representative on the PPC. A department's representative will be elected by the bargaining unit members of that department or service line on a two-year rotational basis so that one-half of the committee members rotate out each year. In collaboration with the Director of Nursing, the RN schedule will be adjusted to allow for attendance at the meeting.
- B. The Connection to Council Form (located on the intranet) may be used by staff to share issues, ideas, or concerns. The Request for Process Standard Development /Review Form (also located on the intranet) may be used by staff to request Policies and Procedures, Clinical Forms, Standard of Care/Practice, Order Sets, Job Description development or revision. The forms will be routed to the CNO, Chair of the PPC, Director of Nursing Practice, and Chief Performance Excellence Officer. No RN shall be subject to reprisal for bringing forward nursing practice concerns to management or the PPC. The CNO, Director of Nursing Practice, Chief Performance Excellence Officer and Chair of the PPC shall meet monthly to review any submitted forms for action and/or committee referral.
- C. The PPC will meet monthly and members will be released from work and paid for their attendance up to two (2) hours. At least once per quarter the Chief Nursing Officer (CNO) or representative will be invited to meet with the PPC at one of its scheduled meetings. Whenever the PPC makes a written recommendation to the Nursing Executive Committee (NEC), the NEC shall respond in writing within thirty (30) calendar days, unless the NEC and the PPC mutually agree that the time may be extended. Whenever the NEC makes a written recommendation to the PPC, the PPC shall respond in writing within thirty (30) calendar days, unless the NEC and PPC mutually agree the time shall be extended.
- D. The PPC will furnish the CNO and the Scheduling Coordinator with the PPC meeting calendar and membership list. If the meeting calendar changes, the PPC will make every effort to provide notice of the new meeting time and date prior to the day on which the work schedule is established for attendees.
- E. PPC minutes will be posted on the intranet.
- F. The District will release the District's Cal-OSHA 300 logs in accordance with regulations.
- G. The District will provide an aggregate summary of QRRs every six (6) months. This aggregate summary will exclude patient privacy information.

- H. Because of the interdisciplinary nature of patient care, the PPC may also request to meet with representatives of other services or committees (e.g. Diagnostic Imaging, Cardiopulmonary, Rehabilitation, Pharmacy, Clinical Informatics, Clinics, Safety Committee, Resuscitation Committee). Attendance shall be arranged with approval from each representative's management.
- I. In addition to the PPC, an RN from each department or service line will be selected by the CNO and PPC to participate on three standing committees: Orientation Competency Committee (OCC) (Clinical Staff Educators to attend), Staffing Issues Advisory Committee (SIAC), and Clinical Consistency Committee (CCC). The SIAC shall include one staff RN representative each from OR, PACU/Outpatient Services, Perinatal Services, Critical Care Services, and Acute/Subacute Services, as selected by the PPC.
- J. An RN representative from each of the stated Committees above and the PPC RN representative of each department (OR, PACU/Outpatient Services, Perinatal Services, Critical Care Services, and Acute/Subacute Services) and representatives from ancillary departments (e.g. Lab, Diagnostic Imaging, Pharmacy, Rehabilitation, Cardiopulmonary) will attend an Interdisciplinary Shared Governance meeting to be held at least once a year. Other Management representation at the Interdisciplinary Shared Governance Meeting may include the CNO, Chief Performance Excellence Officer, Chief Human Relations Officer, Clinical Informatics, and the Director of Nursing Practice.
1. Information from the Performance Excellence Office, QA/PI teams, standing committees, and PPC will be shared.
 2. Other issues for discussion will pertain to advancing the safe and therapeutic delivery of healthcare via collaborative practice to achieve evidence based practice, patient outcomes, and safety awareness.
 3. The number one safety issue will be identified and prioritized for action.
- K. Department or service line specific concerns should be brought to the attention of the department or service line management. Concerns needing immediate attention may be addressed to the House Supervisor. Appropriate documentation, such as an incident report (aka QRR), should be completed as per policy. If a performance improvement project is formed to address such department specific concerns, and involves department RNs as stakeholders, department RNs will be represented on the project's membership.
- L. Projects, requests for process changes, performance improvement activities will be submitted through the QA/PI department.
- M. RNs may be asked on a voluntary basis to participate on QA/PI teams or other dedicated purpose committees (e.g. orientation competency, staffing issues, and clinical consistency), complete chart audits, or participate in District employee surveys.

ARTICLE 45 STAFFING

- A. The District will have a staffing system based on assessment of patient needs in accordance with Title 22 of the California Administrative Code and any other applicable State and/or Federal regulations regarding patient classification by acuity and minimum staffing ratios. The District will include meals and breaks when assessing and determining staffing needs.
- B. When an RN has concerns related to staffing, the concerns should be brought immediately to the attention of the House Supervisor. A Registered Nurse will not be disciplined for reporting such concerns. The District shall not compel RNs to accept a patient care assignment for which he/she does not have the required competencies, and RNs shall not unreasonably refuse to accept patient care assignments for which he/she is competent.

ARTICLE 46 STAFFING DISPUTES

- A. A Quality Review Report (QRR) will be written by RN staff in regards to any concerns or issues with staffing including State Mandated Staffing Ratios, acuity, competency of RN to meet the patient care assignment, etc.
- B. The District QRR process will be followed. Staffing related issues should be clearly indicated on the QRR form.
- C. When the QAPI-Compliance Department receives a QRR with a clearly indicated staffing issue, the RN or RNs initiating the QRR shall be provided an acknowledgement of a staffing related QRR, referencing the unit, date and shift of incident occurrence, as soon as practically possible. This process will only occur if the person(s) initiating the QRR is/are clearly marked and it is not an anonymously submitted QRR.
- D. A summary of all All-staffing QRR's will be forwarded by the Compliance QA/PI Department to the CNO for discussion at the Staffing Issues Advisory Committee (SIAC) and the Professional Practice Committee (PPC).
 - 1. The minutes of the SIAC will be posted on the intranet.
- E. The Director of Nursing (DON) will provide feedback to the RN(s) who wrote the QRR.
 - 1. Such feedback shall be documented in writing and a copy attached to the QRR.

ARTICLE 47 PATIENT CLASSIFICATION SYSTEM

- A. A revised patient classification system shall be established as a method of determining staffing requirements for each patient, each department, and each shift as appropriate, based on RN assessment of patient needs for nursing care in conformance with applicable State regulations.

1. The current patient classification system will remain in place until a new patient classification system is established.
- B. The **Professional Practice Committee (PPC) and the** Staffing Issues Advisory Committee (SIAC) will select the patient classification system, review the reliability and validity of the patient classification system annually, and recommend any modifications or adjustments necessary to assure accuracy in measuring patient care needs.
- C. The SIAC will review and recommend the top three choices of evidence-based acuity systems to Nursing Executive Committee (NEC). Timing of the selection will be dependent on vendor availability for presentation with a goal of recommendation to be accomplished within 121 days of ratification of this agreement.
- D. RNs will be spot checked for patient classification completion and accuracy, and timely education will be completed.
- E. The District will make every reasonable effort to procure additional personnel based on the rating from the patient classification system. If the acuity of the patient is too high for the department staff ratios and/or competency, the patient may be transferred to accommodate the care requirements.
- F. The District and the Union agree that the delivery of patient care benefits from including non-RN staff (for example CNAs, LVNs, Department Clerks, Telemetry Techs) to assist RNs in delivering care.

**ARTICLE 48
FLOATING AND CROSS TRAINING**

- A. Floating is defined as an unscheduled temporary assignment to another department other than the RNs regularly scheduled department. Floating shall occur due to staffing, departmental census, acuity and/or other patient considerations. In the event the RN feels that she/he lacks competency, including age specific clinical competency for an assignment, the RN shall inform the immediate supervisor. The supervisor and the RN shall alter such assignment if warranted.
- B. As part of the department Staffing Management Plan, a set number of positions will be cross-trained for coverage purposes.
 1. These positions are identified on the department position control and will be posted with the inclusion of the cross-training requirements.
- C. Staff that is cross-trained must complete orientation to the cross-trained department, or position. Staff may cross train to a total of two departments. Refer to Article 29 for House Supervisor Assistant differential – this role is separate from cross training.
 1. A one-time 5% increase will be allocated for cross training for up to two departments for a total of 10% maximum.

2. If the RN does not continue to meet cross training requirements, the RN will lose the 5% cross training increment.
 3. A cross trained RN must work sixty (60) hours two shifts in the cross trained department per calendar year.
 4. The District shall guarantee that each RN is offered a minimum of sixty (60) hours in the cross trained departments.
 5. Managers shall assist in scheduling cross-trained employees to meet their requirement.
 - 4.6. Cross-training nurses shall have access to the .electronic staffing system for all cross-trained departments.
 - 5.7. Annual competencies for the position cross-trained must be met.
 - 6.8. An annual performance appraisal will be received.
 - 7.9. See Orientation/Cross Training Time Frames, Article 49.
- D. RNs who are currently cross trained and decide not to remain cross trained will lose the 5% cross training increment.
- E. As examples, cross-trained staff positions include but are not limited to:
1. ED to ICU and ICU to ED
 2. Acute/Subacute to Mom-Baby/Prehospital Visit and Neonate Nursery (stable neonate)
 3. Perinatal to Acute/Subacute
- F. An RN who transfers from a department to another department may retain her/his cross-training from the transferred department. If the RN chooses to remain cross trained to the transferred department, she/he will receive the 5% cross training increment provided that the Master Staffing Plan has an open cross-train position in the department that they are transferring from. The District agrees that if there is no open cross-train position in the Master Staffing Plan, it shall meet and confer with the Union prior to making a decision. After meeting with the Union, the decision will be presented to the Board of Directors.
- G. With CNO and Department DON approval, staff may request to cross-train to other departments, position or skill of choice.
1. A 5% increase will be allocated for cross training up to a 10% total.
 2. If a staff member cross-trains to an additional department(s) by choice, the staff member will work in the cross-trained department if a need arises during a scheduled shift.
 3. Annual competencies for the position cross-trained must be met.

4. An annual performance appraisal will be received.
- H. Floating of RNs shall be subject to patient care considerations and staffing needs. When floating becomes necessary, RNs who are cross-trained to a specific department will be floated first.
- I. If a cross-trained RN is not available to float, and floating is requested, the RN who floats will complete the Floating Orientation Checklist. The RN will only perform duties to which the RN is competent to perform based on the RNs Job Description and Skills Check List.
- J. In the event a department has no patients, the Fixed Staff Floating Policy and Procedure will be followed.
- K. RNs shall be floated by rotation with the following exceptions:
 1. An RN acting in the capacity of a preceptor shall not be floated unless no other nurse has the necessary qualifications and competencies. In the case when a preceptor must be floated, the preceptee shall remain on the department and shall be assigned to another preceptor for that shift only.
 2. A new graduate RN who is hired shall not float until the completion of six (6) months in her/his assigned department.
 3. When possible, an RN with a minimum of one (1) year department-specific experience will remain in the department at all times. In the event that an RN needs to float to another department and there is only one RN who meets that criteria, the RN with greater than one-half (1/2) year and less than one (1) year of experience will float to the requesting department and will perform duties to which the RN is competent to perform based on her/his job description and skills checklist.

ARTICLE 49
ORIENTATION/CROSS TRAINING TIME FRAMES

- A. Time Frames will be established as a guide for orientation/cross training to positions within Nursing services.
- B. Orientation/Cross training policies and procedures will be reviewed by the Orientation Competency Committee.
- C. RN Staff floating to a department in which she/he is not cross-trained will be given a float orientation to the department including an RN resource. The float RN will function within the competencies of her/his Job Description.

ARTICLE 50
RN PRECEPTORSHIP

- A. Preceptorship: An organized and planned educational program in which staff preceptors facilitate the integration of novice staff and/or new hires, including travelers, into their roles and responsibilities in the work setting.
- B. A lead preceptor called a clinical staff educator will be identified for the following Departments or Services;
- Acute/Subacute Services .3fte
 - Perinatal Services .3fte
 - OP/PACU .25fte
 - Surgery/CSP .2fte
 - Emergency Department .3fte
 - ICU .3fte
- C. The Orientation Competency Committee (OCC) will oversee the RN Preceptorship Program including criteria and responsibilities.
1. The Department Lead Preceptor (Clinical Staff Educator) attends the OCC.
 2. The Department Lead Preceptor (Clinical Staff Educator) will complete orientation to the Clinical Staff Educator Job Description and be paid within that pay scale and are not eligible for the preceptor differential.
- D. Qualifications for a preceptor as defined in Policy & Procedure will be used to select RN staff to be trained as preceptors.
1. The Orientee will evaluate the preceptor at the completion of the orientation period.
 2. The Preceptor will evaluate the orientee weekly throughout the orientation.
- E. Becoming a preceptor for Registered Nurses, students, and other staff is voluntary.
- F. An RN designated as a preceptor will be paid her/his regular hourly rate for attending District provided preceptor training.
- G. An RN assigned as preceptor for a set period with a designated orientee will be paid the differential only during the preceptee's orientation period.
- H. An RN who has satisfactorily completed preceptor training will receive \$1.00 per hour preceptor differential for assigned time spent precepting District RNs during RN's

orientation period. An annual preceptor performance evaluation including a competency check will be completed to maintain preceptor pay.

- I. When an RN is assigned to perform preceptor duties, the RN will follow the Preceptor Policy.

ARTICLE 51 CONTINUING EDUCATION TIME

A. Continuing Education Time (CET):

1. The District is not responsible for providing Registered Nurse (RN) Continuing Education Units (CEU's) toward Licensure.
2. The District will provide in-house opportunities for RNs to receive CEUs through the District's education department which includes but is not limited to Learning Management Systems.
3. The District will compensate RNs ~~for up to 24 hours of non-direct patient care time to complete hospital-based~~ at straight time for completion of all mandatory District and Department-based education requirements (i.e., District learning management system courses (or similar online required courses)), BLS, ACLS, PALS, PEARS, NRP) and annual mandatory competencies each calendar year. ~~Additional hours may be approved by the CNO on a unit by unit basis.~~
4. ~~RN staff may be scheduled in four (4) hour work sessions to complete education requirements. In order to maintain licensure, RNs are allowed up to sixteen (16) hours of educational pay per calendar year. The sixteen (16) hours of educational pay per fiscal calendar year may be rolled over to the next year, and the maximum amount of accumulated educational pay shall be thirty-two (32) hours.~~

Employees will be responsible for submitting proof of class attendance to their department head. Department heads will be responsible for maintaining records of education days utilized by staff.

B. Requests for CET:

1. Requests for continuing education time to attend or take a continuing education course must be made no later than fifteen (15) days prior to the schedule due date when the class is to commence, whether the class is online or in person.
2. An RN who attends a continuing education course not requiring release time (e.g. on her/his day off or home study) is not required to request advance approval.

C. Requests for outside CET:

1. The District may request an RN to attend outside continuing education. If this occurs, the District will compensate according to policy.

ARTICLE 52
COMMUNICABLE DISEASES

- A. The District shall provide information and training to RNs on communicable illness and/or disease to which he/she may have routine or non-routine work place exposure.
 - 1. Information and training shall include the symptoms of disease, modes of transmission, methods of protection, work place infection control procedures, special precautions and recommendations for immunization where applicable.
 - 2. The RN shall actively participate in the training provided by the District.
- B. RNs shall be provided and use appropriate equipment and/or attire whenever the work conditions warrant such protection.
 - 1. The District and RNs shall follow all applicable Local, State, and Federal regulations relating to communicable diseases.
- C. The District shall work with the Local Health Department to address any pandemic or community concern.
 - 1. As needed, a Communicable Disease Management Task Force (CDMTF) can be convened to address issues as they arise. (All information from the CDMTF will flow to the Medical Staff Infection Control Committee.)
- D. A Volunteer Response Team (VRT) of RNs will be established for any Communicable Disease classified by CalOSHA as requiring specific precautions and training (example Ebola virus). Active involvement of the VRT will include reviewing the exposure control plan regarding the Communicable Disease procedures to be performed by the VRT RNs. Specific procedures for the identified Communicable Disease will require VRT RNs input for Medical Staff approval. Additional training and education will be provided to the VRT RNs.
 - 1. The CDMTF will monitor system wide preparedness and response to the pandemic, including but not limited to the availability of Personal Protective Equipment (PPE), implementation of Federal, State and/or local disease prevention standards, the need for off-site emergency triage, immunization and treatment services, isolation accommodations, and effective communication and/or training to direct care providers.
 - 2. The CDMTF will update the VRT RNs of any reports regarding system wide preparedness and response on an ongoing basis.
- E. The District shall not knowingly assign an RN to patient care situations which present imminent and unreasonable danger of illness, disease, serious harm or death to the RN.
 - 1. If an RN reasonably believes he/she has been given an assignment which presents an imminent danger, or increases unwarranted risk of exposure to disease or occupational hazards to the RN, the RN shall immediately bring the issue to the attention of her/his manager or designee for discussion and resolution.

**ARTICLE 53
SAFE PATIENT HANDLING**

- A. The District is committed to providing a safe working environment that includes a commitment to protect RNs from workplace injuries associated with the handling of patients. The District shall implement and maintain Policies and Procedures (P&P) associated with safe patient handling (refer to Safe patient Handling Subcommittee P&P list).
- B. Reasonable efforts will be made to eliminate the need for patient care providers to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, education and appropriate training for staff involved in handling of patients. Appropriately trained and designated staff is to be available to assist with patient handling.
- C. The following forums exist for RNs to raise safety concerns related to the handling or movement of patients:
 - Patient Safe Handling Subcommittee (refer to Subcommittee Purpose)
 - Professional Practice Committee
 - District Safety Committee
 - Monthly Department Safety Rounds completed by the Department Safety Resource Person
 - Ergonomic Rounds
 - Completion of Quality Review Report (QRR)
 - Notification of the House Supervisor and/or direct management
 - On the Annual RN Assessment to be completed at the time of the Annual evaluation
- D. The District shall give due and fair consideration to recommendations from the Safe Patient Handling Subcommittee that are intended to reduce workplace injuries associated with the movement or handling of patients.

**ARTICLE 54
PROFESSIONAL ACTIVITIES REQUIRED FOR ADVANCEMENT LADDER
LEVEL(NURSING ADVANCEMENT LADDER)**

Educational and/or Professional Activities required for each Ladder level are:

- RN Level 2: Must complete – 2 Professional Activities/year
- RN Level 3: Must Complete – 4 Professional Activities/year
- RN Level 4: Must complete – 6 Professional Activities/year

Activities can be used no more than two (2) times for each year of submission (with the exception of membership in professional nursing organization, which can only be used one (1) time).

Professional Development Activities:

- Nurse Preceptor/training new employee (RN, LVN, CNA, MA) – Minimum of 72 hours
- Charge Nurse – Minimum of 8 shifts
- Council/Committee chair/co-chair/active membership
- Community speaking engagement
- Community/hospital volunteer project
- Enrollment in program for BSN/Masters/Doctorate
- Completion of college course related to specialty relevant to nursing
- Membership in a professional nursing organization
- National nursing certification in a discipline relevant to the Nurse's home department from the Nursing Certification Policy and Procedure List
- NIHD Qualified Dual-Role Interpreter
- Unit based approved project or in-service presented at a staff meeting
- Published clinical article (in a professional nursing journal)
- Evidence Based Practice or Clinical Research project
- Key role in quality improvement project
- Formal Education Presentation (hospital-wide/nursing department)
- Mentoring LVN/RN/high school students – Minimum of 16 hours
- Visual Educational Tool
- CEU's:
 - Level 4 - 20 CEU's of Board of Nursing approved CEUs above annual mandatory training
 - Level 3 - 15 CEU's of Board of Nursing approved CEUs and above annual mandatory training
 - Level 2 –10 CEU's of Board of Nursing approved CEUs above annual mandatory training
- AHA Certified Instructor or other Certified Instructor in Nursing Teaching at an affiliated institution/Allied Health
- Super User - Competencies, EMR, infection control super user RFT/PPD, etc. (Documentation of training sessions required. Cannot be used if a duty/expectation of your position)
- Development and participation in skills fair
- Update Policy and Procedures (approved via committee(s) as required)
- Other activity approved by Unit Director, Unit Manager, Unit Assistant Manager or CNO

Clinical Ladder with the following levels

NORTHERN INYO HEALTHCARE DISTRICT

NURSING ADVANCEMENT LADDER

<u>LEVEL</u>	<u>CLINICAL EXPERIENCE REQUIRED</u>	<u>PROFESSIONAL DEVELOPMENT ACTIVITIES</u>	<u>CEU'S/ CONTACT HOURS ANNUALLY</u>	<u>ADDITIONAL DIFFERENTIAL REIMBURSEMENT</u>
<u>4</u>	<u>5 years of RN experience</u>	<u>6 Professional Development Activities</u>	<u>20 CEU's of Board of Nursing approved CEUs and above annual mandatory training as defined annually by the Chief Nursing Officer or required competencies for the nurse's position.</u>	<u>\$0.30 /hour</u>
<u>3</u>	<u>3 years of RN experience</u>	<u>4 Professional Development Activities</u>	<u>15 CEU's of Board of Nursing approved CEUs and above annual mandatory training as defined annually by the Chief Nursing Officer or required competencies for the nurse's position.</u>	<u>\$0.20 /hour</u>
<u>2</u>	<u>1 year of RN experience</u>	<u>2 Professional Development Activities</u>	<u>10 CEU's of Board of Nursing approved CEUs and above annual mandatory training as defined annually by the Chief Nursing Officer or required competencies for the nurse's position.</u>	<u>\$0.10 /hour</u>
<u>1</u>	<u>Less than 1 year of RN experience</u>	<u>None</u>		<u>\$0.00/hour</u>

- Nurses can apply to the next level at any time once they have met the requirements for the next level (Level 2 or higher).
- To apply and remain in the clinical ladder, the nurse must submit proof of clinical ladder qualifications to their Unit Director, Unit Manager, or Unit Assistant Manager.

D.

~~Article 54~~**ARTICLE 55**
INDEMNITY

The District shall provide the defense and indemnification for a Registered Nurse within the unit sued on account of acts or omissions in the course and scope of her/his employment where required by the provisions of California Government Code §995, et seq. (State Tort Claims Act).

~~Article 55~~**ARTICLE 56**
SAVINGS CLAUSE

If any provision or benefit contained in this Agreement is declared illegal by court of competent jurisdiction, or becomes illegal by virtue of changes in the law governing public employees, the remainder of this Agreement shall remain in full force and effect. The parties agree to negotiate upon such finding of illegality with the intent of arriving at a replacement, if possible, for the provision or benefit found illegal.

~~Article 56~~**ARTICLE 57**
NO STRIKE – NO LOCKOUT

- A. During the life of this Agreement, the District will not conduct any lockout of Registered Nurses subject to this Agreement.
- B. During the life of this Agreement, neither the Union, nor the Registered Nurses that compose it, will engage in any work stoppages, work slowdowns, sickouts, interruptions of work, or strikes.

~~Article 57~~**ARTICLE 58**
TERM OF AGREEMENT

~~This Agreement shall become effective as of the date of ratification and shall continue in full force and effect through June 30, 2018. This Agreement shall become effective as of the date of ratification and shall continue in full force and effect through June 30, 2019. The District agrees that it shall begin negotiations on a successor MOU during the first week of January 2019 or as otherwise agreed to/requested by AFSCME. The District is committed to reaching agreement on a successor MOU on or before June 30, 2019.~~

This agreement shall be automatically renewed and extended from year to year thereafter until either party serves notice in writing, which is received by the other party at least 90 days prior to the expiration date of this Agreement, of its desire to terminate or amend this Agreement.

If a new Agreement is not reached prior to the expiration of this Agreement or any anniversary date thereafter, the parties may, by mutual written consent extend the existing Agreement for a specified period of time.

SIGNATURES

NORTHERN INYO HEALTHCARE
DISTRICT

DISTRICT COUNCIL 57, AMERICAN
FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

Kevin S. Flanigan, MD MBA
Chief Executive Officer

~~Laurie Archer~~ Ron Daywalt, PACU Med Surg

DATE: _____

~~Anneke Bishop~~ Eva Judson, OB

~~Christine Hanley~~, Med Surg

Vickie LaBraque, OR/PACU

Cynthia McCarthy, ICU

~~Denise Merrill~~, ED

~~Maura Richman~~, OB

Heleen Welvaart, ~~Med Surg~~ RHC

Jane McDonald, AFSCME Representative

DATE: _____

**SIDE LETTER
DISTRICT SUPPORT FOR LVN PROGRAM**

American Federation of State Municipal and County Employees (AFSCME) and Northern Inyo Healthcare District (the District) agree that the District will support the Eastern Sierra Cerro Coso (ESCC) LVN program as it has benefited the District's recruitment of nurses and the community at large.

As such, during school year 2016 the parties agree that the District will work in collaboration with the RNs who are Cerro Coso Adjunct Clinical LVN Program Instructors to accommodate their scheduling needs as well as the needs of their department to support this important program.

Unless the parties hereto subsequently agree otherwise in a written executed document referencing this Side Letter by name, this Side Letter shall expire on December 31, 2016.

NORTHERN INYO HEALTHCARE
DISTRICT

DISTRICT COUNCIL 57, AMERICAN
FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

Kevin S. Flanigan, MD MBA
Chief Executive Officer

Jane McDonald
AFSCME Representative

DATE: _____

DATE: _____

APPENDIX 1 THE NURSING PROCESS

Source: The American Nurses Association, Inc.

The common thread uniting different types of nurses who work in varied areas is the nursing process—the essential core of practice for the registered nurse to deliver holistic, patient-focused care.

Assessment

An RN uses a systematic, dynamic way to collect and analyze data about a client, the first step in delivering nursing care. Assessment includes not only physiological data, but also psychological, sociocultural, spiritual, economic, and life-style factors as well. For example, a nurse's assessment of a hospitalized patient in pain includes not only the physical causes and manifestations of pain, but the patient's response—an inability to get out of bed, refusal to eat, withdrawal from family members, anger directed at hospital staff, fear, or request for more pain medication.

Diagnosis

The nursing diagnosis is the nurse's clinical judgment about the client's response to actual or potential health conditions or needs. The diagnosis reflects not only that the patient is in pain, but that the pain has caused other problems such as anxiety, poor nutrition, and conflict within the family, or has the potential to cause complications—for example, respiratory infection is a potential hazard to an immobilized patient. The diagnosis is the basis for the nurse's care plan.

Outcomes / Planning

Based on the assessment and diagnosis, the nurse sets measurable and achievable short- and long-range goals for this patient that might include moving from bed to chair at least three times per day; maintaining adequate nutrition by eating smaller, more frequent meals; resolving conflict through counseling, or managing pain through adequate medication. Assessment data, diagnosis, and goals are written in the patient's care plan so that nurses as well as other health professionals caring for the patient have access to it.

Implementation

Nursing care is implemented according to the care plan, so continuity of care for the patient during hospitalization and in preparation for discharge needs to be assured. Care is documented in the patient's record.

Evaluation

Both the patient's status and the effectiveness of the nursing care must be continuously evaluated, and the care plan modified as needed.

MEMORANDUM OF UNDERSTANDING

NORTHERN INYO HEALTHCARE DISTRICT

and

DISTRICT COUNCIL 57, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME), AFL-CIO

July 1, 2018 – June 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
Article 1 Agreement	1
Article 2 Recognition.....	1
Article 3 Management Rights	1
Article 4 Non-Discrimination	1
Article 5 Union Rights.....	2
A. Access / Solicitation and Distribution	2
B. Bargaining Release Time.....	2
C. Bulletin Boards	4
D. Email and Computers	5
E. Meeting Rooms.....	5
F. New RN Orientation.....	5
G. Notice of Changes.....	5
H. Other Union Leave Releases	6
I. Preparation, Printing and Distribution of this Agreement.....	6
J. Stewards.....	6
Article 6 Union Security	6
A. Fair Representation	6
B. Access To Registered Nurse Home Address and Telephone Numbers.....	7
C. Authorized Payroll Deductions.....	7
D. District Obligations.....	8
E. Hold Harmless	8
Article 7 Personnel Files.....	8
Article 8 Probationary Period	10
Article 9 Performance Review Process	11
Article 10 Performance Improvement and Progressive Discipline	11
A. Purpose	11
B. Policy	11
C. Procedures.....	12
Article 11 Grievance Procedure.....	14
A. Intent	14
B. Definitions	14
C. General.....	14

D.	Procedure	15
Article 12	Job Descriptions	18
Article 13	Filling of Vacancies and Open Positions.....	19
A.	Purpose.	19
B.	Postings and Process.....	19
C.	Return to Position Period.....	20
D.	Duration in Position.....	20
E.	Seniority.....	20
Article 14	Referral Bonus.....	20
Article 15	Temporary Filling of RN Vacancies	20
Article 16	Position Classification Status	21
A.	Regular Benefited Status	21
B.	Non-Benefited Status.....	21
Article 17	Per Diem Staff	22
Article 18	Seniority Date	23
Article 19	Hours of Work, Overtime, and Shifts.....	23
A.	Workweek	23
B.	Pay Period.....	23
C.	Overtime	23
D.	Hours Worked.....	24
E.	Work Shifts.....	24
Article 20	Meals and Rest Periods.....	25
Article 21	Shift Differentials	25
A.	Weekdays.....	25
B.	Weekends.....	25

Article 22 Standby/Callback.....	26
Article 23 Reporting Pay	27
Article 24 Pay for Education and Committees	27
Article 25 Witness Pay	28
Article 26 Emergency Modification of Work Schedule.....	28
Article 27 Mandatory Overtime.....	28
Article 28 RN Shift Charge	28
Article 29 House Supervisor Assistant.....	29
Article 30 Personal Cell Phones	29
Article 31 Uniforms and Dress Code.....	29
Article 32 Low Census Days	30
Article 33 Layoff	32
Article 34 Call-in process when RN is unable to work a scheduled shift	33
Article 35 Attendance	34
A. Purpose:	34
B. Protected Absences:.....	34
C. Patterns of Absences:.....	35
D. No call/No show and Job abandonment/AWOL:	35
E. Punctuality:	35
F. Failure to “swipe” (clock in and out):.....	35
G. Time period for attendance management:	35
H. Count of occurrences:	36
I. Occurrences for attendance will be counted as follows:	36
J. Initial employment period/probationary period:.....	36
Article 36 Leaves of Absence.....	37
Article 37 Wages	38
A. RN pay scale ranges:	38
B. Pay Scale Adjustments:	39
C. Step Increases:	39
D. Education Pay Differentials:.....	39
E. Non-Benefited Part-Time and Per Diem RNs:	40

Article 38 Health Care Plan Benefits (Medical, Pharmaceutical, Dental, Vision).....	40
Article 39 Other Benefits.....	41
Article 40 Retirement Plans.....	42
A. Northern Inyo County Local Hospital District Retirement Plan: Defined Benefit Pension Plan.....	42
B. Northern Inyo Healthcare District 401(a) Retirement Plan.....	42
Article 41 Paid Time Off (PTO).....	42
A. PTO Accrual	42
B. PTO Cash Outs	43
C. Use of PTO	43
Article 42 Holiday Pay/Scheduling	44
Article 43 Nurse Practice and Process.....	45
Article 44 RN Professional Practice Committee	46
Article 45 Staffing	48
Article 46 Staffing Disputes	48
Article 47 Patient Classification System	48
Article 48 Floating and Cross Training	49
Article 49 Orientation/Cross Training Time Frames.....	51
Article 50 RN Preceptorship.....	52
Article 51 Continuing Education Time.....	53
A. Continuing Education Time (CET):	53
B. Requests for CET:.....	53
C. Requests for outside CET:.....	53

Article 52 Communicable Diseases	54
Article 53 Safe Patient Handling	55
Article 54 Professional Activities Required for Advancement Ladder Level (Nursing Advancement Ladder)	55
Article 55 Indemnity	58
Article 56 Savings Clause.....	58
Article 57 No Strike – No Lockout.....	58
Article 58 Term of Agreement	58
Signatures	59
Appendix 1 The Nursing Process	60

**ARTICLE 1
AGREEMENT**

This Agreement, made and entered into as of June 15, 2016 is by and between Northern Inyo Healthcare District, hereinafter referred to as the District, and District Council 57, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the Union or as AFSCME.

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of the Meyers Milias Brown Act (MMBA).

The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties.

This Agreement shall not be amended, changed, altered, or qualified except by an instrument in writing duly signed by the parties signatory hereto.

**ARTICLE 2
RECOGNITION**

The District recognizes AFSCME as the exclusive collective bargaining representative for the representation unit comprised of non-management Registered Nurses in facilities operated by the District.

**ARTICLE 3
MANAGEMENT RIGHTS**

Management of the facility, operations, and work force covered by this Agreement are vested exclusively in the District and, except as limited by specific provisions of this Agreement, the District shall continue to have all sole and exclusive rights customarily reserved to management, including the right to hire, transfer, promote, reclassify, lay off and discharge RNs. The foregoing management rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that any of the rights, power, or authority the District had prior to the signing of this agreement are retained by the District, except those specifically limited or modified by this Agreement.

**ARTICLE 4
NON-DISCRIMINATION**

- A. The District shall not discriminate against an RN on account of Union activity, Whistleblower status, age, race, color, religion, national origin, ancestry, marital status, gender, sexual orientation, gender identification, physical ability or disability, medical condition, political affiliation, veteran's status, or any other basis in violation of applicable federal, state or municipal law.
- B. The District agrees to comply with the Americans with Disability Act (ADA) and the California Fair Employment and Housing Act (FEHA). Should legal compliance with ADA

or FEHA require departure from provisions of this Agreement, the District shall notify the Union and, upon request, shall meet and confer on the proposed action and any alternative proposals by the Union.

ARTICLE 5 UNION RIGHTS

A. Access / Solicitation and Distribution

The authorized representative of the Union and its Stewards shall have access to the District's facility. Upon arrival to the facility, the AFSCME representative will sign in at a location designated by the District and must wear any provided identification which identifies (1) her/his name and (2) the fact that she/he represents AFSCME.

The District shall be able to place reasonable restrictions on the number of AFSCME representatives that may enter the District facility at any one time.

Use of District conference or meeting rooms by AFSCME shall be scheduled in advance.

Solicitation and/or distribution of literature is permitted in non-work areas during non-work time.

No solicitation and/or distribution of literature is permitted during working time of an RN or any District employee. No solicitation and/or distribution of literature is permitted in immediate patient care areas.

Engaging in disruptive behavior that is reasonably likely to interfere with patient care or otherwise interrupt work is prohibited.

"Non-work areas" include the following: (i) cafeteria(s); (ii) employee lounges; (iii) lobby; (iv) District-owned parking areas; and (v) other rooms not presently being used for patient care. AFSCME representatives and RNs are permitted to traverse in public passageways in order to access the foregoing non-work areas.

"Working time" does not include authorized break periods, meal periods, or any other time when an RN is not engaged in performing work tasks (e.g., before or after a scheduled shift).

"Immediate patient care areas" include, but are not limited to, the following: (i) patients' rooms; (ii) operating rooms; (iii) places where patients receive treatment, such as radiology and therapy areas; and (iv) corridors in patient treatment areas (e.g., including corridors near an operating room but not including corridors near a cafeteria).

B. Bargaining Release Time

For contract negotiations following the initial contract:

1. Release & Compensation of Union Bargaining Team Members:

- a. The Union shall notify the District at least two (2) weeks in advance of the first collective bargaining meeting of the names of the RNs who will serve as Union bargaining team members. If necessary, the Union will provide the District at least twenty-four (24) hours' notice prior to any subsequent bargaining meetings of changes to the Association's bargaining team. Bargaining meetings for contract negotiations following the initial contract will be mutually agreed upon with a set number of hours per month.
- b. The District shall make reasonable efforts to release up to five (5) members of the Union's bargaining team inclusive of any alternates as informed by the Union. The RNs will work collaboratively with their Directors to find coverage.
- c. Once dates are set, the District will notify managers of the dates of bargaining sessions. An RN who is on the bargaining team will also promptly notify her/his manager of the bargaining session dates and will work together with her/his manager to find substitute coverage.
- d. The parties agree to meet and confer about any challenges which arise regarding coverage.
 - i. Premium pay will only be paid to two replacement staff each month globally.
 - ii. If a suitable replacement is not found, or if the replacement would require the District to provide premium pay more than two times per month globally, the RN must report to work as scheduled.
- e. If a bargaining session is cancelled after a replacement for the RN has been arranged, the RN will make herself/himself available to work the shift for which she/he was replaced, whether or not the replacement is released, provided bargaining has been cancelled with a minimum of twenty-four (24) hours' notice.
- f. If an RN bargaining team member is scheduled to work the evening or night shift preceding or following a bargaining session, barring unforeseen circumstances she/he will be taken off the schedule by request to her/his manager for up to eight hours immediately before and up to 8 hours immediately after bargaining. The RN will work together with her/his Director to find substitute coverage.
- g. Without regard to the number of RNs who attend a particular bargaining session, the District will agree to provide compensation and a proportional amount of PTO accrual if the RN is benefited, for a maximum of five (5) RNs under all the following circumstances:
 - i. The RN must have been scheduled to work on the date and time the bargaining session occurred or the shift immediately preceding or following such bargaining session (an RN that was not scheduled to work immediately preceding, following, or during the bargaining session will not receive any compensation or PTO accrual). The District shall not modify a bargaining team member's schedule in

order to avoid compensating her/him for bargaining time except by mutual agreement between the RN and her/his Director.

- ii. The District will only provide compensation and a proportional amount of PTO accrual if the RN is benefited for time actually spent in negotiations and any caucus time during such bargaining sessions (an RN will not be paid for any caucus time outside of the scheduled bargaining sessions);
 - iii. The RN will be compensated for any shift differential only if she/he would have received a shift differential during the time of the scheduled bargaining session (not the RN's normal shift differential); and
 - iv. The RN must have been designated by the Union on the bargaining sign-in sheet as one of the maximum of five individuals that will receive compensation and PTO accrual by the District.
 - v. The Union shall not designate a member of the team for compensation if such designation will result in overtime for the designated RN.
- h. If an RN attends a bargaining session on a date/time that she/he was scheduled to work, but was not designated as one of the five (5) individuals eligible for compensation, she/he will not receive any compensation or proportionate PTO accrual for the time spent in negotiations. The RN may elect to use accrued but unused PTO to remain whole. If the RN does not elect to use PTO for time spent in negotiations, the RN will not accrue additional PTO for the time spent in negotiations but will not lose any benefits. The usage of PTO will not exceed the RN's hired FTE hours normally accrued during a regular workweek.
- i. If an RN attends a bargaining session on a day that she/he is scheduled to work additional hours either directly preceding or following the bargaining session on the same day, the RN must continue to work the remaining hours of her/his scheduled shift. If management informs the RN that she/he is not needed for the remaining hours of her/his shift, and the RN is not designated as one of the five (5) individuals eligible for compensation, the RN will be given a Low Census Day (LCD) including "zero pay" for her/his entire shift. If management informs the RN that she/he is not needed for the remaining hours of her/his shift, and the RN is designated as one of the five (5) individuals eligible for compensation, the RN will be given a Low Census Day (LCD) including "zero pay" only for the remaining shift hours that were not actually spent in negotiations. The District will not provide "zero pay" except in the foregoing circumstances.

C. Bulletin Boards

1. The District will provide bulletin board space approximately 24" x 24" for the Union to post notices and flyers in each of the following locations: 1) Medical Surgical Report Room; 2) ICU Report Room; 3) Perinatal Staff Lounge; 4) Perioperative Lounge; 5) Emergency Department Staff Lounge; 6) outside of the cafeteria in the hallway near the main cafeteria entrance.

2. The Union agrees that postings shall be factually accurate in nature and shall not be personally disparaging.
3. A copy of all notices shall be provided to Human Relations at the time of posting. If Administration has a concern about such notices, Administration may request a meeting.

D. Email and Computers

RNs may use District email, computers, copiers, and printers to conduct Union business with Union RNs as long as this use occurs during non-working time and this use is in accordance with District's policies and practices. Non-working time includes meal and rest periods, times immediately prior to or after a scheduled work period, or any other periods during the workday when an RN is properly relieved from performing her/his tasks.

E. Meeting Rooms

It is the intent of the District to make meeting rooms available for use by the Union. To secure a meeting room a Union Representative shall request meeting room space from the Administrative Executive Assistant to the Chief Executive Officer/Administrator. It is understood that meeting room space is often limited. Accordingly, the Union's requests will be accommodated when possible, but scheduling of meeting rooms cannot be guaranteed.

F. New RN Orientation

One Steward shall be provided with up to 30 minutes at each New RN Generic Nursing Orientation conducted by the District to present and distribute information relating to the presence and purpose of the Union to newly hired Bargaining Unit RNs. The specific time for this presentation will be agreed upon by the Union and the District.

The presentation described above, as well as any related materials distributed at such presentations shall be factually accurate in nature and shall not be personally disparaging. A copy of the presentation outline and materials or changes shall be provided to Human Relations prior to presentation or distribution. If Administration has a concern about the presentation or related materials distributed, Administration may request a meeting.

The Union shall be informed of all new RNs in bargaining unit positions within 14 days of hiring or as soon as the contingent offer by the District is accepted by the RN and the RN's start date is scheduled whichever is shorter.

G. Notice of Changes

The District shall inform the designated Union Representative and Chief Steward in writing of any proposed change within the scope of this agreement 30 days in advance of the proposed implementation of such change, in order that the Union Meet and Confer with the District over the proposed change.

H. Other Union Leave Releases

Stewards, Union Officers, or other members may also be released to attend trainings or meetings of AFSCME. Such releases shall not be unreasonably denied by the District. RNs may choose to use their accrued PTO for such releases.

I. Preparation, Printing and Distribution of this Agreement

In consultation with the Union, the District shall prepare the official original version of this Agreement. The District and the Union shall approve the final draft prior to the Union printing adequate initial and additional copies of the agreement. The Union shall distribute copies of the Agreement.

J. Stewards

AFSCME Council 57 shall designate one staff Union Representative, a Chief Steward, and up to three (3) additional stewards as official representatives of the Union. The Union will furnish the District with written notification of all designated Stewards.

Stewards' Union functions include grievance investigation and meetings, investigatory meetings, disciplinary meetings, labor-management committee meetings, and other meetings with management. Upon request of a bargaining unit RN, the steward shall be present, to report facts, ask clarifying questions and advise the RN member in any meeting with a supervisor, when such bargaining unit RN reasonably anticipates that such meeting will involve questioning which may lead to disciplinary action. Stewards may receive and may discuss complaints and grievances of bargaining unit RNs as well as carry out their other Union functions on the premises, in a manner that does not interfere with the RNs or other District employees or cause them to neglect their work.

Stewards will make arrangements with their supervisor for release time to resolve or investigate grievances. Stewards shall have an opportunity to carry out their Union functions on their non-work time and the non-work time of other RNs or District employees involved. If scheduled to work, after making arrangements with their supervisor for release time, a Steward may clock into the designated time code to attend District-scheduled investigatory interviews, grievance meetings or other meetings with management. If such District-scheduled investigatory interviews, grievance meetings or other meetings with management occur when a Steward is not scheduled to work, then the Steward shall not be paid. Hours associated with the designated time code shall not be considered as hours worked for purposes of overtime calculation. The number of hours associated with the designated time code shall not exceed eight (8) hours per month per Steward.

ARTICLE 6 UNION SECURITY

A. Fair Representation

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all Registered Nurses (RNs) in all classes in the bargaining unit regardless of membership or non-

membership in the Union, and regardless of participation in activity on behalf of or in opposition to the Union.

No Registered Nurse shall be required to join the Union as a condition of employment by the District.

B. Access To Registered Nurse Home Address and Telephone Numbers

1. The District shall provide AFSCME with an electronic list via File Transfer Protocol (FTP) or mutually agreed comparable method of all Registered Nurses (RNs) in the bargaining unit. The list will include the following: name, primary position title, primary position code, date of original hire, hourly pay rate, employment status, and hiring management subdivision. In addition, the list will include the home address, personal telephone number, and personal e-mail address on file with the District of bargaining unit members unless the Registered Nurse has specifically requested that the home information not be released. The District will provide AFSCME a bi-weekly list of changes (e.g. new hires, corrections, transfers, hourly pay rate changes) via FTP or mutually agreed comparable method that have occurred within the bargaining unit.
2. The Union will inform RNs of their right to designate their home information as confidential.
3. Upon written request by AFSCME, the District will provide the undisclosed home addresses to a mutually agreed upon mailing service firm through which AFSCME can correspond with said RNs. The mailing service shall keep confidential the home address of the RNs who have requested that the home information not be released. AFSCME will bear all costs associated with this service.
4. RN work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all information provided to it under this Article.

C. Authorized Payroll Deductions

1. Payroll Deduction

The District will honor duly authorized RN payroll deductions including for Union dues. Any collected authorized payroll deductions shall be transmitted to the appropriate party in an expeditious manner. All transmittal checks shall be accompanied by documentation which denotes the name, social security number, amount of deduction and payer status.

2. Maintenance of Membership

All RNs who are members of AFSCME and who are tendering periodic dues through dues deductions from their paycheck shall continue to pay dues for the duration of this Agreement.

For a period of fifteen (15) calendar days prior to the expiration of the current Agreement, any RN who is a member of AFSCME shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the RN during that period of time in writing to the Union and the Human Relations Department; such written communication shall be delivered by certified mail and must be postmarked during the fifteen (15) calendar day period before expiration of the Agreement.

3. Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, no such deduction shall be made for the current period.

4. Reinstatement

The provisions above shall not apply during periods that an RN is separated from the representation unit, but shall be reinstated upon the return of the RN to the representation unit. For purposes of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

D. District Obligations

1. The District shall hand out agreed upon Union materials.
 - a.

E. Hold Harmless

The Union agrees to defend, indemnify and hold harmless the District from any claim, suit or liability of any nature arising from: (a) a challenge to the validity of this Section; or (b) any action of the Union taken pursuant to, or in violation of, this Section. The District will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.

**ARTICLE 7
PERSONNEL FILES**

- A. The District personnel files are maintained by the Human Relations department and are considered confidential. There shall be only one official District personnel file for each RN. At or before the time of placement, the RN shall be offered a copy of any letter or memoranda concerning her/his job performance which is to be placed in the RN's official personnel file. The District shall provide an opportunity for the RN to respond in writing, or by personal interview, to any information about which she/he disagrees. Such response shall become a permanent part of the RN's permanent personnel record.
- B. Each RN shall have the right to inspect, receive a copy of, and review her/his entire personnel file with the exception of:

1. Any materials relating to the investigation of a possible criminal offense.
 2. Letters of references.
 3. Ratings, reports, or records that were:
 - a. Obtained prior to employment,
 - b. Prepared by identifiable examination committee members, or
 - c. Obtained in connection with a promotional examination.
- C. The RN has the right to inspect her/his file in the presence of a Human Relations designee.
1. An RN may request in writing to Human Relations to review her/his personnel file. Human Relations will provide the RN with access to her/his personnel file within 5 business days of request, except by mutual agreement to extend the timeline. Human Relations will notify the RN of the date(s) and time(s) the personnel file may be reviewed.
 2. The content of such records shall be made available to the RN for inspection and review during the regular business hours of the Human Relations office.
 3. The RN designated Union Rep or steward may also be present with the RN to review her/his file.
 4. The RN may take notes and request copies of any document.
 - a. The RN must sign that she/he has received the requested documents.
 - b. Copies of the requested documents will be available from Human Relations if possible at the time of the review or within 2 business days.
 5. No documents may be removed from the RN personnel file.
 6. The RN may add current dated written responses to any material contained in the RN personnel file. Current dated written responses will be added to the file by a Human Relations designee.
- D. The District agrees to protect the confidentiality of Personnel documents, while following the law regarding required disclosures.
1. Managers considering the transfer of a current RN may be granted access to the file or limited parts of it in accordance with the antidiscrimination laws. These personnel files are to be reviewed in the HR department in response to the manager's request, a valid subpoena or a valid court order.

2. Personnel documents may be produced upon request and in cooperation with law enforcement agencies, regulatory/accrediting bodies, and/or other administrative agencies of the federal, state, or local governments.

ARTICLE 8 PROBATIONARY PERIOD

I. District New Hires

- A. A Registered Nurse (District new hire) shall be considered a probationary RN until she/he has completed a minimum of ninety (90) days in a bargaining unit position.
- B. An RN (District new hire) hired into a position requiring completion of a training program shall be subject to a probationary period of up to one hundred and eighty (180) days.
- C. Probationary RNs have no seniority status. At the completion of the probationary period, seniority shall date from the initial date of hire.
- D. Probationary RNs shall not have access to the grievance procedure for discipline and may be dismissed without cause.
- E. With written notice to the RN and notification to the Union, the District may extend the probationary period for up to ninety (90) days in order to further consider the individual's skills, performance, competency, ability and/or knowledge. Upon extension of the probationary period, the RN will be provided with a written evaluation describing the objectives of the extended probationary period.

II. Existing Employees

- A. RNs who transfer from an existing position into a new position requiring orientation to the position will have a ninety (90) day trial period. At either the District's or the RN's initiative, the RN shall have the right to return to her/his former position, if said position is still available. If said position is not available, reasonable efforts will be made to place the RN in a comparable position as soon as practicable.
- B. RNs who transfer from an existing position into a new position requiring completion of a training program shall be subject to up to a one hundred and eighty (180) day trial period. At either the District's or RN's initiative, the RN shall have the right to return to her/his former position, if said position is still available. If said position is not available, reasonable efforts will be made to place the RN in a comparable position as soon as practicable.
- C. With written notice to the RN and notification to the Union, the District may extend the trial period for up to ninety (90) days in order to further consider the individual's skills, performance, competency, ability and/or knowledge. Upon extension of the trial period, the RN will be provided with a written evaluation describing the objectives of the extended trial period.

ARTICLE 9 PERFORMANCE REVIEW PROCESS

It is the intent of the District to provide each Registered Nurse (RN) performance reviews to inform the RN of job expectations, duties and standards, and to evaluate and inform the RN of her/his job performance. The Performance Review shall be corrective in nature rather than punitive, and shall only reflect concerns or discipline which have been previously discussed with the RN if any.

A newly hired RN shall receive a performance review, in writing, at the completion of her/his ninety (90) day probationary period by the RN's Director or Manager and annually thereafter on or around her/his position date but not later than ninety (90) days following the position date. The period covered will be defined on the performance review.

The RN shall be given a copy of the performance review at the time it is reviewed with her/him, and shall have the right to attach a written response within thirty (30) days which shall become part of the evaluation. The RN may also elect to grieve the evaluation.

The performance review shall be discussed in a meeting with the RN, and the RN shall sign the performance review to indicate that it has been reviewed with her/him. Her/His signature, however, shall not be construed to indicate the RN's agreement with the performance review.

The RN must complete and submit the self-assessment one month (30 days) in advance of the performance review due date to her/his evaluator, Director/Manager.

Should an RN transfer into another position, the RN shall receive an additional performance review at the end of her/his first ninety (90) days in the new position and an annual review as stated above utilizing her/his newly appointed position date.

An RN who cross-trains will receive an initial ninety (90) day performance review and an annual review from the Director/Manager where the RN is cross-trained. This will occur during the RN's regular annual performance review period.

ARTICLE 10 PERFORMANCE IMPROVEMENT AND PROGRESSIVE DISCIPLINE

- A. **Purpose:** The purpose of performance improvement progressive discipline is to help an RN correct her/his issue and become successful and productive. Progressive discipline provides supervisors with a consistent and fair process for handling disciplinary issues and protects the legal rights of the RN and the District. This process provides a structured way to improve and prevent behavior and performance issues, should they occur.
- B. **Policy:** The District expects RNs to follow workplace policies and rules for the well-being of the District's patients, employees and business operations.
1. The District may issue discipline when conduct interferes with or adversely affects employment.

2. The District shall utilize progressive discipline and shall consider varying factors to determine disciplinary steps, for example whether the offense is a repeated one despite coaching, counseling and training, the RN's work record, and the impact the conduct or performance issues have on the District's organization.
3. Discipline shall be for just cause.

C. Procedures:

1. **Investigation.** Prior to issuing any discipline, the District shall investigate any allegations. Such investigation shall include an interview with the RN to whom the discipline may be issued. All RNs shall be notified of their right to representation during any investigatory interview which could result in discipline. Should the RN wish to be represented, the interview shall cease until the RN is able to reschedule with a Union Representative or Steward present when the District investigator is available. The investigation is not to exceed ten (10) weekdays from the time of incident unless an extension is mutually agreed upon by both parties. If the investigation occurs on an unscheduled day, the RN will be paid for the time in the investigation.
2. **Grievance Procedure and Representation.** Discipline at any step shall be subject to the Grievance Procedure outlined in Article 11.
3. **District Knowledge.** Discipline must be issued within ten (10) weekdays after completion of the investigation, except if the RN is not at work or by mutual agreement.
4. **Skelly Procedure.** The following actions shall be taken by the District when any disciplinary action that might result in a loss of pay is being considered against an RN.
 - a. **Skelly Notice.** The RN shall be served with formal written notice of the proposed disciplinary action ("Skelly" notice) with a minimum of two (2) weeks advanced notice. The notice will inform the RN of the discipline proposed; the charges upon which the proposed discipline is based; the reasons for the proposed disciplinary action against the RN. The notice shall include copies of all documents upon which the proposed discipline is based; and a notice of the opportunity to respond to the proposed disciplinary action either orally or in writing within the allowed time.
 - b. **Right to Respond.** The RN shall be given the right to respond, either orally or in writing, to the Chief Human Relations Officer or her/his designee, prior to the disciplinary action being taken. The notice shall so inform the RN and set forth the time period and procedure for submitting or scheduling such a response. The time period set for the RN to respond, either orally or in writing, is jurisdictional and is to be strictly adhered to by the RN, unless an extension of such time is requested by the RN in writing and granted by the Chief Human Relations Officer or her/his designee in writing, an RN who fails to respond in the time period specified waives the right to respond either orally or in writing.
5. **Coaching.** For issues except for gross misconduct, the District shall first attempt to resolve issues in an RN's performance through one-time coaching. Such coaching shall

not be disciplinary, and as such shall not be subject to the grievance procedure. Should such issue not be resolved through coaching, the District may also consider employing the progressive discipline procedures outlined below, if appropriate.

6. **Progressive Discipline and Steps.** The District upholds a general progressive discipline policy for performance and conduct issues, including but not limited to verbal counseling, written warnings, disciplinary probation, and terminations. However, major violations of the District's policies which can be characterized as gross misconduct, including violence, dishonesty, criminal activity, patient abandonment, illegal substances, harassment, discrimination, or safety violations may result in immediate removal from the worksite and the issuance of more serious, higher level discipline without following the lower steps.
 - a. **Step One. Documented verbal counseling:** The first step in progressive discipline is verbal counseling. During this step, the District will speak to the RN about the performance or conduct issue. The District will also review the RN's job description and discuss pertinent job requirements with the RN to ensure her/his understanding of them. The District will carefully consider all of the circumstances regarding the offense, judge the severity of the problem, and look over the RN's work record. The District will identify the problem and counsel the RN regarding future behaviors. The District will collaborate with the RN to ensure the RN understands the significance of the issue and corrective action necessary. All communication will be documented on the District's Employee Progressive Discipline Form. Under appropriate circumstances and with approval of the Chief Nursing Officer as well as the Chief Human Relations Officer, the District may direct that the verbal counseling be removed from the RN's personnel file after a period of time.
 - b. **Step Two. Written warning:** When the unacceptable performance or behavior for which the RN was counseled is not corrected, the next step in progressive discipline is a written warning. The written warning will clearly define the issue or problem and outline the facts associated with it. The written warning will also explain to the RN how to resolve the issue or problem. The District will collaborate with the RN to help her/him reach her/his resolution. Disciplinary probation, termination or both will result if corrective action is not taken by the RN and observed by the District. Written warnings become a part of the RN's personnel file. Under appropriate circumstances and with approval of the Chief Nursing Officer as well as the Chief Human Relations Officer, the District may direct that the written warning be removed from the RN's personnel file after a period of six months.
 - c. **Step Three. Disciplinary Probation:** After both verbal counseling and written warnings have been issued and the specific behavior referred to in prior discipline has not been corrected, or in cases of gross misconduct, the RN may be placed on disciplinary probation. Disciplinary Probation is a serious action, and the RN is advised that termination will occur if improvement in performance or conduct is not achieved within the disciplinary probationary period. The RN's direct manager will establish the length of disciplinary probation, from 2 weeks to 60 days, after review of the RN's corrective counseling documentation. A District representative, who will

also personally meet with the RN to discuss the disciplinary probationary letter and answer any questions, will prepare a written disciplinary probationary notice to the RN. The purpose of the disciplinary probation, as well as all other progressive discipline steps, is successful resolution of the issue.

- d. **Step Four. Termination:** Termination is the final step in the disciplinary process. All terminations, including termination following Disciplinary Probation, shall be by just cause.
7. **Administrative Leave.** Investigatory Administrative Leave shall not exceed seven (7) calendar days. Except by mutual agreement of the parties, if the investigation extends beyond seven (7) days the suspended RN will be returned to work.
8. **Notice to Union of disciplinary actions.** The Union's Chief Steward and authorized Representative shall receive notices of any disciplinary action more serious than a written warning immediately after such action is determined.

ARTICLE 11 GRIEVANCE PROCEDURE

A. Intent

The District and Union shall use the following procedure in an effort to resolve any Grievance that may arise during the term of the Agreement. This procedure shall be the exclusive remedy for all asserted violations of this Agreement. It is the intention of both parties to discuss and resolve disputes informally and attempt to settle them prior to resorting to Step 2 of the grievance procedure.

B. Definitions

The following definitions apply:

1. "Grievance" - Any dispute by the District, Union, or Registered Nurse concerning the interpretation or application of any provision of this Agreement.
2. "Days" - Means calendar days. Whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or District holiday, the period shall be extended to the next day which is not a Saturday, Sunday or District holiday.

C. General

1. Grievances shall be resolved exclusively via the procedures set forth.
2. Time periods provided for herein may be waived only by the express written agreement of both parties.

3. Grievances must be in writing and must include the following information:
 - a. The specific facts and circumstances which are disputed;
 - b. The name(s) of the Registered Nurse(s), District representative(s), Union representative(s), or others involved;
 - c. The specific provisions of the Agreement which the grieving party claims have been violated; and
 - d. The specific resolution or remedy sought.
4. The District and the Union agree that it is their mutual intent to resolve all Grievances, if possible, expeditiously and informally. Any Grievance resolved at any step of the grievance procedure shall be resolved on a precedent-setting basis unless the District and the Union expressly agree otherwise in writing. All such written agreements must be signed by the District's Chief Human Relations Officer, or designee, and a designated Union representative.
5. Unless otherwise specified, all notices or forms to be filed by the Union must be filed with the District's Chief Human Relations Officer, or designee. All notices and forms to be filed by the District shall be filed with the Union's designated representative, unless otherwise specified.

D. Procedure

Step 1 – Informal Review. A written grievance must be filed not more than thirty (30) days following the date of the occurrence or discovery of the event giving rise to the Grievance. Within ten (10) days following receipt of the grievance, the grievant and her/his Department Manager/Director shall meet and attempt to resolve the dispute informally. A response shall be issued within five (5) days of the Step 1 meeting.

Step 2- Review by Human Relations. Within ten (10) days of the Step 1 meeting, if the matter cannot be resolved via Step 1, or if the matter is a Union grievance not appropriate for informal review, the Union may move the grievance to Step 2 with the District's Chief Human Relations Officer, or designee. Within twenty-one (21) days following receipt of the Step 2 grievance, the District and Union shall meet in an attempt to resolve the Grievance. Neither the District nor the Union shall bring more than three (3) representatives to such meeting unless otherwise agreed to in advance by both parties. The District shall respond in writing to the Grievance within fourteen (14) days after the Step 2 meeting.

Step 3 - Review by Chief Nursing Officer or designee. If the Grievance is not resolved at Step 2, the Union may proceed to Step 3 by delivering a written statement indicating its intent to proceed to the Chief Nursing Officer, or designee, with a copy to the Chief Human Relations Officer, or designee. This must be accomplished within ten (10) days of receipt by the Union of the District's Step 2 response. During the twenty-one (21) day period following receipt of the written intent to proceed, the parties shall meet in an attempt to resolve the Grievance. Neither party shall bring more than three (3) representatives to such

meeting unless otherwise agreed to in advance by both parties. The District shall respond in writing to the Grievance within ten (10) days after the Step 3 meeting.

Note. In the case that the grievance is filed by the District:

Step 1) The District will first discuss the Grievance with the Union Representative and attempt to resolve the dispute informally.

Steps 2 and 3) If the matter cannot be resolved via Step 1, the District must file a written Grievance (as specified above) with the Union Representative. The Grievance must be filed not more than thirty days (30) days following the date of the occurrence or discovery of the event giving rise to the Grievance. During the twenty-one (21) day period following receipt of the written grievance, the District and Union shall meet in an attempt to resolve the Grievance. Neither the District nor the Union shall bring more than three (3) representatives to such meeting unless otherwise agreed to in advance by both parties. The Union shall respond in writing to the Grievance within fourteen (14) days after the Step 2 meeting.

Step 4 – Mediation. If the Grievance has not been resolved at Step 3, the parties may mutually agree to utilize the services of an agreed upon mediator to resolve the Grievance and to avoid unnecessary use of the arbitration process.

- a. A request by either party for mediation must be made within seven (7) days of the Step 3 response.
- b. The period for referring the Grievance to arbitration will be stayed while the parties consider the mediation request.
- c. Neither the District nor the Union will be bound by any recommendation of the mediator.
- d. Either the District or Union may terminate the mediation process immediately by written notice at any time.
- e. The costs of mediation, if any, shall be shared equally by the parties.

Step 5 – Arbitration. If the parties are unable to resolve the Grievance pursuant to the above procedures, the Union may submit a written request to the Chief Human Relations Officer, or designee, requesting arbitration. The Union must do so within fourteen (14) days of receipt of the District's Step 3 response or within fourteen (14) days of receipt of the mediator's decision if Step 4 is used.

- a. Within seven (7) days of receipt of a request for arbitration, the parties will attempt to reach mutual agreement on an arbitrator. If they cannot do so in that time frame they will jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike names from that list until they have reached agreement, or only one name remains. The particular party who strikes first will be determined by a flip of a coin.

- b. Once an arbitrator has been chosen, she/he will be immediately informed by the parties of her/his selection. Depending on availability of the parties and the arbitrator, the parties will make their best efforts to hold and complete the arbitration within sixty (60) days.
- c. The arbitrator's authority will be limited to interpreting the provisions of the Agreement, and the arbitrator has no authority to add to, subtract from or modify the Agreement in any way.
- d. Where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not commence on a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure. If the arbitrator awards back pay to a grievant who was suspended without pay or discharged, any interim earnings that the RN has received above and beyond any pre-existing secondary employment shall be offset against any such back pay award.
- e. Each party shall be responsible for one half of the costs associated with the arbitration such as arbitrator fees, transcript costs, etc. Each party shall, however, be responsible for its own representation costs.
- f. If mutually agreed, at least ten (10) days before a scheduled arbitration, the parties shall exchange the following at least five (5) days before the arbitration:
 - A list of all witnesses each party intends to call during its case-in-chief.
 - Copies of all documents each party intends to introduce during its case-in-chief.
- g. The arbitrator's decision will be final and binding upon all parties.
- h. The arbitrator shall issue her/his award within thirty (30) days of hearing unless the parties agree otherwise. The parties shall mutually agree on whether they want to waive post-hearing briefs on a case by case basis.
- i. The parties may agree in writing to an expedited arbitration procedure for certain grievances. If such written agreement is made, the following shall apply:
 - The case shall be heard within fifteen (15) days of receipt of the written request for arbitration;
 - There shall be no post-hearing briefs unless the Arbitrator so requires;

- The Arbitrator may issue a bench decision, but shall issue her/his decision no later than fifteen (15) days following the close of hearing. Either party may request a brief written opinion from the Arbitrator setting forth the legal and factual bases for her/his decision.

ARTICLE 12 JOB DESCRIPTIONS

- A. Job Descriptions are in place for all RNs. These descriptions outline the qualifications, responsibilities, and duties of the RN job, and provide structure for assessment of the RN's current job performance.
1. The RN will be expected to sign the Job Description upon hire and/or change in RN position.
 2. If a Job Description is updated, the updated Job Description will be signed by the RN.
 - i. Job Description changes will be addressed through the Orientation Advisory Committee
 3. An RN may be asked to work on special projects or assist with other work not directly specified in the Job Description.
- B. RN Skills Checklists will be in place for specific patient populations and/or departments for which the RN has been hired to work.
1. The RN skills checklist will change as new procedures are added.
 - a. The RN will complete a competency validation to any new skill added that was not part of the skills checklist completed during orientation.
 - b. RN skills check list changes will be addressed through the Orientation Competency Committee.
 2. An RN who does not feel competent to complete any skill on the RN skills checklist independently, will notify the House Supervisor or Manager as appropriate.
 - a. If appropriate, the RN will be assigned a preceptor to demonstrate competence to the skill.
- C. The Initial and Annual Performance Evaluations will be based on the Job Description.
- D. In the event the District establishes a new classification within the bargaining unit in addition to those now in existence, the District and the Union shall meet to negotiate the rate of pay prior to implementation.

- E. In the event the District intends to change job titles or job duties, the District shall send the Union a draft of proposed changes indicated no less than 30 days in advance. The Union may request to negotiate with respect to changes.

ARTICLE 13 FILLING OF VACANCIES AND OPEN POSITIONS

A. Purpose.

The District and the Union subscribe to the principle of filling Registered Nurse position vacancies from within. Except as noted in Section F, qualified in-house applicants shall be considered over outside applicants provided that applications are made in compliance with the procedures described below.

B. Postings and Process.

All RN positions will be posted internally, and may also be posted externally if not filled from within. A copy of all postings shall be forwarded, at the time of posting, to the Chief Steward designated by the Union. At all levels of posting, the Union and the District will leave a message or email in an attempt to ensure that RNs who are not at work are aware of openings.

1. **Departmental and Internal Postings.** All RN vacancies to be filled shall first be posted within the department and internally for a period of seven (7) calendar days and offered to department RNs by email once at the beginning of that posting period. Preference shall be determined by department seniority provided applicants have equal skill sets based on education, licensure, certifications, experience, skills and abilities, and provided the RN is not on disciplinary probation.
2. **External Postings.**

If no internal candidates meet the minimum qualifications within the seven (7) day posting period, the posting shall then be converted to open until filled and posted externally. An internal candidate will be handled as follows provided an offer has not already been made to an external candidate:

If an internal candidate applies after the seven (7) day posting period, meets the qualifications of the position, has equal skill sets based on education, licensure, certifications, experience, skills and abilities, and is not on disciplinary probation, she/he shall be offered the position over an external candidate.

If a current RN was not at work during the internal posting period and was not aware of the vacancy due to extenuating circumstances, she/he shall be offered the position over an external candidate provided she/he meets the qualifications of the position, and is not on disciplinary probation.

If an internally selected candidate is appointed, transfer to the new position will take place within six (6) weeks except that this period may be extended by mutual agreement.

C. Return to Position Period.

An RN who transfers internally shall have the right to return to her/his former position, if said position is still available, during the first 45 days after transfer. A transfer request form must be submitted. If said position is not available, reasonable efforts will be made to place the RN in a comparable position as soon as is practicable.

D. Duration in Position.

Unless approved by CNO, RNs must remain in a position a minimum of six (6) months subsequent to the completion of orientation prior to requesting a transfer or applying for another position. If the RN received specific training to support competency in the position, the RN must comply with the training agreement.

E. Seniority is defined in Article 18.

F. Flex Positions

The parties agree to allow one (1) travel-specific “flex” position in the Perinatal Department. The traveler-specific position may require work on opposing shifts, which will not be required of permanent nurses.

**ARTICLE 14
REFERRAL BONUS**

- A. RN staff will be paid a Referral Bonus up to \$750 to recruit identified hard to recruit staff RN positions.
- B. Two payments of the referral bonus will be made to the RN: \$300 after the recruited RN completes orientation and \$450 after the recruited RN successfully completes one year of employment (cannot be in the discipline process).
- C. The recruiting RN must complete the appropriate HR Form. When the candidate is hired and completes the required time frames for RN bonus payment, HR provides the authority to management to submit the request to payroll to make the payment.

**ARTICLE 15
TEMPORARY FILLING OF RN VACANCIES**

- A. The District shall make all reasonable efforts to recruit and retain permanent RN staff.
- B. Subject to the limitations of this Article, vacant RN positions can be filled on a temporary basis by whatever means the District deems necessary, including but not limited to Traveler RNs, if the District is unable to find a suitable applicant for a vacancy.
- C. With the RN's approval, the District may rotate an RN to a vacant RN position for a set length of time usually not to exceed 6 months. Extensions shall be by mutual agreement.

- D. When negotiating Travelers contracts, the District will work diligently to secure contracts which do not give Travelers rights over permanent RNs (e.g. floating, scheduling).
- E. The District will post and keep vacancies filled by Travelers active and ongoing. The District will make all reasonable efforts to fill the vacancy permanently both internally and externally in order to reduce the dependency upon Traveler RNs.
- F. The District shall notify the Union of all unit/department RN Traveler request for hire and the duration and/or extension of the contract once hired.

**ARTICLE 16
POSITION CLASSIFICATION STATUS**

A. Regular Benefited Status

Registered Nurses (RNs) who work regular full time benefited or part time benefited schedules will be based on the budgeted hours for the position. Regular benefited status hours must be achieved through a combination of actual hours worked, in-service education, education leave, bereavement leave, jury duty, administrative call-off (Low Census Day), and PTO. The regular benefited status categories are as follows:

Position Classification	Categories	# of Hrs Per 2 Week Pay Period
Full Time Benefited	0.90 - 1.00	72 - 80 hours
Part Time Benefited	0.75 - < 0.90	60 - 71 hours

B. Non-Benefited Status

Part Time Non-Benefited RNs are assigned to a schedule of 0.01 - < 0.75 based on the budgeted hours for the position. Part Time Non-Benefited RN status hours must be achieved through a combination of actual hours worked and in-service education, and administrative call-off (Low Census Day). The non-benefited status category is as follows:

Position Classification	Categories	# of Hrs Per 2 Week Pay Period
Part Time Non-Benefited	< 0.75	< 60 hours
Per Diem Non-Benefited	+/- .01	No set hours

Per Diem and Part Time Non-Benefited RNs are generally non-benefited unless qualified as follow: 1) Per Diem and Part Time Non-Benefited RNs may receive health care benefits if qualified under the Patient Protection and Affordable Care Act and applicable Internal Revenue Code sections; 2) Per Diem and Part Time Non-Benefited RNs may qualify for paid sick leave according to the State of California Healthy Workplaces/Healthy Families Act of 2014; 3) Per Diem and Part Time Non-Benefited RNs may qualify for retirement benefits as determined by the applicable Retirement Plan document:

Defined Benefit – RNs who were hired and became a participant in the Plan before January 1, 2013, are eligible to receive benefits under this Plan. However, if an RN is

currently participating in the District's 401(a) Retirement Plan or if an RN was hired on or after January 1, 2013, the RN is not eligible to participate in this Plan.

Defined Contribution 401(a) – RNs who attained the age of twenty-one (21) and were not a participant in the District's defined benefit plan prior to January 1, 2013, are eligible to enroll in the Plan after completing one year of employment in which the RN worked at least 1,000 hours.

Per Diem RNs are used for intermittent work, fluctuating workload, relief of regular status RNs, special projects, or other circumstances. The amount of work available to Per Diem RNs may fluctuate from week to week. Refer to Article 17, RN Per Diem staff.

Temporary and Traveler RNs are hired on a temporary basis based upon department needs. Temporary and traveler RNs are non-benefited. If a temporary or traveler RN becomes a regular RN, seniority credit will not be provided for time spent in temporary or traveler status.

Part time non-benefited RNs shall be compensated like Per Diem RNs as may be referenced in the RN Wages Article 37 to this agreement.

ARTICLE 17 PER DIEM STAFF

- A. A Per Diem RN shall be available to work a minimum of 300 hours per year, including hours spent on call, and yearly competency hours, unless an approved Medical Leave of Absence prevents her/him from fulfilling this commitment. The District shall guarantee that each Per Diem RN is offered a minimum of 300 hours.
- B. Per Diem RNs must be available to work at least one of the following holidays each year: Christmas Day, New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day. Director may approve Christmas Eve and New Year's Eve as substitutes to better meet the department need.
- C. Perioperative Department Per Diem RN's are required to take weekend call four (4) weekends per year. Per Diem RN's who are not required to take weekend call must be available to work four (4) shifts during weekends (Friday p.m. through Sunday p.m. inclusive) in a calendar year.
- D. A Per Diem RN is required to submit her/his available hours based on schedule needs within two (2) weeks of the posted schedule. Per Diem RNs will be scheduled by rotation if more than one request is made for the same shift. If a Per Diem RN is cancelled, that shift will count in required hours.
- E. Per Diem RNs may choose to work for opposing shifts.
- F. Once the final department schedule has been posted, Per Diem RNs are expected to work all assigned shifts.

- G. After 120 days of non-availability, unrelated to an approved Leave of Absence for her/his own serious health condition, the Per Diem RN may be separated.

ARTICLE 18 SENIORITY DATE

- A. Seniority date is defined as the date the Nurse was hired as a Registered Nurse at the District. Certified Nursing Assistants and Licensed Vocational Nurses, who become Registered Nurses, will receive one (1) year of seniority credit for three years of employment at the District as a CNA or LVN.
- B. In the event that two (2) Nurses have the same seniority date, the seniority tie will be broken by the total years of service at the District and by the number of straight and overtime hours worked in the past two (2) years at the District.

ARTICLE 19 HOURS OF WORK, OVERTIME, AND SHIFTS

A. Workweek

The District's workweek is a seven (7) day period beginning at 11pm on Saturday and ending at 10:59 pm on Saturday.

B. Pay Period

The District's standard pay period is defined as 80 hours for a fourteen (14) day period beginning at 11 pm on Saturday and ending at 10:59 pm on the second following Saturday. Shift agreements for 10-hour and 12-hour shifts specify differences from the standard.

C. Overtime

For RNs on eight (8) hour shifts, overtime shall be paid at the rate of time and one half the RN's regular rate for all hours worked over eight (8) in a day, or eighty (80) in a pay period. Double time will be paid for all hours worked over twelve (12) in a day.

For RNs on ten (10) hour straight time shifts, overtime will be paid at the rate of time and one half the RN's regular rate for all hours worked over ten (10) in a day, or forty (40) in a workweek. Double time will be paid for all hours worked over twelve (12) in a day.

For RNs on twelve (12) hour straight shifts, overtime will be paid at double time for all hours worked over twelve (12) in a day. Overtime will be paid at the rate of time and one half the RN's regular rate for all hours worked over forty (40) in a work week.

Every attempt will be made to distribute overtime equitably among District RNs within each department, except for those RNs who have requested to be on a no call list.

Travelers shall not be offered overtime shifts unless there has been an attempt to contact District RNs in the department first.

There shall be no pyramiding of overtime or pyramiding of other forms of premium pay (i.e., overtime cannot be combined with holiday pay or Call Back pay).

D. Hours Worked

Hours worked means time spent in work related activities including District required or approved continuing education. Hours of work does not include PTO, Leaves of Absence or Disability.

RNs working eight (8) hour shifts shall not be required to work more than five (5) consecutive days. RNs working ten (10) hour shifts shall not be required to work more than four (4) consecutive days. RNs working twelve (12) hour shifts shall not be required to work more than three (3) consecutive days.

E. Work Shifts

Scheduled work shifts shall be of 8, 10, and 12 hour duration. Shorter scheduled shifts shall be permissible to meet workforce and department needs by mutual agreement.

Work shift agreements will be signed for ten (10) and twelve (12) hour shifts or other than eight (8) hour shifts.

RNs shall be scheduled with consistent start times except by mutual agreement, and except for the Perioperative Units and set schedules in the Emergency Department. RNs shall not be scheduled to work opposing shifts in a week except at the RN's initiative and with adequate rest time between shifts.

The main RN Acute/Subacute Services and Perinatal Services twelve (12) hour shift pattern will be 0700-1930 and 1900-0730.

The main RN Critical Care Services twelve (12) hour shift pattern will be 0300-1530 and 1500-0330. This shift may be modified by a majority vote of District Critical Care Services RNs which may be requested by: 1) District Critical Care Services RNs when 35% of them request a vote or 2) Administration when 35% of a department's total shift positions are open. Such vote shall not take place at more frequent intervals than twelve (12) months. In the event of a majority vote for change, such change will take place sixty (60) days from the date of the election. The District may request volunteer RNs to provide periodic coverage on a scheduled different shift for a set time period. If there are no volunteer RNs, the parties shall meet and confer over possible solution to meet required timeframes.

Shifts shall be chosen among RNs according to current department practices; if issues arise over such, the parties shall meet and confer for resolution.

ARTICLE 20
MEALS AND REST PERIODS

- A. During each four hours of work, when the meal period is not scheduled, a Registered Nurse (RN) is allowed a 10-minute rest period. An RN is not deducted time when she/he takes a 10-minute rest period.
- B. The normal meal period is an uninterrupted thirty (30) minute period. Any RN that works greater than a 6-hour shift is entitled to take a 30-minute meal period.
- C. RNs will be scheduled for and provided an uninterrupted duty-free 30-minute meal period. An uninterrupted meal period is defined as a period in which no direct patient care is required. Meal breaks will be scheduled to begin during a four-hour block beginning with the 4th hour and no later than the end of the 7th hour of work. An RN may request a meal break at a different time than the beginning of the 4th hour and the end of the 7th hour. The request will be granted if relief staff are available during the alternate requested time.
- D. In cases of emergency, where an RN does not receive an uninterrupted meal break or is required to remain on campus, the meal break shall be compensated as time worked at straight time, recognizing that such additional time may result in overtime based on the length of the shift.
- E. An RN will be expected to take her/his meal period at her/his scheduled time or trade with another RN with the same or equal competencies.
- F. The District will assign an RN with necessary competencies to provide meal period relief. If no RN with necessary competencies is available, management personnel with the necessary competencies may provide such relief.

ARTICLE 21
SHIFT DIFFERENTIALS

A. Weekdays

- 1. Day Shift - Work schedules/hours that fall between the hours of 0700 and 1900 are considered day shifts and thus are not eligible for shift differential pay.
- 2. Night Shift - The RN night shift differential will be a capped flat rate of \$11.00 per hour and will be paid for hours worked between the hours of 1900 and 0700.

B. Weekends

- 1. RNs working between the hours of Saturday 0700 to 1900 and Sunday 0700 to 1900 will receive weekend differential of a capped flat rate of \$3.00 during those hours.

ARTICLE 22
STANDBY/CALLBACK

- A. Standby is used to ensure coverage for a department based on the departments' routine operations and when RNs are placed on low census.
- B. Standby is when an RN is available to her/his department, and when contacted, reports to work per department response time Policy and Procedure.
 - 1. Response time for Standby/Callback is 30 minutes or the usual commute time of the RN (not to exceed an hour).
- C. Except when mandated due to a low census day or in Perioperative Services where Standby is Mandatory, Standby shifts shall be voluntary.
- D. Shifts shall be posted for RNs to sign up for voluntary Standby. The preliminary six (6) week schedule with open shifts shall be posted for RNs for seven (7) days, two (2) weeks prior to the posting of the final schedule. However, the Perioperative Unit schedule will be posted in four (4) week increments with Standby shifts posted by the 15th day of the preceding month.
- E. Travelers shall be offered Standby shifts one (1) week prior to the posting of the final schedule.
- F. Cross-trained RNs from other departments may also sign up for voluntary Standby shifts.
- G. After the schedule has been posted, an RN may offer her/his standby shifts to another RN with the same or equal competencies to cover the shift.
- H. The hourly Standby rate is paid at \$6.25 per hour for each hour the RN is required to be on Standby.
 - 1. An RN shall continue to receive Standby pay during time she/he is called back for duty.
 - 2. When an RN is called upon to report to work during the period of such Standby service, she/he shall be guaranteed a minimum of two (2) hours work for each occasion for which she/he is called in not to exceed the total hours of the standby period.
 - 3. If the RN is scheduled and still on the clock when the RN is to be on Standby, the Standby pay shall begin when the standby shift begins.
 - 4. If the RN is scheduled to go on Standby at 1500 and volunteers or is placed on low census at 1400, the RN may be placed on Standby at 1400 when the RN swipes out.
- I. An RN who is not on Standby and is called in to work will receive One Time Callback pay in the amount of \$27.50 in lieu of Standby pay.

- J. All non-exempt RNs who are on Standby or receive One Time Callback and are called into work shall receive Call-back pay.
 - 1. Call back pay begins at the time the RN arrives at work and swipes into Kronos.
 - 2. An RN called back between the hours of 07:00 and 19:00 shall be paid Call Back pay of one and one half the regular rate of pay (time and a half).
 - 3. An RN called back between the hours of 19:00 and 07:00 shall be paid Call Back pay of double her/his base rate of pay inclusive of shift differential. See Article 21 RN Shift Differentials.

**ARTICLE 23
REPORTING PAY**

- A. An RN shall be paid a minimum two (2) hours straight-time of the RN's base pay, reporting pay, only:
 - 1. if the RN is required to report on a non-work day for mandatory attendance at training classes or staff/unit meeting
 - 2. if the RN has not been called off and reports to work for a regular shift and is sent home.
- B. Reporting pay shall be paid at premium rates if applicable.

**ARTICLE 24
PAY FOR EDUCATION AND COMMITTEES**

- A. A Registered Nurse (RN) who comes to work to attend a scheduled meeting or education event will:
 - 1. Be paid:
 - a. According to Reporting Pay, Article 23
 - b. Her/His base hourly wage if attendance is during her/his scheduled work day or if attendance is outside the scope of Reporting Pay, Article 23.
 - 2. Clock into the appropriate Kronos hour code and cost center.
 - 3. If the mandatory attendance is less than 2 hours – for Reporting Pay – it is the RN's responsibility to clock out and complete an edit sheet to assure RN receives a minimum of two (2) hours pay.
- B. Those RNs who can complete education modules while providing care, will remain clocked in as scheduled.

**ARTICLE 25
WITNESS PAY**

The District will reimburse an Registered Nurse (RN) at her/his straight time hourly rate, for the time spent in necessary traveling, waiting and testifying when the RN is subpoenaed by the District, or an affiliated organization to appear in court or at a deposition, or by any other party when the RN is subpoenaed to appear in court or at a deposition to testify as to matters arising out of her/his employment with the District. If the RN uses her/his own vehicle, the District will reimburse the RN for the round trip mileage between the work-site and the place of appearance at the rate permitted by the Internal Revenue Service. An RN will not be reimbursed in cases where the District, or an affiliated organization is not a party to the action.

**ARTICLE 26
EMERGENCY MODIFICATION OF WORK SCHEDULE**

In cases of emergency that affect the District's ability to provide safe patient care, scheduling changes will occur in the following order:

- A. The District will request for volunteers;
- B. Make changes to the schedules of Travelers/Registry Nurses;
- C. If changes are still required, such changes shall be made in reverse order of unit seniority, provided the department competencies are met.

**ARTICLE 27
MANDATORY OVERTIME**

The District and the Union recognize that mandatory overtime is not desirable. Acceptance of overtime and shifts beyond the RN's schedule shall be voluntary, except

- A. Where patient care would be endangered by an external emergency which may or may not have been declared by state, local or federal government, or
- B. If unforeseen, emergent patient care needs, for example complications in surgery, or a code, would jeopardize patient safety.
- C. RNs may be required to provide extra hours as applicable to the situation. Per Diem and Part-time RNs may be scheduled before Full-time.

**ARTICLE 28
RN SHIFT CHARGE**

- A. An RN Shift Charge will be assigned in the following departments: OR when the OR Coordinator is not present; PACU weekdays (work with Infusion Center); Acute/Subacute Services (24x7); Emergency Department (24x7).
- B. The RN Shift Charge shall rotate among experienced RNs.

- C. RNs who will rotate as Shift Charge will receive competency training to the RN Shift Charge performance standards and feedback in the annual performance review.
- D. An RN shall have a reduced patient assignment for those shifts she/he acts as RN Shift Charge. Such assignment shall take into consideration patient acuity and Shift Charge responsibilities.
- E. RNs who have accepted a precepting assignment shall not also act as Shift Charge on the same shift except when the RN agrees that both duties can safely be done. In the event the Shift Charge is also the Preceptor the RN shall receive both differentials.
- F. RNs shall receive an hourly differential of \$1.00 per hour per scheduled shift as RN Shift Charge not to exceed the shift hours.

**ARTICLE 29
HOUSE SUPERVISOR ASSISTANT**

- A. The District shall continue to utilize a Registered Nurse who has been previously cross-trained to House Supervisor duties and wishes to continue in this role, except that her/his duties shall be modified to the House Supervisor Assistant position Job Description.
- B. The RN shall be compensated at an alternate rate 5% above her/his RN rate of pay when she/he is working as House Supervisor Assistant.
- C. The District agrees to meet and confer with the Union should the District wish to consider the posting of additional House Supervisor Assistant positions.

**ARTICLE 30
PERSONAL CELL PHONES**

- A. Use of personal cell phones/electronic communication devices by Registered Nurses (RNs) is limited during work hours.
 - 1. RNs may NOT use personal cell phones/electronic communication devices for personal purposes in front of patients or visitors.
 - 2. Personal cell phones/electronic communication devices must be silenced, on vibrate, or turned off during work hours.

**ARTICLE 31
UNIFORMS AND DRESS CODE**

- A. The District shall continue to provide Registered Nurse (RN) uniforms on a department by department basis according to current evidence based practice.
- B. RNs shall follow best practice for safety, infection control, and patient sensitivity.
- C.

C. RNs will follow the District Dress Code Policy which was approved by the parties on 01/29/2016.

**ARTICLE 32
LOW CENSUS DAYS**

- A. Low Census Day (LCD) is defined as an unrequested absence of one shift or less for the benefit of the District. LCD may be voluntary or involuntary, and is implemented when a department's staffing levels exceed current and next shift projected patient care requirements based on nurse patient ratios and acuity.
- B. The District may elect to mandatorily low census or cancel a Registered Nurse (RN) for a whole or partial shift. In addition, the District may determine to place the RN on-call for the hours called off. An RN, who is not yet at work, will be notified 1 ½ hours prior to her/his scheduled shift for low census or on-call.
- C. Records of low census will be maintained by the House Supervisor and recorded in the electronic staffing system
 - 1. The low census will be recorded and paid as:
 - a. VLCD-PTO (voluntary-staff requested off, paid time off)
 - b. VLCD-ZP (voluntary-staff requested off, zero pay)
 - c. MLCD-PTO (involuntary, paid time off)
 - d. MLCD-ZP (involuntary, zero pay)
 - 2. Summary information shall be provided to the Professional Practice Council (PPC) and the Staffing Issues Advisory Committee (SIAC) quarterly.
- D. The maximum number of involuntary low census hours per Full-time benefited, Part-time benefited, and Part-time non-benefited RN will be up to two (2) shifts in three (3) pay periods not to exceed one shift per pay period. Hours constituting a shift are defined by the RN's Employment Status. There shall be no maximum number of involuntary low census hours for per diem RNs. There shall be no maximum number of voluntary low census hours for RNs of any position classification status.
- E. When the House Supervisor identifies that more RN staff is scheduled than needed to provide service under projected census needs, taking into consideration all anticipated admissions and workflow, the District may invoke floating protocols according to Article 48
- F. The House Supervisor, prior to placing the RN on low census, will check if any of the RN staff members working are eligible to complete mandatory and other department operational CNO approved and assigned projects including but not limited to:
 - 1. Skill development and cross training;

2. Patient chart audits and other quality audits;
3. Completing assigned annual competency training and continuing education modules;
4. Department specific assigned projects such as re-ordering supplies, organizing equipment rooms, follow-up calls to patients, completing educational programs, etc.
5. An RN shall suggest educational or other projects that she/he is interested in to her/his Manager or Director to be considered for approval.

The RN indirect hours will be recorded in the electronic staffing system. The RN may be rotated for indirect hours during the shift.

- G. After all alternatives have been exhausted throughout the clinical area, if the District places an RN on low census, the following protocols shall apply:
1. Reassignment of regular cross trained staff (within her/his competency) to another department or position on her/his regular worked shift
 2. Cancellation of RN overtime shifts resulting from the day of the Low Census. This shall not apply to RNs working their regularly scheduled shift but who picked up additional shifts earlier in the week.
 3. Solicitation of volunteer RNs
 4. Cancellation of Traveler whose contract so allows
 5. Cancellation of Per Diem staff
 6. Reassignment of RN (voluntary) to another day of the week or shift
 7. Rotational cancellation of an RN's shift provided such rotation does not compromise patient safety or flex preceptors.
- H. RNs shall be permitted to split a low census day as long as it meets the needs of the department.
- I. An RN who volunteers for low census shall have the choice whether or not to use PTO or to be unpaid and receive "zero pay," so that the LCD hours do not negatively impact PTO accrual.
- J. RNs who are called off may review and receive a copy of documentation of department census and acuity upon request.

ARTICLE 33
LAYOFF

- A. **Notice.** In the unfortunate and unlikely event of a prospective long term RN layoff, the District shall notify the Union with as much advance notice as possible but not less than fourteen (14) days prior to the effective date of the layoff.
- B. Upon request by the Union, the District shall meet and confer with the Union to consider any Union proposal(s) advanced as an alternative to layoff and/or the impact of such layoff.
- C. **Voluntary Reductions.** The District shall first seek any RN voluntary reductions in percentage appointment within the affected department, and offer an early retirement package to be negotiated with the Union, in order to avoid layoff.
- D. **Procedure.**
 - 1. In the event a layoff is still necessary, layoffs shall be according to inverse order of District seniority among Registered Nurses in the affected department unless:
 - a. Remaining RNs in the department are unable to accept potential patient assignments because they do not possess competencies, specialized skills, experience, or ability needed that less senior RNs in the same department possess.
 - b. Remaining Registered Nurses in the department will not accept the hours, scheduling, and location of the position that has been eliminated.

If any of the above conditions are met, the District shall bypass the Registered Nurse otherwise eligible for layoff and select the next RN with the least seniority within that department.

- 2. Registered Nurses will be selected for layoff in the following order:
 - a. Travelers on the shift and department impacted by workforce reduction, unless any of the conditions listed in Section D.1. above apply.
 - b. Temporary Registered Nurses hired for a specific period of time.
 - c. Per Diem and non-benefited RNs in inverse order of department seniority.
 - d. Regular Full time and part time benefited RNs in inverse order of department seniority
- 3. Registered Nurses with District seniority may request to bump other Registered Nurses as follows:
 - a. The Registered Nurse who seeks to utilize bumping rights has at least 2 years of District seniority.

- b. In situations involving only one Registered Nurse in the District to be laid off, that Registered Nurse may utilize Bumping rights to displace the most junior Registered Nurse within the District based upon District Seniority and must currently be qualified to perform the job duties of that RN. The RN who seeks to bump must have greater District seniority than the RN being bumped. If the RN who seeks to bump the most junior RN is not currently qualified, she/he shall have no other bumping rights and shall be subject to layoff, unless any of the conditions listed in Section D.1. above apply.
- c. In situations involving more than one District Registered Nurse to be laid off, bumping rights shall work as follows:
 - i. The District shall ascertain whether there are any Registered Nurses with less District seniority than all of the Registered Nurses otherwise designated for layoff. If so, the District shall compile a list of such less senior Registered Nurses. The compiled list should not be greater than the number of Registered Nurses scheduled for layoff. The Compiled List will not include RNs already designated for layoff. The RN designated for layoff with the next most District Seniority may then choose to bump one Registered Nurse on the Compiled List. The process shall continue until there are no RNs remaining on the Compiled List. As described above, any Registered Nurse who seeks to bump must be qualified to perform the job duties of the position to be bumped into.

E. Severance and Recall.

- 1. An RN who is laid off shall receive one-half (½) week of severance per year of continuous service up to a maximum of four (4) weeks. An RN who accepts severance shall forfeit recall rights.
- 2. An RN who is subject to layoff shall have priority consideration for vacant positions for which the RN is qualified unless severance was accepted.
- 3. RNs selected for a workforce reduction will remain on the recall list for a period of one year after the reduction unless severance was accepted.
- 4. Any RN who is laid off and rehired within 12 months shall be reinstated with prior seniority.
- 5. The District will pay for its portion of premiums due on the District medical plan documents for laid off RNs eligible for such plans in accordance with District policy.

ARTICLE 34

CALL-IN PROCESS WHEN RN IS UNABLE TO WORK A SCHEDULED SHIFT

- A. Registered Nurses (RNs) working in the District’s main hospital, except for RNs working in the Perioperative Department will notify the House Supervisor if the RN is unable to work her/his scheduled shift at least 2 hours before the start of the shift. RNs working in the Perioperative Department will notify her/his direct supervisor.

- B. RNs working in the NIHD Clinics, will notify her/his direct supervisor if the RN is unable to work her/his scheduled shift at least 2 hours before the start of the shift.
- C. RN needs to communicate with her/his supervisor if she/he is unable to work her/his scheduled shift due to a Medical Leave of absence (MLOA).
- D. RN does not need to discuss why she/he is unable to work her/his scheduled shift however she/he does need to communicate if there is a need for a job-protected leave of absence or if the absence is due to an infectious process that might have affected patients and or staff members.
- E. Employee Health and Infection Control will be notified of Infectious Disease cases for trending and possible intervention if any RN has an infectious process.

**ARTICLE 35
ATTENDANCE**

A. Purpose:

Maintaining a stable and reliable workforce is critical to the effective and efficient delivery of health care services. It is recognized that unplanned time away from work will be necessary. The following article sets forth the expectations for attendance and establishes corrective action standards for unacceptable attendance. These expectations apply to all shifts an RN is scheduled to work, including regular shifts, voluntary shifts, mandatory overtime shifts, and scheduled classes.

B. Protected Absences:

1. Absences due to a serious health condition, including those covered under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Americans with Disability Act (ADA) and/or time spent on any approved Job Protected Leave of Absence (see Article 36 Leaves of Absence), will be considered a protected absence. Such conditions must be documented through the Human Relations Department.
2. The District maintains the right to request documentation in cases of a pattern of absences (as defined in Section C below) due to RN illness. Patterns of absences documented as requested shall be protected. Patterns of absences not documented as requested shall not be protected.
3. Pre-approved vacation, personal holiday, scheduled sick leave, bereavement leave, jury duty, and military leave will be considered protected absences.
4. Absences due to work-related injury and approved as an on-the-job (workers' compensation) injury will be considered protected.
5. Any scheduled shifts or work that are called-off, or otherwise not worked due to a management-initiated decision relative to low census, safety concerns, failure to meet a condition of employment, will be considered protected absences.

6. Absences due to verified natural disasters such as floods, wildfires, earthquakes, or other conditions, natural or man-made, that make it impossible for RNs to report for scheduled work will be considered protected absences.

C. Patterns of Absences:

Four (4) incidents of the following within a 6-month time period will constitute a pattern:

1. A pattern of unscheduled absences on Fridays, Mondays, weekends, or preceding or following a holiday or scheduled day(s) off, or
2. A pattern of unscheduled absences on days that were requested off but could not be accommodated.

D. No call/No show and Job abandonment/AWOL:

An RN who fails to call or report for a scheduled shift is considered a no call/no show. The District will make a diligent attempt to contact the RN to ensure that the RN is safe and that there has not been any miscommunication regarding the schedule. Three (3) consecutive scheduled shifts of willful no call/no show will be considered a resignation.

E. Punctuality:

An RN is expected to report for work and be ready to start her/his shift at her/his scheduled start time. Similarly, an RN is expected to leave for, and return from, scheduled breaks and lunch periods in a timely manner. A tardy is any time an RN fails to be at her/his work station ready to begin work at her/his scheduled start time, as well as returning late from a meal break. For consistency, tardy is defined as being more than six (6) minutes past the scheduled start time. An RN will have the option to use the Kronos station outside the cafeteria when clocking in and out for her/his meal break.

F. Failure to “swipe” (clock in and out):

RNs are expected to swipe in or out to reflect actual hours worked. If the RN misses a swipe, the RN will utilize a Kronos edit sheet. However, RNs are expected to miss less than 10% of an RN's required punches over a rolling six (6) month period.

Under no circumstances shall an RN clock in or out for another RN or any other District employee.

G. Time period for attendance management:

A rolling twelve (12) month period will be considered in monitoring attendance. If discipline has not been issued for eligible occurrences, discipline will begin at the lowest level appropriate to the offense, and shall only progress based on future occurrences. . All occurrences will be expired after 12 months from the date of the occurrence.

H. Count of occurrences:

Attendance issues that meet the definition of an unscheduled and unprotected absence (as noted above) will count as one (1) occurrence.

Tardy arrival to work or late return from meal/break will count as half (1/2) occurrence.

Missed punches or edited punches, exceeding 10% over a rolling 6-month period, will count as half (1/2) occurrence.

One willful no call/no show will count as six (6) occurrences and result in a written warning. A second willful no call/no show will result in one (1) additional occurrence, for a total of seven (7) resulting in probation. A third occurrence of willful no call/no show will count as one (1) additional occurrence for a total of eight (8) resulting in termination.

Failure to notify the House Supervisor or direct supervisor that the RN is unable to work her/his scheduled shift at least 2 hours before the start of the shift, as referenced in Article 34, will count as half (1/2) occurrence.

I. Occurrences for attendance will be counted as follows:

1. Total of four (4) occurrences (for any reason) = Coaching
2. Total of five (5) occurrences (for any reason) = Documented verbal counseling
3. Additional full occurrences, total of six (6) occurrences (for any reason) = written warning
4. Additional full occurrences, total of seven (7) occurrences (for any reason) = probation
5. Additional full occurrences, total of eight (8) occurrences (for any reason) = termination

J. Initial employment period/probationary period:

An RN in the initial employment/probationary period, who has three (3) occurrences, will receive a written warning. If the RN has one or more additional occurrences within the remainder of the initial employment/probationary period or extended initial employment probationary period, the RN may be subject to termination of employment. This excludes those RNs who are in a probationary period due to a transfer. If the initial employment/probationary warning is given and the remainder of the initial employment is completed successfully, the RN will be at the written warning step of the disciplinary process at the end of the initial employment/probationary period.

**ARTICLE 36
LEAVES OF ABSENCE**

- A. **Legally Required Leaves of Absence.** Upon reasonable advance notice by an eligible RN, the District will grant any Leaves of Absences in accordance with all applicable federal, state, and/or local laws.
- B. **Supplemental Leaves of Absence.** RNs who have completed ninety (90) days of employment may be eligible for a Supplemental Leave of Absence of up to twelve (12) months. Such Supplemental Leave of Absence shall be granted for an RN's own serious health condition that renders her/him unable to perform the functions of her/his position, to care for a parent, child, spouse, or domestic partner who has a serious health condition, or for purposes of childbirth, breastfeeding, bonding, adoption or foster care. However, unless otherwise required by law, RNs may not combine Supplemental Leaves of Absence with any other leaves of absence in this Agreement (including those described in Subsections A and C in this Article) to obtain more than the 12-months of leave allowed under this Subsection. Unless otherwise required by law, there is no guarantee of immediate return to position after a Supplemental Leave of Absence. However, all effort will be made to accommodate an RN's absence and place the RN upon her/his return in the same or comparable position in which the RN was employed prior to her/his Supplemental Leave of Absence. Return to work shall be in accordance with Subsection G.
- C. **Leaves of Absence Under District Policies.** An RN shall also be entitled to any additional Leaves of Absence she/he is eligible for pursuant to District Policies.
- D. **Pay During Leaves of Absence.** Time off for Leaves of Absence will ordinarily be unpaid unless otherwise required by law; provided, however, that RNs may use any accrued PTO to substitute for any unpaid leave.
- E. **Benefits During Leaves of Absence.** In accordance with applicable law, the District may continue an RN's participation in benefits to the same extent and under the same conditions as if the RN was not on leave. In addition, benefits under this Agreement shall be maintained during the paid portions of the leave and/or during any portion of the leave that qualifies for FMLA or CFRA. Beginning on the first day of the month following the exhaustion of paid portions of the leave and/or during any portion of the leave that does not qualify for FMLA or CFRA, the RN may elect to continue medical benefit coverage by paying her/his portion of the cost of such coverage. RNs are encouraged to arrange a payment schedule with the Human Relations Department. Under appropriate circumstances, the District may recover from the RN the costs of any health insurance coverage it has paid on behalf of the RN during the period of any unpaid portion of the leave.
- F. **Seniority During Leaves of Absence.** Seniority shall continue to accrue during any Medical Leave which is for injury or illness compensated under the Workers' Compensation laws of the State of California; such accrual shall be limited to twelve (12) months. Seniority shall also accrue during any other Medical or Family Leave for a maximum of ninety (90) calendar days. During that portion of leave or layoff which exceeds 90 days, seniority shall be retained but not accrued.

- G. Return to Work After Approved Leave.** Return to work after any approved Leave of Absence under subsection A shall be in accordance with all applicable federal, state, and/or local laws. With respect to a Supplemental Leave of Absence under subsection B, all effort will be made to accommodate an RN's absence with existing resources and place the RN upon her/his return in the same or comparable position in which the RN was employed prior to her/his Supplemental Leave of Absence. Unless otherwise required by law, there is no guarantee of immediate return from a Supplemental Leave of Absence if her/his position is no longer available/open. However, if an RN on a Supplemental Leave of Absence notifies the District in writing of a definite return to work date within twelve (12) months of the date her/his leave started (total length of leave of absence), no additional help will be placed in her/his work classification until an opening occurs and that RN has been offered a return to work. The total length of a leave of absence includes Legally Required Leaves of Absence and Supplemental Leaves of Absence. In the event an RN on a Supplemental Leave of Absence fails to request a return to work, refuses a return to work offer, or fails to respond to a return to work offer within fourteen (14) calendar days, the District will have no further reemployment obligations to the RN. Return to work after any approved Leave of Absence shall be in accordance with seniority standing of the RN as defined above and include any wage increases that would have affected all RNs during the approved Leave of Absence.
- H. PTO Donations.** An eligible RN may donate/transfer her/his paid time off to another employee in accordance with the District's Leave Donation policy.
- I. Separation.** In the event the District determines, after complying with the rest of this Article, that it can no longer reasonably accommodate an RN, it shall follow the procedure outlined in Article 10, Performance Improvement and Progressive Discipline, prior to any anticipated separation of employment.

ARTICLE 37
WAGES
Pay Scale Adjustments

A. RN pay scale ranges:

Effective upon the first pay period after July 1, 2016 or after ratification of this agreement whichever is later, each RN will be placed on the following range according to her/his number of full years of RN experience.

Effective the first pay period beginning after ratification by the District, Clinic RNs in the NIA, Women's and Pediatric Clinics shall be moved onto the RHC RN range and going forward such range shall be retitled Clinic RN.

Reset Steps/Full Years of RN Experience	Position Title Category →	CLINIC RN		HOSPITAL RN		RNFA;CSE;RESOURCE NURSE		SASP COORDINATOR
		1410		1440		1455		1470
0	Minimum →	35.56	Minimum →	35.16	Minimum →	39.24	Minimum →	41.85
1		36.45		36.04		40.22		42.90
2		37.36		36.94		41.23		43.97
3		38.30		37.87		42.26		45.07
4		39.25		38.81		43.32		46.20
5		40.24		39.78		44.40		47.35
6		41.24		40.78		45.51		48.53
7		42.27		41.80		46.65		49.75
8		43.33		42.84		47.81		50.99
9		44.41		43.91		49.01		52.27
10		45.52		45.01		50.24		53.57
11		46.66		46.14		51.49		54.91
12		47.83		47.29		52.78		56.28
13		49.02		48.47	Maximum →	53.89		57.69
14		50.25		49.69				59.13
15	Maximum →	51.21		50.93			Maximum →	59.96
16			Maximum →	52.32				

B. Pay Scale Adjustments:

The following base across the board increase shall be applied to all RNs in the bargaining unit. The bottom of the current range, the top of the current range and each step on the range shall move with the across the board increases:

Two and One-Quarter Percent (2.25%) on July 1, 2018.

C. Step Increases:

Step increases of 2.50% shall be awarded annually to each RN in the bargaining unit on the first day of the pay period following the anniversary of the RN's position date. Such date shall not be modified by approved leave of absence. Step increases shall be based on full years of RN experience, rather than merit. Step increases shall not be granted beyond the maximum of the pay scale range.

D. Education Pay Differentials:

An RN with additional accredited degrees not required in her/his job description shall receive the following which apply not to exceed \$2.80 per hour above the maximum of the pay scale range:

- \$0.40 per hour for Bachelors; or
- \$1.00 per hour for Bachelors – BSN; or

\$2.00 per hour for Masters – in healthcare related field; and
\$0.40 per hour per certification for up to two certification identified as eligible according to the Nursing Certification Policy and Procedure.

E. Non-Benefited Part-Time and Per Diem RNs:

Non-Benefited Part-Time and Per Diem RN shall receive 5% above her/his appropriate pay rate on the pay scale range, not to exceed 5% above the maximum of the pay scale range. A Non-Benefited Part-Time or Per Diem RN who changes to a Full-Time Benefited or Part-Time Benefited position classification status will resume her/his appropriate pay rate on the pay scale range.

No RN shall suffer any loss of wages when initially placed on the RN pay scale ranges above nor due to a negative CPI. If frozen in her/his step, only a CPI pay increase will be in effect until the RN is in her/his appropriate step progression.

**ARTICLE 38
HEALTH CARE PLAN BENEFITS
(MEDICAL, PHARMACEUTICAL, DENTAL, VISION)**

The District shall maintain the Basic and Basic Plus Health Care Plan benefits – Medical, Pharmaceutical, Dental, and Vision – at the levels provided as of the date of recognition, for benefited RNs. Coverage for newly hired or newly eligible benefited RNs shall begin on the first day of the month after the date of hire or coverage eligibility.

Per Diem and Part Time Non-Benefited RNs will be offered health care benefits equal to that of benefited RNs, in compliance with the Patient Protection and Affordable Care Act and applicable Internal Revenue Code sections. Per Diem and Part Time Non-Benefited RNs who work at least 30 hours per week or whose service hours equal at least 130 hours a month averaged over the 12 calendar months of the prior year are considered full-time. Such benefits shall continue for the following 12 calendar months until the next measurement period. The District shall schedule a non-benefited RN so that she/he qualifies for health care benefits unless the District’s coverage needs or RN availability necessitates different scheduling. A non-benefited RN shall not be scheduled so as to avoid qualification for health care benefits.

Monthly RN contributions shall be as follows:

Basic Coverage:

Employee Only	\$ 11.50
Employee Plus 1	\$214.60
Employee Plus 2 or more	\$311.56
2-Married/Certified DP employees benefited plus 1	\$226.10

Basic Plus Coverage:

Employee Only	\$ 39.72
Employee Plus 1	\$279.78
Employee Plus 2 or more	\$379.94
2-Married/Certified DP employees benefited plus 1	\$319.50

An RN in a benefited position who provides evidence of other non-Medi-Cal insurance health plan coverage shall continue to receive cash in lieu of benefits in the amount provided on the date of recognition, \$120.00 per month if RN opts out of all health care plan benefits –or– \$104.00 per month if RN opts for dental and vision only (no medical/pharmaceutical coverage).

The foregoing benefit offerings shall be subject to the definitions, policies, terms, conditions, limitations, or other provisions required in any plan document or by any administrator, vendor, or provider of services of each specific benefit offering. The foregoing benefit offerings shall also be administered solely in accordance with their respective terms and conditions and no matter concerning the benefits or any difference arising thereunder shall be subject to the grievance or arbitration procedure of this Agreement (excluding the terms described in this Section). The selection of the administrators, vendors, or providers of services of each specific plan shall be determined by and at the sole discretion of the District. Any changes to the foregoing benefit offerings made by the administrators, vendors, or providers of services will be communicated with the Union as soon as possible when the District receives such change notification and information.

ARTICLE 39 OTHER BENEFITS

The District shall continue to maintain the following benefit offerings for RNs as they were provided as of the date of Recognition:

- 457 Deferred Compensation Plans – Lincoln / Valic
- Financial Center Credit Union / AltaOne Credit Union
- Employee Assistance Program
- Colonial Life – Universal Life Insurance, Term Life Insurance, Short-term Disability Insurance, Accident Insurance, Cancer Insurance
- TASC Flexible Spending Accounts – Medical Expense, Dependent Care
- LegalShield
- UNUM – Group Term Life & Accidental Death & Dismemberment Insurance, Long-term Disability, Work-life balance EAP, Worldwide emergency travel assistance

The foregoing benefit offerings shall be subject to the definitions, policies, terms, conditions, limitations, or other provisions required in any plan document or by any administrator, vendor, or provider of services of each specific benefit offering. The foregoing benefit offerings shall also be administered solely in accordance with their respective terms and conditions and no matter concerning the benefits or any difference arising thereunder shall be subject to the grievance or arbitration procedure of this Agreement (excluding the terms described in this Section). The selection of the administrators, vendors, or providers of services of each specific

plan shall be determined by and at the sole discretion of the District. Any changes to the foregoing benefit offerings made by the administrators, vendors, or providers of services will be communicated with the Union as soon as possible when the District receives such change notification and information.

**ARTICLE 40
RETIREMENT PLANS**

A. Northern Inyo County Local Hospital District Retirement Plan: Defined Benefit Pension Plan

The Northern Inyo County Local Hospital District Retirement Plan* (hereinafter referred to as the Defined Benefit Pension Plan) shall continue in effect and shall continue to be provided to all RNs eligible to participate in the Defined Benefit Pension Plan at benefit levels currently provided.

Effective October 1, 2018, any member of the bargaining unit, who is eligible to participate in the District’s Defined Benefit Pension Plan, who leaves District employment and returns to employment with the District more than five years since his/her last date of employment with the District, shall not return to participation in the Defined Benefit Pension Plan. Instead, he or she shall be eligible to participate in the District’s 401(a) Retirement Plan only.

B. Northern Inyo Healthcare District 401(a) Retirement Plan

The Northern Inyo Healthcare District 401(a) Retirement Plan (hereinafter referred to as the 401(a) Plan) shall continue in effect and shall be provided to all eligible RNs who are not eligible participants in the Defined Benefit Pension Plan. For 2015 and the duration of this agreement, the District shall make an annual contribution to the 401(a) Plan in the amount of 7.00% of eligible compensation which shall be allocated to participants in accordance with 401(a) Plan Documents.

**When the District modifies the name of its Retirement Plans from Northern Inyo County Local Hospital District to Northern Inyo Healthcare District, this Article shall still apply to such Plans.*

**ARTICLE 41
PAID TIME OFF (PTO)**

A. PTO Accrual

PTO combines all vacation time, holiday time and sick leave benefits.

Benefited RNs earn PTO according to the following schedule:

PTO Accrual Level	Lifetime Benefit Hours (LBH)	Pay Period Accrual Amount	Number of Pay Periods Per Year	Total PTO Hours Per Year	Maximum Accrual Amount
-------------------	------------------------------	---------------------------	--------------------------------	--------------------------	------------------------

	(A)	(B)	(C)	(D)	(D)*1.5=(E)
Level I	0.00 to 8,319.99	7.69	26	200.00	300.00
Level II	8,320.00 to 18,719.99	9.23	26	240.00	360.00
Level III	18,720.00 or more	10.77	26	280.00	420.00

The above hours of PTO (B) are earned only when the benefited RN is paid at least eighty (80) hours during the pay period. Hours above or below 80 will be prorated with a maximum of 1.2 times the appropriate accrual rate. Whenever paid hours consisting of any combination of time worked, PTO or paid absence (excluding “hours” paid by an external source for income replacement) are less than fifty-six (56) hours during the pay period, the RN will earn no PTO for that pay period.

B. PTO Cash Outs

Whenever the PTO Maximum Accrual Amount (E) is reached, the RN will be cashed out down to the maximum allowed amount each pay period that the maximum is exceeded.

On two designated pay periods in November or December of each year, benefited RN may elect to receive pay for a portion of accrued (earned but not used) PTO to her/his credit. RN must leave a minimum of 40 hours in her/his PTO balance after cash-out.

C. Use of PTO

1. All requests to use PTO for vacation are subject to approval by the Director/Manager.
2. Approvals of requests to use PTO for vacation shall take place annually according to the following process:
 - a. RNs shall request to use PTO for vacation for the fiscal year or twelve (12) month period beginning July 1 and ending on June 30 and not sooner than six months before the start of that period and not later than five months before the start of that period.
 - b. Requests to use PTO for vacation shall be limited to four (4) weeks. Longer requests will require Executive Team approval. If coverage cannot be secured to cover all requested PTO for vacation, such requested PTO for vacation will be approved in rotation from most senior to least senior, crossing request periods and calendar years if necessary, until such time that all RNs wishing to use PTO for vacation during requested periods have received their preference. The rotation shall then begin again.
 - c. Requests shall be granted, modified or denied by the end of February.
 - d. One RN per shift per department is allowed. Additional requests to use PTO for vacation time off greater than one RN off per shift per department may be granted if department size and skill mix allow.
3. Requests to use PTO for vacation submitted during the calendar year after the January deadline shall be granted as possible within 15 calendar days after the request.

Department seniority-based rotation will be the tiebreaker if two requests are received on the same day, as described in section 2.b.

4. Requests to use PTO for vacation shall not be unreasonably denied.
5. Approved requests to use PTO for vacation shall be documented in writing and shall not be canceled once approved.
6. Requests to use PTO for vacation will be granted for time equal to or less than the PTO accrued by the RN at the time the request is made. Time off exceeding an RN's accrued PTO may only be granted by the Executive Team based on HR Policy.
7. See Subsections A and B above for information about PTO accrual amounts and cash outs.
8. Coverage for approved requests to use PTO for vacation:
 - a. Management shall be responsible for securing coverage.
 - b. If RN is part of a weekend work rotation, RN may submit a weekend switch proposal with her/his request to use PTO for vacation.
9. If the RN withdraws her/his request to use PTO for vacation prior to the posting of the schedule, the RN will work her/his regular shifts. If, however, an RN withdraws her/his request to use PTO for vacation after the schedule has been posted, he/she will not be guaranteed those hours and may have to use her/his PTO.
10. If an RN withdraws her/his approved request to use PTO for vacation, the DON will notify all of the RNs in the Department of this change giving another RN a chance to request to use PTO for vacation at that time.
11. PTO combines all vacation time, holiday time and sick leave benefits. Use of PTO for holiday time and sick leave are according to District policies. Please also reference Articles: 4--Union Rights; 16--Position Classification Status; 32--Low Census Days; 34--Call-in process when RN is unable to work a scheduled shift; 36--Leaves of Absence; 42--Holiday Pay/Scheduling.

ARTICLE 42 HOLIDAY PAY/SCHEDULING

- A. Registered Nurses (RNs) who are required to work on the actual date of any of the listed recognized holidays 2.-5. will be paid at the premium rate of time and one-half the RN's hourly rate of pay (inclusive of any applicable shift differentials in accordance with Article 21) for the hours worked during the specified times listed for the holidays in 2.-5.
- B. Registered Nurses (RNs) who are required to work on the actual date of any of the listed recognized holidays 1., 6., or 7. will be paid at the premium rate of double the RN's hourly rate of pay (inclusive of any applicable shift differentials in accordance with Article 21) for

the hours worked during the specified times listed for the holidays in 1., 6., or 7. The District may not impose mandatory low census for New Years Day, Thanksgiving, or Christmas.

C. Holidays include:

1. New Year's Day (6:00 P.M. on December 31 to 11:00 P.M. on January 1);
2. President's Day (3rd Monday in February) (11:00 P.M. to 11:00 P.M.);
3. Memorial Day (4th or 5th Monday in May) (11:00 P.M. to 11:00 P.M.);
4. Independence Day (July 4) (11:00 P.M. to 11:00 P.M.);
5. Labor Day (1st Monday in September) (11:00 P.M. to 11:00 P.M.);
6. Thanksgiving Day (11:00 P.M. to 11:00 P.M.);
7. Christmas Day (6:00 P.M., December 24 to 11:00 P.M., December 25).

D. RNs who have signed 12-hour shift agreements will rotate 2 holidays per year based on a holiday rotation schedule.

E. RNs who have signed 10-hour shift agreements, 8-hour shift agreement or work less than that will rotate 3 holidays per year based on a holiday rotation schedule.

F. Nursing departments that do not routinely schedule patients on the holiday will be available for call on a rotational basis.

1. Call for holidays will be based on department need and follow a rotation plan

G. In the event that scheduled staff is not needed to work the holiday to meet patient needs, staff may request low census day (LCD) using PTO or Zero Pay (base rate).

H. RN whose religious beliefs call for the recognition of special days may use PTO or arrange for time off without pay provided prior arrangements have been made with her/his supervisor.

**ARTICLE 43
NURSE PRACTICE AND PROCESS**

A. The District and District Registered Nurses (RNs) will follow the California Code of Regulations and Licensure for RNs.

B. The Nursing Process shall be attached to this MOU and referenced as Appendix A.

ARTICLE 44
RN PROFESSIONAL PRACTICE COMMITTEE

- A. A Professional Practice Committee (PPC) of bargaining unit RNs will be established to consider and constructively recommend to the nursing administration ways and means to improve nursing practice and patient care, including health and safety, technology, and staffing ratio and acuity matters, insofar as provisions of the MOU are not added to or otherwise modified. Membership of the PPC will include a representative from the following departments or service lines: OR, PACU/Outpatient Services, Perinatal Services, ED, ICU, and Acute/Subacute Services. Clinic Service will not have a regular representative on the PPC. A department's representative will be elected by the bargaining unit members of that department or service line on a two-year rotational basis so that one-half of the committee members rotate out each year. In collaboration with the Director of Nursing, the RN schedule will be adjusted to allow for attendance at the meeting.
- B. The Connection to Council Form (located on the intranet) may be used by staff to share issues, ideas, or concerns. The Request for Process Standard Development /Review Form (also located on the intranet) may be used by staff to request Policies and Procedures, Clinical Forms, Standard of Care/Practice, Order Sets, Job Description development or revision. The forms will be routed to the CNO, Chair of the PPC, Director of Nursing Practice, and Chief Performance Excellence Officer. No RN shall be subject to reprisal for bringing forward nursing practice concerns to management or the PPC. The CNO, Director of Nursing Practice, Chief Performance Excellence Officer and Chair of the PPC shall meet monthly to review any submitted forms for action and/or committee referral.
- C. The PPC will meet monthly and members will be released from work and paid for their attendance up to two (2) hours. At least once per quarter the Chief Nursing Officer (CNO) or representative will be invited to meet with the PPC at one of its scheduled meetings. Whenever the PPC makes a written recommendation to the Nursing Executive Committee (NEC), the NEC shall respond in writing within thirty (30) calendar days, unless the NEC and the PPC mutually agree that the time may be extended. Whenever the NEC makes a written recommendation to the PPC, the PPC shall respond in writing within thirty (30) calendar days, unless the NEC and PPC mutually agree the time shall be extended.
- D. The PPC will furnish the CNO and the Scheduling Coordinator with the PPC meeting calendar and membership list. If the meeting calendar changes, the PPC will make every effort to provide notice of the new meeting time and date prior to the day on which the work schedule is established for attendees.
- E. PPC minutes will be posted on the intranet.
- F. The District will release the District's Cal-OSHA 300 logs in accordance with regulations.
- G. The District will provide an aggregate summary of QRRs every six (6) months. This aggregate summary will exclude patient privacy information.

- H. Because of the interdisciplinary nature of patient care, the PPC may also request to meet with representatives of other services or committees (e.g. Diagnostic Imaging, Cardiopulmonary, Rehabilitation, Pharmacy, Clinical Informatics, Clinics, Safety Committee, Resuscitation Committee). Attendance shall be arranged with approval from each representative's management.
- I. In addition to the PPC, an RN from each department or service line will be selected by the CNO and PPC to participate on three standing committees: Orientation Competency Committee (OCC) (Clinical Staff Educators to attend), Staffing Issues Advisory Committee (SIAC), and Clinical Consistency Committee (CCC). The SIAC shall include one staff RN representative each from OR, PACU/Outpatient Services, Perinatal Services, Critical Care Services, and Acute/Subacute Services, as selected by the PPC.
- J. An RN representative from each of the stated Committees above and the PPC RN representative of each department (OR, PACU/Outpatient Services, Perinatal Services, Critical Care Services, and Acute/Subacute Services) and representatives from ancillary departments (e.g. Lab, Diagnostic Imaging, Pharmacy, Rehabilitation, Cardiopulmonary) will attend an Interdisciplinary Shared Governance meeting to be held at least once a year. Other Management representation at the Interdisciplinary Shared Governance Meeting may include the CNO, Chief Performance Excellence Officer, Chief Human Relations Officer, Clinical Informatics, and the Director of Nursing Practice.
 - 1. Information from the Performance Excellence Office, QA/PI teams, standing committees, and PPC will be shared.
 - 2. Other issues for discussion will pertain to advancing the safe and therapeutic delivery of healthcare via collaborative practice to achieve evidence based practice, patient outcomes, and safety awareness.
 - 3. The number one safety issue will be identified and prioritized for action.
- K. Department or service line specific concerns should be brought to the attention of the department or service line management. Concerns needing immediate attention may be addressed to the House Supervisor. Appropriate documentation, such as an incident report (aka QRR), should be completed as per policy. If a performance improvement project is formed to address such department specific concerns, and involves department RNs as stakeholders, department RNs will be represented on the project's membership.
- L. Projects, requests for process changes, performance improvement activities will be submitted through the QA/PI department.
- M. RNs may be asked on a voluntary basis to participate on QA/PI teams or other dedicated purpose committees (e.g. orientation competency, staffing issues, and clinical consistency), complete chart audits, or participate in District employee surveys.

**ARTICLE 45
STAFFING**

- A. The District will have a staffing system based on assessment of patient needs in accordance with Title 22 of the California Administrative Code and any other applicable State and/or Federal regulations regarding patient classification by acuity and minimum staffing ratios. The District will include meals and breaks when assessing and determining staffing needs.
- B. When an RN has concerns related to staffing, the concerns should be brought immediately to the attention of the House Supervisor. A Registered Nurse will not be disciplined for reporting such concerns. The District shall not compel RNs to accept a patient care assignment for which he/she does not have the required competencies, and RNs shall not unreasonably refuse to accept patient care assignments for which he/she is competent.

**ARTICLE 46
STAFFING DISPUTES**

- A. A Quality Review Report (QRR) will be written by RN staff in regards to any concerns or issues with staffing including State Mandated Staffing Ratios, acuity, competency of RN to meet the patient care assignment, etc.
- B. The District QRR process will be followed. Staffing related issues should be clearly indicated on the QRR form.
- C. When the Compliance Department receives a QRR with a clearly indicated staffing issue, the RN or RNs initiating the QRR shall be provided an acknowledgement of a staffing related QRR, referencing the unit, date and shift of incident occurrence, as soon as practically possible. This process will only occur if the person(s) initiating the QRR is/are clearly marked and it is not an anonymously submitted QRR.
- D. A summary of all staffing QRR's will be forwarded by the Compliance Department to the CNO for discussion at the Staffing Issues Advisory Committee (SIAC) and the Professional Practice Committee (PPC).
 - 1. The minutes of the SIAC will be posted on the intranet.
- E. The Director of Nursing (DON) will provide feedback to the RN(s) who wrote the QRR.
 - 1. Such feedback shall be documented in writing and a copy attached to the QRR.

**ARTICLE 47
PATIENT CLASSIFICATION SYSTEM**

- A. A revised patient classification system shall be established as a method of determining staffing requirements for each patient, each department, and each shift as appropriate, based on RN assessment of patient needs for nursing care in conformance with applicable State regulations.

1. The current patient classification system will remain in place until a new patient classification system is established.
- B. The Professional Practice Committee (PPC) and the Staffing Issues Advisory Committee (SIAC) will select the patient classification system, review the reliability and validity of the patient classification system annually, and recommend any modifications or adjustments necessary to assure accuracy in measuring patient care needs.
- C. The SIAC will review and recommend the top three choices of evidence-based acuity systems to Nursing Executive Committee (NEC). Timing of the selection will be dependent on vendor availability for presentation with a goal of recommendation to be accomplished within 121 days of ratification of this agreement.
- D. RNs will be spot checked for patient classification completion and accuracy, and timely education will be completed.
- E. The District will make every reasonable effort to procure additional personnel based on the rating from the patient classification system. If the acuity of the patient is too high for the department staff ratios and/or competency, the patient may be transferred to accommodate the care requirements.
- F. The District and the Union agree that the delivery of patient care benefits from including non-RN staff (for example CNAs, LVNs, Department Clerks, Telemetry Techs) to assist RNs in delivering care.

**ARTICLE 48
FLOATING AND CROSS TRAINING**

- A. Floating is defined as an unscheduled temporary assignment to another department other than the RNs regularly scheduled department. Floating shall occur due to staffing, departmental census, acuity and/or other patient considerations. In the event the RN feels that she/he lacks competency, including age specific clinical competency for an assignment, the RN shall inform the immediate supervisor. The supervisor and the RN shall alter such assignment if warranted.
- B. As part of the department Staffing Management Plan, a set number of positions will be cross-trained for coverage purposes.
 1. These positions are identified on the department position control and will be posted with the inclusion of the cross-training requirements.
- C. Staff that is cross-trained must complete orientation to the cross-trained department, or position. Staff may cross train to a total of two departments. Refer to Article 29 for House Supervisor Assistant differential – this role is separate from cross training.
 1. A one-time 5% increase will be allocated for cross training for up to two departments for a total of 10% maximum.

2. If the RN does not continue to meet cross training requirements, the RN will lose the 5% cross training increment.
 3. A cross trained RN must work sixty (60) hours in the cross trained department per calendar year.
 4. The District shall guarantee that each RN is offered a minimum of sixty (60) hours in the cross trained departments.
 5. Managers shall assist in scheduling cross-trained employees to meet their requirement.
 6. Cross-training nurses shall have access to the .electronic staffing system for all cross-trained departments.
 7. Annual competencies for the position cross-trained must be met.
 8. An annual performance appraisal will be received.
 9. See Orientation/Cross Training Time Frames, Article 49.
- D. RNs who are currently cross trained and decide not to remain cross trained will lose the 5% cross training increment.
- E. As examples, cross-trained staff positions include but are not limited to:
1. ED to ICU and ICU to ED
 2. Acute/Subacute to Mom-Baby/Prehospital Visit and Neonate Nursery (stable neonate)
 3. Perinatal to Acute/Subacute
- F. An RN who transfers from a department to another department may retain her/his cross-training from the transferred department. If the RN chooses to remain cross trained to the transferred department, she/he will receive the 5% cross training increment provided that the Master Staffing Plan has an open cross-train position in the department that they are transferring from. The District agrees that if there is no open cross-train position in the Master Staffing Plan, it shall meet and confer with the Union prior to making a decision. After meeting with the Union, the decision will be presented to the Board of Directors.
- G. With CNO and Department DON approval, staff may request to cross-train to other departments, position or skill of choice.
1. A 5% increase will be allocated for cross training up to a 10% total.
 2. If a staff member cross-trains to an additional department(s) by choice, the staff member will work in the cross-trained department if a need arises during a scheduled shift.
 3. Annual competencies for the position cross-trained must be met.

4. An annual performance appraisal will be received.
- H. Floating of RNs shall be subject to patient care considerations and staffing needs. When floating becomes necessary, RNs who are cross-trained to a specific department will be floated first.
- I. If a cross-trained RN is not available to float, and floating is requested, the RN who floats will complete the Floating Orientation Checklist. The RN will only perform duties to which the RN is competent to perform based on the RNs Job Description and Skills Check List.
- J. In the event a department has no patients, the Fixed Staff Floating Policy and Procedure will be followed.
- K. RNs shall be floated by rotation with the following exceptions:
 1. An RN acting in the capacity of a preceptor shall not be floated unless no other nurse has the necessary qualifications and competencies. In the case when a preceptor must be floated, the preceptee shall remain on the department and shall be assigned to another preceptor for that shift only.
 2. A new graduate RN who is hired shall not float until the completion of six (6) months in her/his assigned department.
 3. When possible, an RN with a minimum of one (1) year department-specific experience will remain in the department at all times. In the event that an RN needs to float to another department and there is only one RN who meets that criteria, the RN with greater than one-half (1/2) year and less than one (1) year of experience will float to the requesting department and will perform duties to which the RN is competent to perform based on her/his job description and skills checklist.

ARTICLE 49
ORIENTATION/CROSS TRAINING TIME FRAMES

- A. Time Frames will be established as a guide for orientation/cross training to positions within Nursing services.
- B. Orientation/Cross training policies and procedures will be reviewed by the Orientation Competency Committee.
- C. RN Staff floating to a department in which she/he is not cross-trained will be given a float orientation to the department including an RN resource. The float RN will function within the competencies of her/his Job Description.

ARTICLE 50
RN PRECEPTORSHIP

- A. Preceptorship: An organized and planned educational program in which staff preceptors facilitate the integration of novice staff and/or new hires, including travelers, into their roles and responsibilities in the work setting.
- B. A lead preceptor called a clinical staff educator will be identified for the following Departments or Services;
- Acute/Subacute Services .3fte
 - Perinatal Services .3fte
 - OP/PACU .25fte
 - Surgery/CSP .2fte
 - Emergency Department .3fte
 - ICU .3fte
- C. The Orientation Competency Committee (OCC) will oversee the RN Preceptorship Program including criteria and responsibilities.
1. The Department Lead Preceptor (Clinical Staff Educator) attends the OCC.
 2. The Department Lead Preceptor (Clinical Staff Educator) will complete orientation to the Clinical Staff Educator Job Description and be paid within that pay scale and are not eligible for the preceptor differential.
- D. Qualifications for a preceptor as defined in Policy & Procedure will be used to select RN staff to be trained as preceptors.
1. The Orientee will evaluate the preceptor at the completion of the orientation period.
 2. The Preceptor will evaluate the orientee weekly throughout the orientation.
- E. Becoming a preceptor for Registered Nurses, students, and other staff is voluntary.
- F. An RN designated as a preceptor will be paid her/his regular hourly rate for attending District provided preceptor training.
- G. An RN assigned as preceptor for a set period with a designated orientee will be paid the differential only during the preceptee's orientation period.
- H. An RN who has satisfactorily completed preceptor training will receive \$1.00 per hour preceptor differential for assigned time spent precepting District RNs during RN's

orientation period. An annual preceptor performance evaluation including a competency check will be completed to maintain preceptor pay.

- I. When an RN is assigned to perform preceptor duties, the RN will follow the Preceptor Policy.

ARTICLE 51 CONTINUING EDUCATION TIME

A. Continuing Education Time (CET):

1. The District is not responsible for providing Registered Nurse (RN) Continuing Education Units (CEU's) toward Licensure.
2. The District will provide in-house opportunities for RNs to receive CEUs through the District's education department which includes but is not limited to Learning Management Systems.
3. The District will compensate RNs at straight time for completion of all mandatory District and Department-based education requirements (i.e., District learning management system courses (or similar online required courses), BLS, ACLS, PALS, PEARS, NRP) and annual mandatory competencies each calendar year.
4. In order to maintain licensure, RNs are allowed up to sixteen (16) hours of educational pay per calendar year. The sixteen (16) hours of educational pay per fiscal year may be rolled over to the next year, and the maximum amount of accumulated educational pay shall be thirty-two (32) hours.

Employees will be responsible for submitting proof of class attendance to their department head. Department heads will be responsible for maintaining records of education days utilized by staff.

B. Requests for CET:

1. Requests for continuing education time to attend or take a continuing education course must be made no later than fifteen (15) days prior to the schedule due date when the class is to commence, whether the class is online or in person.
2. An RN who attends a continuing education course not requiring release time (e.g. on her/his day off or home study) is not required to request advance approval.

C. Requests for outside CET:

1. The District may request an RN to attend outside continuing education. If this occurs, the District will compensate according to policy.

ARTICLE 52
COMMUNICABLE DISEASES

- A. The District shall provide information and training to RNs on communicable illness and/or disease to which he/she may have routine or non-routine work place exposure.
 - 1. Information and training shall include the symptoms of disease, modes of transmission, methods of protection, work place infection control procedures, special precautions and recommendations for immunization where applicable.
 - 2. The RN shall actively participate in the training provided by the District.
- B. RNs shall be provided and use appropriate equipment and/or attire whenever the work conditions warrant such protection.
 - 1. The District and RNs shall follow all applicable Local, State, and Federal regulations relating to communicable diseases.
- C. The District shall work with the Local Health Department to address any pandemic or community concern.
 - 1. As needed, a Communicable Disease Management Task Force (CDMTF) can be convened to address issues as they arise. (All information from the CDMTF will flow to the Medical Staff Infection Control Committee.)
- D. A Volunteer Response Team (VRT) of RNs will be established for any Communicable Disease classified by CalOSHA as requiring specific precautions and training (example Ebola virus). Active involvement of the VRT will include reviewing the exposure control plan regarding the Communicable Disease procedures to be performed by the VRT RNs. Specific procedures for the identified Communicable Disease will require VRT RNs input for Medical Staff approval. Additional training and education will be provided to the VRT RNs.
 - 1. The CDMTF will monitor system wide preparedness and response to the pandemic, including but not limited to the availability of Personal Protective Equipment (PPE), implementation of Federal, State and/or local disease prevention standards, the need for off-site emergency triage, immunization and treatment services, isolation accommodations, and effective communication and/or training to direct care providers.
 - 2. The CDMTF will update the VRT RNs of any reports regarding system wide preparedness and response on an ongoing basis.
- E. The District shall not knowingly assign an RN to patient care situations which present imminent and unreasonable danger of illness, disease, serious harm or death to the RN.
 - 1. If an RN reasonably believes he/she has been given an assignment which presents an imminent danger, or increases unwarranted risk of exposure to disease or occupational hazards to the RN, the RN shall immediately bring the issue to the attention of her/his manager or designee for discussion and resolution.

ARTICLE 53
SAFE PATIENT HANDLING

- A. The District is committed to providing a safe working environment that includes a commitment to protect RNs from workplace injuries associated with the handling of patients. The District shall implement and maintain Policies and Procedures (P&P) associated with safe patient handling (refer to Safe patient Handling Subcommittee P&P list).
- B. Reasonable efforts will be made to eliminate the need for patient care providers to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, education and appropriate training for staff involved in handling of patients. Appropriately trained and designated staff is to be available to assist with patient handling.
- C. The following forums exist for RNs to raise safety concerns related to the handling or movement of patients:
- Patient Safe Handling Subcommittee (refer to Subcommittee Purpose)
 - Professional Practice Committee
 - District Safety Committee
 - Monthly Department Safety Rounds completed by the Department Safety Resource Person
 - Ergonomic Rounds
 - Completion of Quality Review Report (QRR)
 - Notification of the House Supervisor and/or direct management
 - On the Annual RN Assessment to be completed at the time of the Annual evaluation
- D. The District shall give due and fair consideration to recommendations from the Safe Patient Handling Subcommittee that are intended to reduce workplace injuries associated with the movement or handling of patients.

ARTICLE 54
PROFESSIONAL ACTIVITIES REQUIRED FOR ADVANCEMENT LADDER
LEVEL(NURSING ADVANCEMENT LADDER)

Educational and/or Professional Activities required for each Ladder level are:

RN Level 2: Must complete – 2 Professional Activities/year

RN Level 3: Must Complete – 4 Professional Activities/year

RN Level 4: Must complete – -6 Professional Activities/year

Activities can be used no more than two (2) times for each year of submission (with the exception of membership in professional nursing organization, which can only be used one (1) time).

Professional Development Activities:

- Nurse Preceptor/training new employee (RN, LVN, CNA, MA) – Minimum of 72 hours
- Charge Nurse – Minimum of 8 shifts
- Council/Committee chair/co-chair/active membership
- Community speaking engagement
- Community/hospital volunteer project
- Enrollment in program for BSN/Masters/Doctorate
- Completion of college course related to specialty relevant to nursing
- Membership in a professional nursing organization
- National nursing certification in a discipline relevant to the Nurse’s home department from the Nursing Certification Policy and Procedure List
- NIHD Qualified Dual-Role Interpreter
- Unit based approved project or in-service presented at a staff meeting
- Published clinical article (in a professional nursing journal)
- Evidence Based Practice or Clinical Research project
- Key role in quality improvement project
- Formal Education Presentation (hospital-wide/nursing department)
- Mentoring LVN/RN/high school students – Minimum of 16 hours
- Visual Educational Tool
- CEU’s:
 - Level 4 - 20 CEU’s of Board of Nursing approved CEUs above annual mandatory training
 - Level 3 - 15 CEU’s of Board of Nursing approved CEUs and above annual mandatory training
 - Level 2 –10 CEU’s of Board of Nursing approved CEUs above annual mandatory training
- AHA Certified Instructor or other Certified Instructor in Nursing Teaching at an affiliated institution/Allied Health
- Super User - Competencies, EMR, infection control super user RFT/PPD, etc. (Documentation of training sessions required. Cannot be used if a duty/expectation of your position)
- Development and participation in skills fair
- Update Policy and Procedures (approved via committee(s) as required)
- Other activity approved by Unit Director, Unit Manager, Unit Assistant Manager or CNO

Clinical Ladder with the following levels

NORTHERN INYO HEALTHCARE DISTRICT
NURSING ADVANCEMENT LADDER

LEVEL	CLINICAL EXPERIENCE REQUIRED	PROFESSIONAL DEVELOPMENT ACTIVITIES	CEU'S/ CONTACT HOURS ANNUALLY	ADDITIONAL DIFFERENTIAL REIMBURSEMENT
4	5 years of RN experience	6 Professional Development Activities	20 CEU's of Board of Nursing approved CEUs and above annual mandatory training as defined annually by the Chief Nursing Officer or required competencies for the nurse's position.	\$0.30 /hour
3	3 years of RN experience	4 Professional Development Activities	15 CEU's of Board of Nursing approved CEUs and above annual mandatory training as defined annually by the Chief Nursing Officer or required competencies for the nurse's position.	\$0.20 /hour
2	1 year of RN experience	2 Professional Development Activities	10 CEU's of Board of Nursing approved CEUs and above annual mandatory training as defined annually by the Chief Nursing Officer or required competencies for the nurse's position.	\$0.10 /hour
1	Less than 1 year of RN experience	None		\$0.00/hour

- Nurses can apply to the next level at any time once they have met the requirements for the next level (Level 2 or higher).
- To apply and remain in the clinical ladder, the nurse must submit proof of clinical ladder qualifications to their Unit Director, Unit Manager, or Unit Assistant Manager.

**ARTICLE 55
INDEMNITY**

The District shall provide the defense and indemnification for a Registered Nurse within the unit sued on account of acts or omissions in the course and scope of her/his employment where required by the provisions of California Government Code §995, et seq. (State Tort Claims Act).

**ARTICLE 56
SAVINGS CLAUSE**

If any provision or benefit contained in this Agreement is declared illegal by court of competent jurisdiction, or becomes illegal by virtue of changes in the law governing public employees, the remainder of this Agreement shall remain in full force and effect. The parties agree to negotiate upon such finding of illegality with the intent of arriving at a replacement, if possible, for the provision or benefit found illegal.

**ARTICLE 57
NO STRIKE – NO LOCKOUT**

- A. During the life of this Agreement, the District will not conduct any lockout of Registered Nurses subject to this Agreement.
- B. During the life of this Agreement, neither the Union, nor the Registered Nurses that compose it, will engage in any work stoppages, work slowdowns, sickouts, interruptions of work, or strikes.

**ARTICLE 58
TERM OF AGREEMENT**

This Agreement shall become effective as of the date of ratification and shall continue in full force and effect through June 30, 2019. The District agrees that it shall begin negotiations on a successor MOU during the first week of January 2019 or as otherwise agreed to/requested by AFSCME. The District is committed to reaching agreement on a successor MOU on or before June 30, 2019.

This agreement shall be automatically renewed and extended from year to year thereafter until either party serves notice in writing, which is received by the other party at least 90 days prior to the expiration date of this Agreement, of its desire to terminate or amend this Agreement.

If a new Agreement is not reached prior to the expiration of this Agreement or any anniversary date thereafter, the parties may, by mutual written consent extend the existing Agreement for a specified period of time.

SIGNATURES

NORTHERN INYO HEALTHCARE
DISTRICT

DISTRICT COUNCIL 57, AMERICAN
FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

Kevin S. Flanigan, MD MBA
Chief Executive Officer

Ron Daywalt, Med Surg

DATE: _____

Eva Judson, OB

Vickie LaBraque, OR/PACU

Cynthia McCarthy, ICU

Heleen Welvaart, RHC

Jane McDonald, AFSCME Representative

DATE: _____

APPENDIX 1 THE NURSING PROCESS

Source: The American Nurses Association, Inc.

The common thread uniting different types of nurses who work in varied areas is the nursing process—the essential core of practice for the registered nurse to deliver holistic, patient-focused care.

Assessment

An RN uses a systematic, dynamic way to collect and analyze data about a client, the first step in delivering nursing care. Assessment includes not only physiological data, but also psychological, sociocultural, spiritual, economic, and life-style factors as well. For example, a nurse's assessment of a hospitalized patient in pain includes not only the physical causes and manifestations of pain, but the patient's response—an inability to get out of bed, refusal to eat, withdrawal from family members, anger directed at hospital staff, fear, or request for more pain medication.

Diagnosis

The nursing diagnosis is the nurse's clinical judgment about the client's response to actual or potential health conditions or needs. The diagnosis reflects not only that the patient is in pain, but that the pain has caused other problems such as anxiety, poor nutrition, and conflict within the family, or has the potential to cause complications—for example, respiratory infection is a potential hazard to an immobilized patient. The diagnosis is the basis for the nurse's care plan.

Outcomes / Planning

Based on the assessment and diagnosis, the nurse sets measurable and achievable short- and long-range goals for this patient that might include moving from bed to chair at least three times per day; maintaining adequate nutrition by eating smaller, more frequent meals; resolving conflict through counseling, or managing pain through adequate medication. Assessment data, diagnosis, and goals are written in the patient's care plan so that nurses as well as other health professionals caring for the patient have access to it.

Implementation

Nursing care is implemented according to the care plan, so continuity of care for the patient during hospitalization and in preparation for discharge needs to be assured. Care is documented in the patient's record.

Evaluation

Both the patient's status and the effectiveness of the nursing care must be continuously evaluated, and the care plan modified as needed.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: FIRE SAFETY – Fire Hazards during Surgical Procedures EC.02.03.01 EP 11-12	
Scope: NIHD	Manual: EOC-Fire Safety, Environment of Care, EOC - Fire Safety, Maintenance, Surgery
Source: Director of Maintenance/Surgery	Effective Date: 3/28/18

POLICY

It is the policy of Northern Inyo Healthcare District (NIHD) to conduct periodic evaluation of potential fire hazards that could be encountered during surgical procedures.

PROCEDURE

1. The Surgery Department has specific written fire prevention and response procedures which include safety precautions related to the use of flammable germicides or antiseptics. If needed, the Safety Committee will collaborate and assist with review of these procedures.
2. When flammable germicides or antiseptics are used during: Electrosurgery; Cautery; Lasers. The following are required:
 - Non-flammable packaging
 - Unit-dose applicators
3. Materials Management is aware of this requirement and in conjunction with Surgery Department; assures that appropriate materials are purchased.
4. Pre-operative “time-out” before the beginning of any surgical procedure (utilizing flammable germicides or antiseptics) to verify the following:
 - The application site is dry prior to draping and use of surgical equipment
 - Pooling of solution has not occurred or has been corrected
 - Removal of solution-soaked material prior to draping and the use of surgical devices

REFERENCES:

1. TJC EC.02.03.01EP11-12
2. NFPA 99-2012: 15:13

Approval	Date
Board of Directors	
Last Board of Directors Review	

Developed: 3/28/18
 Revised:
 Reviewed:
 Supersedes:
 Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: FIRE SAFETY – Fire Hazards during Surgical Procedures EC.02.03.01 EP 11-12	
Scope: NIHD	Manual: EOC-Fire Safety, Environment of Care, EOC - Fire Safety, Maintenance, Surgery
Source: Director of Maintenance/Surgery	Effective Date: 3/28/18

in approval

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: FIRE SAFETY Compliance with NFPA 99-2012: Chapter 15 EC.02.03.01 EP 13	
Scope: NIHD	Manual: EOC Fire Safety, Environment of Care, EOC - Fire Safety, Maintenance
Source: Director of Maintenance	Effective Date: 3/28/18

POLICY:

It is the policy of Northern Inyo Healthcare District (NIHD) to maintain compliance with NFPA 99-2012 edition Chapter 15. This chapter is applicable in all new and existing health care facilities.

PROCEDURE

Chapter 15 of NFPA 99-2012 edition relates to “Features of Fire Protection” and often references back to The Life Safety Code NFPA 101-2012 edition as well as other applicable NFPA codes. The focus of this chapter includes:

- ✓ Construction and Compartmentation
- ✓ Special Hazard Protection for Flammable Liquids and Gases
- ✓ Laboratories
- ✓ Utilities
- ✓ Fire Detection, Alarm, and Communication Systems
- ✓ Automatic Sprinklers and Other Extinguishing Equipment
- ✓ Manual Extinguishing Equipment
- ✓ Compact Storage
- ✓ Compact Mobile Storage
- ✓ Maintenance and Testing
- ✓ Fire Loss Prevention in Operating Rooms

A copy of NFPA 99-2012 is available in the Director of Plant Operations office.

REFERENCES:

1. TJC EC.02.03.01 EP 13
2. NFPA 99-2012

Approval	Date
Board of Directors	
Last Board of Directors Review	

Developed: 3/28/18

Revised:

Reviewed:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: FIRE SAFETY Compliance with NFPA 99-2012: Chapter 15 EC.02.03.01 EP 13	
Scope: NIHD	Manual: EOC Fire Safety, Environment of Care, EOC - Fire Safety, Maintenance
Source: Director of Maintenance	Effective Date: 3/28/18

in approval

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Managing Risks - Library of EOC Information EC.01.01.01 EP3	
Scope: NIHD	Manual: Environment of Care, EOC - Fire Safety, EOC - Managing Risk, Maintenance
Source: Director of Maintenance	Effective Date: 3/27/18

POLICY

It is the policy of Northern Inyo Healthcare District (NIHD) to have a “library” of information related to Environment of Care related equipment and systems.

PROCEDURE

1. NIHD has a “library” of information regarding inspection, testing and maintenance of its equipment and systems and it includes manuals, procedures provided by manufacturers, technical bulletins, and other information. This library is not located in one central area rather the contents are available in the departments that have the equipment/systems.
2. Contents of the “library” may be in electronic in nature including, but not limited to American Society of Healthcare for Healthcare Engineering (ASHE), National Fire Protection Association (NFPA), fire equipment testing, ECRI, building automation systems, preventative maintenance software.
3. It is understood that some manuals and or information, etc. due to age or previous technologies may not be available for inclusion into our libraries.
4. Once a piece of equipment or system is removed from service the manuals or associated information may be archived or disposed of.

REFERENCES:

1. TJC EC.01.01.01 EP3

Approval	Date
Board of Directors	
Last Board of Directors Review	

Developed: 3/27/18

Revised:

Reviewed:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Managing Risks - Library of EOC Information EC.01.01.01 EP3	
Scope: NIHD	Manual: Environment of Care, EOC - Fire Safety, EOC - Managing Risk, Maintenance
Source: Director of Maintenance	Effective Date: 3/27/18

in approval



Medical Staff Services

Department: Medical Staff Administration
 Pillars of Excellence: FY July 1, 2018-June 30, 2019
(current quarter with past 3 quarters of data)

Indicator	Baseline	Goal	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	YTD
			2017	2018	2018	2018	
			Q2	Q3	Q4	Q1	
Service							
1. Customer satisfaction							
a. Average Credentialing TAT (from receipt of complete application)	12 days	<21 days	8 d	16 d	11 d	7 d	12 d
b. Average Privileging TAT (from receipt of complete application)	30 days	<60 days	22 d	27 d	44 d	25 d	32 d
c. Percent on-time start	95%	100%	92%	100%	93%	100%	97%
2. Application times							
a. Average time for any application materials to be returned	18 days	<14 days	18 d	19 d	23 d	24 d	21 d
b. Average time for <u>complete</u> application to be returned	37 days	<45 days	38 d	32 d	46 d	43 d	38 d
Quality							
1. Credentialing/Privileging							
a. Percent processed within time frame specified in bylaws	100%	100%	100%	100%	100%	100%	100%
b. Percent of applicants granted temporary/expedited privileges	39%	<50%	33%	33%	36%	25%	33%
People							
1. Active Staff	41	N/A	41	41	41	39	
2. All Medical Staff Members and Allied Health Professionals (+ tele)	106	N/A	88	96	106	108	
3. Locums/Temporary Staff	4	N/A	5	5	4	5	
Finance							
1. Total initial applications processed	62/year	N/A	12	24	14	8	58
2. Number of locum tenens applications	19/year	N/A	5	4	4	2	15
3. Number of applications abandoned/discontinued	5/year	N/A	3	1	0	2	6

LEGEND	
	Exceeds goal; 100%
	Meets goal
	Close to goal
	Does not meet goal



Medical Staff Services

FY 2019

Q1: July – September 2018

Narrative Notes:

With a new fiscal year beginning, the values obtained for the metrics at end of FY 2018 have become the new baseline values for this FY 2019. The following is a brief assessment of the changes in baseline values over the past 2 fiscal years and the goals for FY 2019 as related to application times.

	FY 2017 Results	FY 2018 Results	FY 2019 Goals
1	Avg time for any application materials to be returned: 28 days	Avg time for any application materials to be returned: 18 days	Avg time for any application materials to be returned: 14 days
2	Avg time for <u>complete</u> application to be returned: 51 days	Avg time for <u>complete</u> application to be returned: 37 days	Avg time for <u>complete</u> application to be returned: < 45 days

Applications were turned into the medical staff office approximately 10-15 days sooner in FY 2018 than in FY 2017. We attribute this improvement to our efforts in creating a shorter, custom, electronic application as well as our efforts in developing more robust proxy credentialing systems.

Our goals for FY 2019 will be to reduce our first metric (the average time for any application materials to be returned) from 18 days to 14 days and to maintain our second metric (complete applications) below 45 days. The medical staff office will continue to track this first metric for FY 2019, even though it is not a metric we have seen tracked by other institutions, because it can help with resource planning and with explaining perceived delays in the credentialing process. At end of FY 2019, we will reassess whether measuring this metric is meaningful.

Dianne Picken, M.S.
 Medical Staff Support Manager
 10/1/2018



ANTHONY C. PINGS
AND ASSOCIATES

ARCHITECTURE,
PLANNING AND
INTERIOR DESIGN

September 31, 2018

Kevin S. Flanigan, MD MBA, CEO
Administration Building
Northern Inyo Healthcare District
150 Pioneer Lane
Bishop, CA 93514

RE: RFP 20180822-01 Response
Hospital Pharmacy Tenant Improvement

As requested and outlined in the above RFP, we are providing the following package of information for your review and consideration. This includes this letter of response and our office portfolio located in the drop box (will need to be downloaded). The portfolio is a snapshot of some of our past efforts. It is not specific to this initial pharmacy effort. In its current form it is lengthy. If you are interested in any specific area of practice, please let us know and we can expand on any area of interest.

This initial pharmacy project represents a particularly difficult medical architecture undertaking, as the new codes and regulations have changed the various rules of how we use pharmacy buffer rooms. Effectively, it has changed everything. The new standards are dictatorial in so many ways, including what type of equipment is to be used in the pharmacy areas. Our office has worked with OSHPD and followed the industry to understand the 'hot points' of the emerging new standards. At this time, based on the experience of the initial pharmacy upgrade projects, we believe the path forward to a successful pharmacy facility has been defined, as the industry has experienced conflicting standards between the BOP and OSHPD. This is an opportune time to plan and process a replacement pharmacy. If chosen, we look forward to working with you and the NIHD team to determine the most appropriate pharmacy solution - both for today and for the future of the NIHD campus.

The following is provided in keeping with the RFP format and content.

RFP Focus Points

1. It is assumed this will be a full service, dual buffer room pharmacy. Its program would be developed interactively with the hospital and pharmacy staff. Our efforts would include master planning the pharmacy for future modes of use. This effort, which should be minimal in time consumed, would be on a T&M basis.
2. We will work directly with OSHPD in its many forms, to obtain the necessary approvals, including construction document development and final occupancy. We will work within OSHPD's parameters in this effort. We will also support the hospital and its pharmacy staff as they interact with CDPH and BOP.
3. The decommissioning of the SPC-1 building. The scope of this work is undefined under the RFP. What, if any, work is needed as part of the pharmacy project needs to be defined. If minor, this additional work would be on a T&M basis or a defined fee to be determined as the project proceeds and the associated scope is defined.

6121 N. THESTA
SUITE NUMBER 301
FRESNO, CA 93710
PH. 559-439-0700
FAX 559-439-0708
WWW.PINGS.COM

4. Modular Clean Room. It is our expectation and recommendation, to proceed with this pharmacy effort in a direct and timely manner that will not require a temporary pharmacy siting. These modular pharmacy sitings are difficult and often fraught with unforeseen problems. If NIHD wants to site this temporary service, our efforts would be on a T&M basis. Based on my experience with OSHPD, and a review of your specific situation, I believe we can obtain an extension past the January 1, 2020 date, in the unlikely case we are not able to complete the project by December 2019.
5. Concept Project Timeline Projection (all are ending dates).
 - 1) Selection, Contract and Notice to Start: September 15, 2018
 - 2) Interview/Program: October 1, 2018
 - 3) Construction Documents Complete/Submission: November 30, 2018
 - 4) OSHPD Plan Review
 - First Back Check: February 15, 2019
 - Second Back Check: April 15, 2019
 - Permit: June 17, 2019
 - 5) Start of Construction: July 1, 2019
 - 6) Completion of Construction: November 15, 2019
 - 7) Licensing of Pharmacy: December 15, 2019
6. Insurance.
Name NIHD as additional insured on general liability policy.

Assumptions

1. This pharmacy site is a tenant improvement project located within a compliant SPC-2, or higher structure.
2. Existing conditions (as-built) drawings/documents are available.
3. Proposed site is available for onsite field review, including but not limited to, visual and testing review, above and below ceiling areas, including services to the construction area.
4. Adequate services exist to service the pharmacy, including, but not limited to, electrical and HVAC capacity. Documentation of overall hospital service capacity is outside the scope of the pharmacy project. If needed, this can be done on a T&M basis.
5. There are no local zoning or entitlement items to resolve.

Fee Structure and Approach

As the project architect for the pharmacy tenant improvement, we will provide you with all the design and implementation services required to take your project from conception to completion. This is an extended full service approach in which we would expend the time necessary to provide you with the technical and functional solutions needed to meet the needs of a full service pharmacy, which includes USP 797 and USP 800 buffering/compounding rooms, along with the associated pharmacy items. We will work in an integrated project team setting to provide you with a seamless package of architectural and engineering services.

Our approach to medical architectural fees is based on providing a global fee. This is not the norm in architectural services. Our fee is a roll-up fee. The only additional is for onsite visits. This would be billed at a stipulated fee of \$1,550. per site visit, this includes travel cost, professional time, etc. Based on this, our fee would be seven percent (7%) of the hard construction cost, excluding equipment. Effectively, the fee would be based on the contractor's construction cost. This includes the coordination and delineation of structural items. Structural engineering would be on a T&M basis, as the hospital's equipment selection is unknown. There is expected to be a limited amount of engineering for this, as most equipment under the new pharmacy requirements is movable. Yet the scope of this service is driven by the yet to be defined

existing structure conditions, and selected equipment, with or without OSHPD pre-approval standards. The interior design is outside our base fee but can be added if you want us to do this work.

This fee assumes we will be working with Colombo Construction as the construction manager, or other qualified contractor. As is the norm in medical work, an interactive approach to project development and costing with the contractor is expected and the time necessary for this interactive approach is within our base fee. The mechanical, plumbing, and electrical scope are unknown at this time. The current approach, design-build or engineered, is yet to be determined. Pings and Associates will coordinate all the various design contributors involved in this project within our base fee. If an engineered approach is undertaken, the direct cost of this consultant group would be a reimbursable expense. This fee would be defined prior to start of construction documents.

Advantages

We are knowledgeable and experienced with OSHPD's regulations and the new pharmacy codes. We have a working relationship with OSHPD's field personnel, including the CO, Life Safety Officer, and RCO. Our office is located in Fresno a few blocks from the OSHPD over-the-counter plan review site. This allows us to interact in person with the OSHPD field personnel assigned to NIHD. This will also allow us to expedite the approval of any required ACD's, and at no travel cost to the hospital. Our established relationship with this OSHPD field team would benefit the hospital. This interactive relationship, including proximity to discuss items would be very helpful. Working with the project IOR, Colombo Construction and our design team, we will provide a seamless package of services that are cost effective and would allow us to expedite solutions to any discovered site conditions.

I hope this proposal meets with your approval and that you will choose to engage our firm as your design consultant. I would like to express my sincere appreciation for your consideration of our firm. We are ready to move forward swiftly to make your pharmacy project a reality.

I look forward to hearing from you and to working with you and your NIHD team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony C. Pings', with a long horizontal line extending to the right.

Anthony C. Pings, AIA, NCARB, ACHA
ACP/bg

**Addendum One to Contract
AIA Document B101-2007**

Original Contract: Dated September 10, 2018

Project/Owner: Northern Inyo Healthcare District
150 Pioneer Lane
Bishop, CA 93514

Scope of Work
Defined as: Initial Construction as required for decommissioning
and other facility upgrades as defined by NIHD to be studied.

Reference Article 11.1
Basic Compensation shall be on a Time & Material Basis.

Agreed to by:

Owner (*signature*)

Architect (*signature*)
Anthony C. Pings, AIA

Date

Date

**Addendum Two to Contract
AIA Document B101-2007**

Original Contract: Dated September 10, 2018

Project/Owner: Northern Inyo Healthcare District
150 Pioneer Lane
Bishop, CA 93514

Project: Pharmacy Tenant Improvement

Scope of Work
Defined as: Per Attached Letter of September 31, 2018,
Dates listed in Item 5 shall be adjusted to the
Date of Authorization to Proceed.

Incorporate the following Contract Changes:

Reference Article 11.1
Basic Compensation shall be based on a percentage of
Construction Cost as follows:
7% of the Construction Cost, as defined in the attached
RFP Letter dated September 31, 2018.

Agreed to by:

Owner *(signature)*

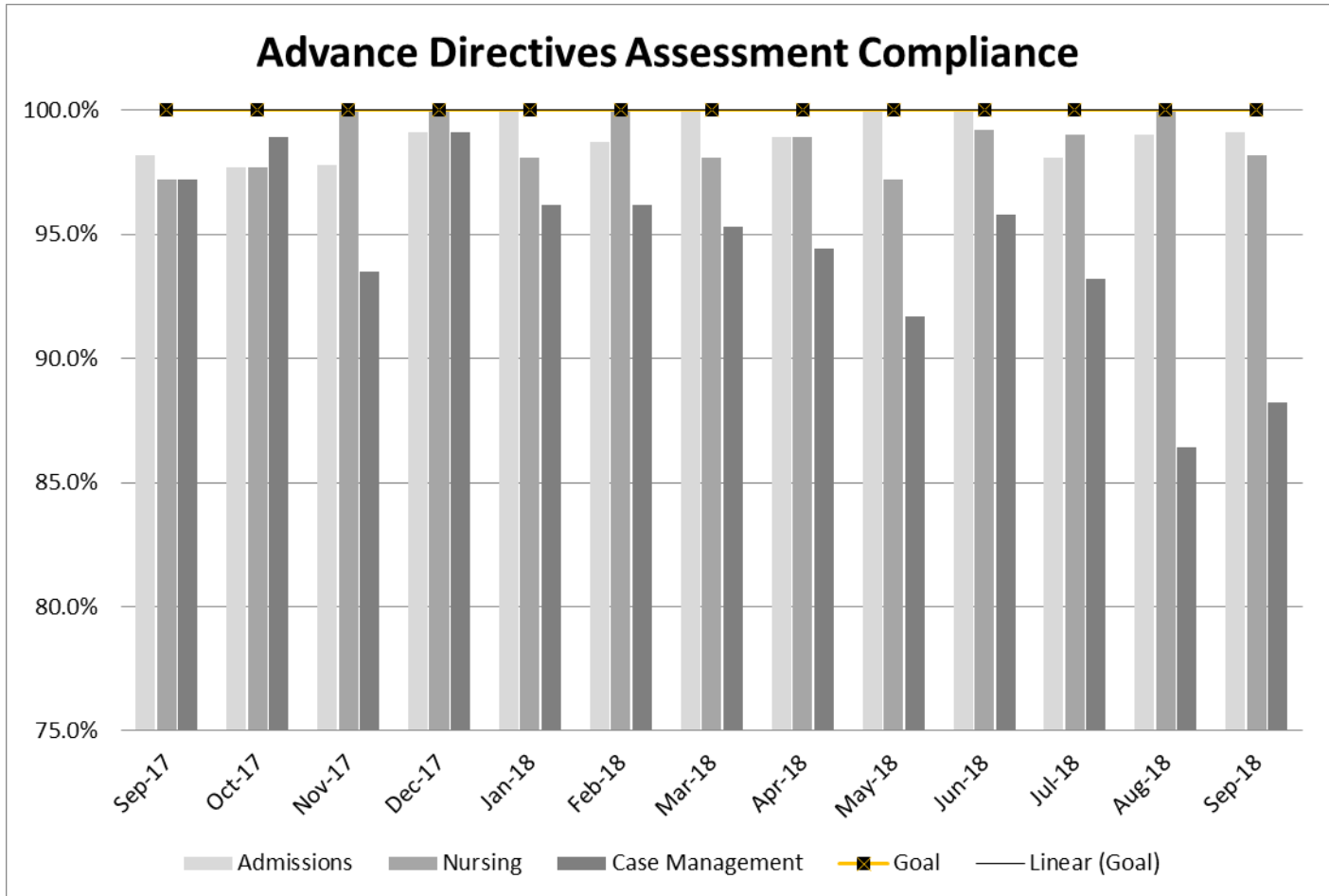
Architect *(signature)*
Anthony C. Pings, AIA

Date

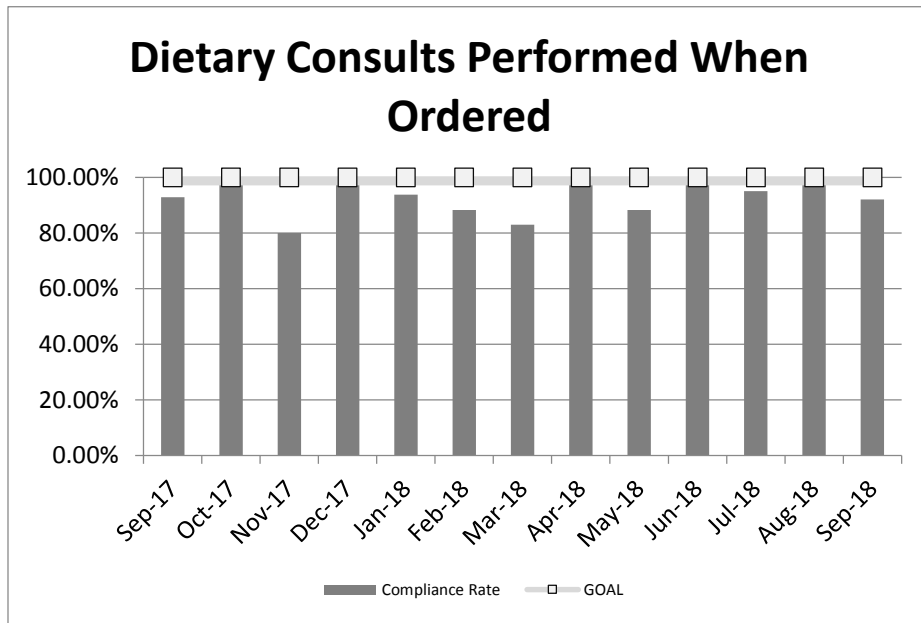
Date

2013 CMS Validation Survey Monitoring-October 2018

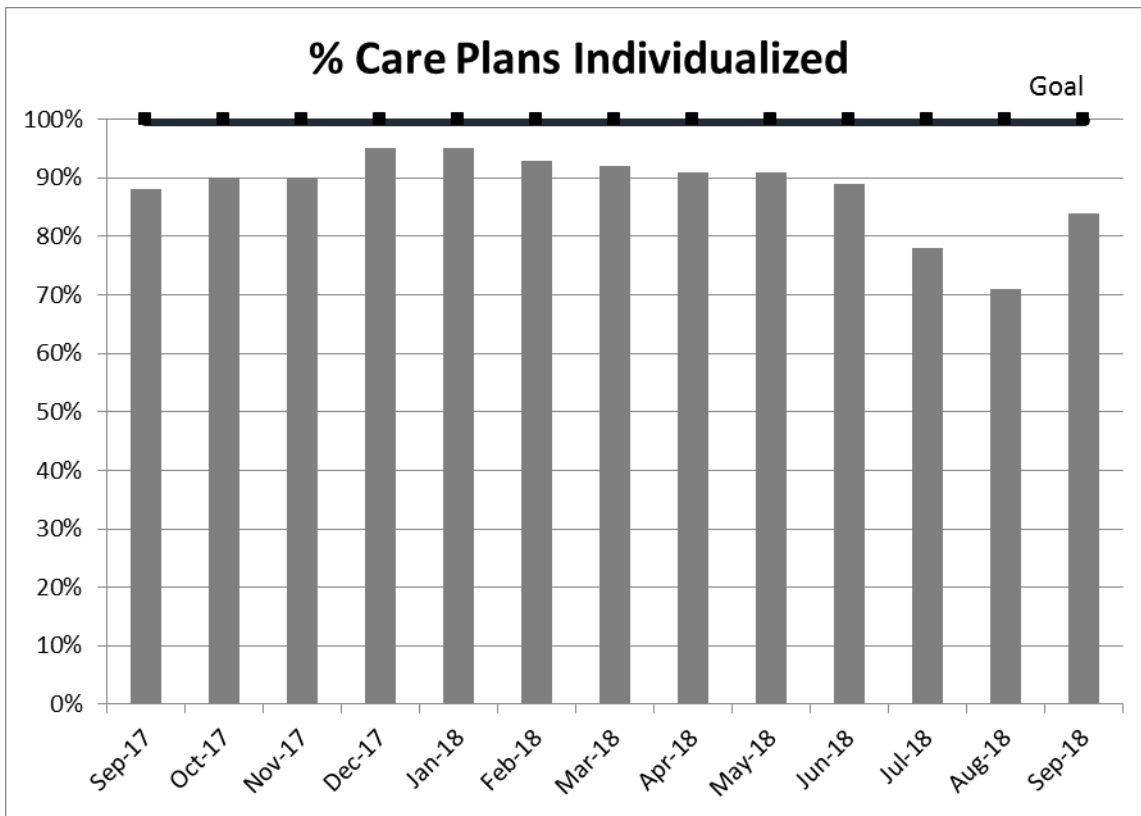
1. QAPI continues to receive and monitor data related to the previous CMS Validation Survey, including but not limited to, restraints, dietary process measures, case management, pain re-assessment, as follows:
 - a. Advance Directives Monitoring.



- b. Positive Lab Cultures are being routed to Infection Prevention and each positive is being investigated as to source. Monitoring has been ongoing and reported through Infection Control Committee. QAPI receives data.
- c. Safe Food cooling monitored for compliance with approved policy and procedure. 100% compliance since May 6, 2013.
- d. Dietary hand washing logs have been reported and are at 100% compliance since May 6, 2013.
- e. QAPI continues to monitor dietary referrals and the number of consults completed within 24 hours.

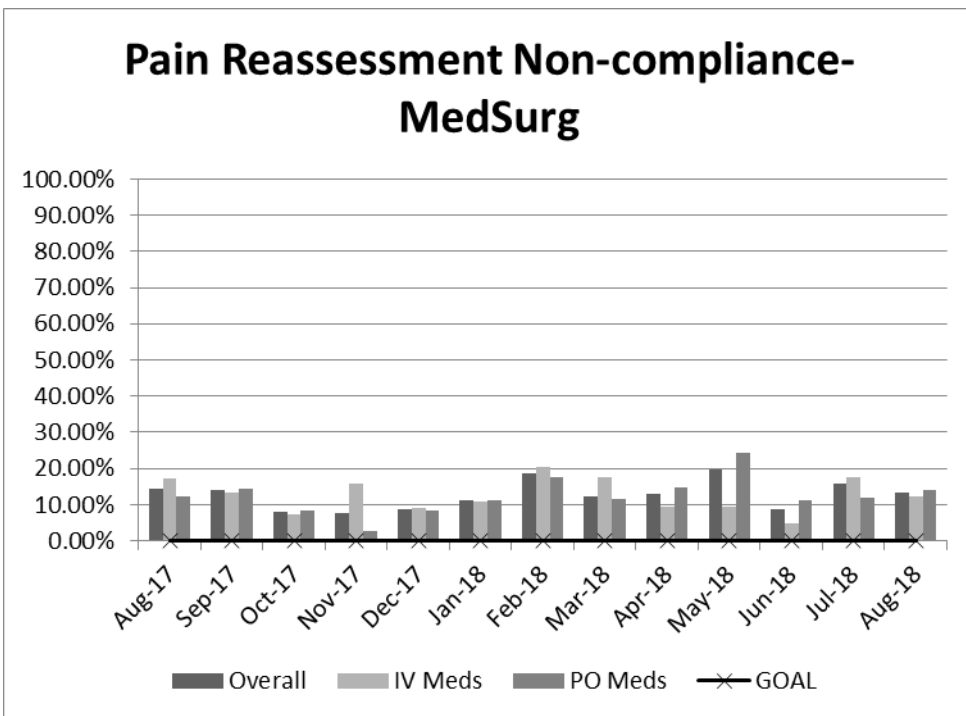
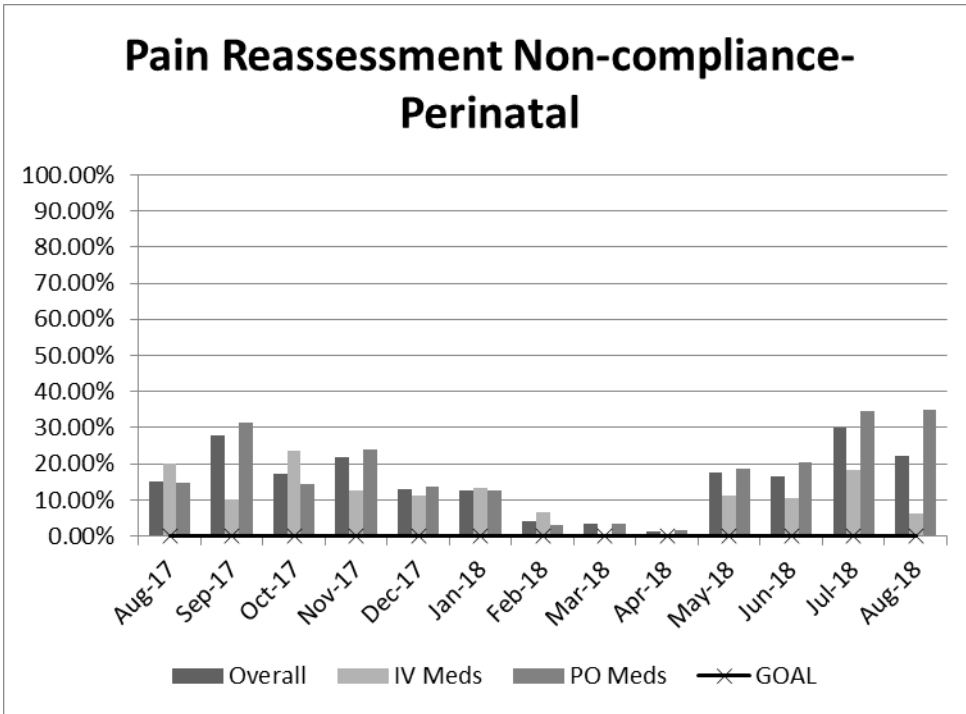


- e. Care plans reviewed by Case Management and interventions made to produce care plans. Progress has been made in developing individualized care plans.

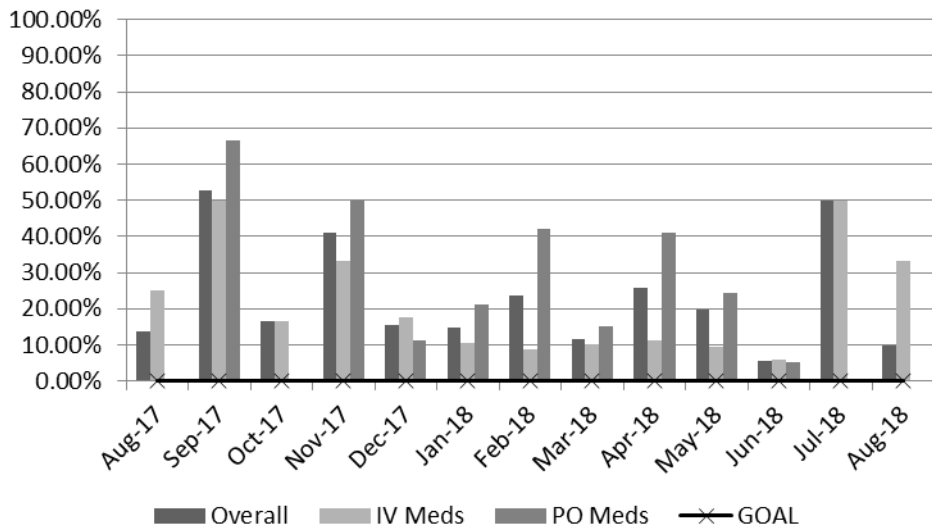


f. Fire drill date, times, attendance and outcomes, smoke detector tests, and fire extinguisher test grids have been approved. All fire drills were complete and compliant from May 6, through present.

g. Pain Re-Assessment. NIH conducts pain re-assessment after administering pain medications and uses a 1-10 scale.



Pain Reassessment Non-compliance- ICU



Note: Due to small sample sizes in the ICU, results should be interpreted with caution for this unit.

Pain Reassessment Non-compliance- ED

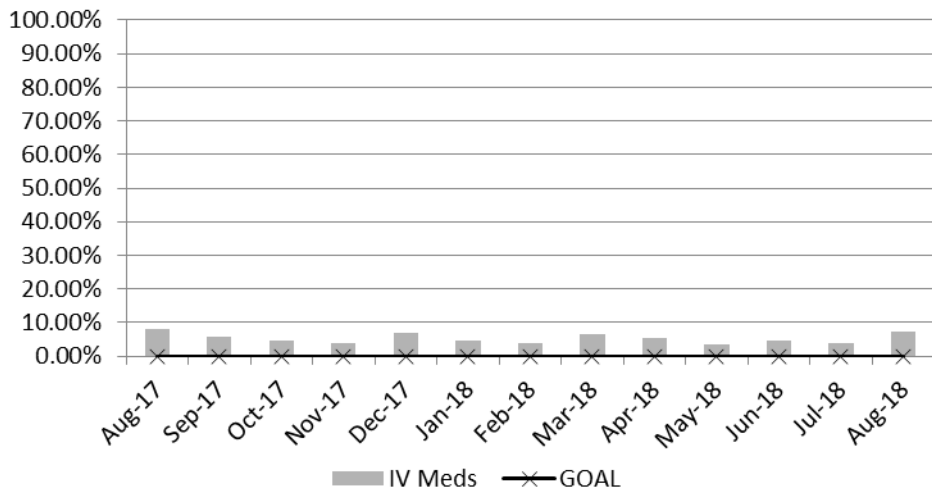


Table 6. Restraint chart monitoring for legal orders.

	<i>Feb*</i> 2018	<i>Mar</i> 2018	<i>April</i> 2018	<i>May</i> 2018	<i>June</i> 2018*	<i>July</i> 2018*	<i>Aug</i> 2018*	<i>Sept</i> 2018*	<i>Goal</i>
Restraint verbal/written order obtained within 1 hour of restraints		2/2 (100%)	1/1 (100%)	1/2 (50%)					100%
Physician signed order within 24 hours		2/2 (100%)	1/1 (100%)	1/2 (50%)					100%
Physician Initial Order Completed (all areas completed and form/time/date noted/signed by MD and RN)		1/2 (50%)	0/1 (0%)	1/2 (50%)					100%
Physician Re-Order Completed (all areas completed and form time/date/noted/signed by MD and RN)		3/6 (50%)	N/A	N/A					100%
Orders are for 24 hours		8/8 (100%)	1/1 (100%)	2/2 (100%)					100%
Is this a PRN (as needed) Order		0/8 (0%)	0/1 (0%)	0/2 (0%)					0%

***Indicates no patients for this time frame**

Maintenance *Managing Construction* Policies and Procedures 2018

1. Policy on Planning Construction Activities
2. Policy on Preconstruction Risk Assessment (PRA)
3. Policy on Infection Control Risk Assessment for Construction
4. Policy on Construction Monitoring
5. Policy on New Imaging Construction

POLICIES TO THE BOD

**POLICY & PROCEDURES TO THE BOARD
PHARMACY**

OCT. 2 2018

	TITLE	TO BOD	APPROVED
10/2/2018	Contrast Use with patients on Metformin	10/17/2018	
10/2/2018	Order Set Approval and Archiving Policy	10/17/2018	

- CALL TO ORDER** The meeting was called to order in the Northern Inyo Healthcare District Board Room at 2957 Birch Street, Bishop, California, at 5:33 pm by M.C. Hubbard, President.
- PRESENT** M.C. Hubbard, President
Mary Mae Kilpatrick, Vice President
Jean Turner, Secretary
Robert Sharp, Treasurer
Peter Tracy, Member At Large
- ALSO PRESENT** Kevin S. Flanigan MD, MBA, Chief Executive Officer
John Tremble, Chief Financial Officer
Tracy Aspel RN, Chief Nursing Officer
Evelyn Campos Diaz, Chief Human Resources Officer
Allison Robinson MD, Chief of Staff
Sandy Blumberg, Executive Assistant
- ABSENT** Kelli Huntsinger, Chief Operating Officer
- OPPORTUNITY FOR PUBLIC COMMENT** Ms. Hubbard announced at this time persons in the audience may speak on any items not on the agenda for this meeting on any matter within the jurisdiction of the District Board, and speakers will be limited to a maximum of three minutes each. Northern Inyo Healthcare District (NIHD) Care Coordination Manager Dan David RN reported that the NIHD Care Shuttle program is being revitalized and the community should see an improvement in the availability of transportation services in the near future.
- NEW BUSINESS**
- STRATEGIC PLAN UPDATE, PATIENT EXPERIENCE COMMITTEE** NIHD Human Resources Assistant Michelle Garcia provided a report from the Patient Experience Committee established to help accomplish the patient experience-related goals of the District's Strategic Plan. Areas of focus for the Committee include improvements to access to patient care, and improvements to customer service. The Committee's report included the following:
- Introduction of Committee members
 - Details of a three-phased plan to improve the patient experience
 - Report on results of a recent patient satisfaction survey
 - Action plan for improving the patient experience
- The Patient Experience Committee will continue to report to the Board of Directors on a quarterly basis going forward.
- CHIEF EXECUTIVE OFFICER REPORT**
- FIRE SAFETY POLICY AND PROCEDURE APPROVALS** Chief Executive Officer Kevin S. Flanigan MD, MBA called attention to approval of the following hospital wide Policies and Procedures:
- *Fire Safety Management Plan (FSMP)*
 - *Fire Response Plan – Code Red*

It was moved by Robert Sharp, seconded by Jean Turner, and unanimously passed to approve both Policies and Procedures as presented.

Doctor Flanigan also provided a presentation titled *Strategic Thinking Board Action Plan* by Nelson Strategic Consulting, which makes strategic thinking recommendations for high performing Boards and provides an overview of the responsibilities of Board members.

ARCHER NORRIS
TRANSITION TO BEST
BEST & KREIGER

Doctor Flanigan also called attention to a correspondence received from Archer Norris PLC announcing that District legal counsel Colin Coffey and Noel Caughman will be transitioning to the law firm of Best Best and Kreiger. It was moved by Mr. Sharp, seconded by Peter Tracy and unanimously passed to approve maintaining the District's current relationship with attorneys Coffey and Caughman following their transition to the law firm of Best Best and Kreiger.

PHARMACY PROJECT
ARCHITECT
SELECTION

Doctor Flanigan additionally reported that two bids were received in response to the District's Pharmacy relocation project Request For Proposal (RFP). Bids were received from Kevin Boots (the District's previous Pharmacy project architect) and from Pings & Associates architectural firm. Following review of both bids received, District leadership recommends contracting with the Pings architectural firm in order to realize a significant cost savings on the project. It was moved by Ms. Turner, seconded by Mary Mae Kilpatrick, and unanimously passed to approve selection of the Pings architectural firm for completion of the NIHD Pharmacy relocation project.

SUPPORT FOR
LEGISLATION

Doctor Flanigan called attention to a proposed letter of support for AB 2593 requested by local air ambulance service Reach Air. The proposed bill would maintain adequate funding for emergency air ambulance services and provide financial protections for patients. It was moved by Ms. Kilpatrick, seconded by Mr. Sharp, and unanimously passed to approve the letter of support for AB 2593 as requested by Reach Air.

CHIEF NURSING
OFFICER REPORT

Chief Nursing Officer Tracy Aspel, RN provided a bi-monthly Nursing Department update which included the following:

- Shelly Sam RN has accepted the position of Perinatal Unit Nurse Manager, replacing Summer Gilstrap RN who will be moving out of the area. Ms. Aspel and the Board of Directors praised the accomplishments of Ms. Gilstrap during her tenure at NIHD.
- The Medical Surgical Unit has successfully completed a 5-S project to improve efficiencies
- A Sharps Safety Committee has been established to further improve prevention of sharps injuries for District staff
- An RN preceptor program has been implemented for RN new hires
- Flu shots are now being provided for District employees and contractors

TUBERCULOSIS
SURVEILLANCE
POLICY AND
PROCEDURE

Ms. Aspel also called attention to a proposed Policy and Procedure titled *Employee Tuberculosis Surveillance Program*. It was moved by Ms. Turner, seconded by Mr. Sharp, and unanimously passed to approve the *Employee Tuberculosis Surveillance Program* Policy and Procedure as presented.

CHIEF HUMAN
RESOURCES OFFICER
REPORT

Chief Human Resources Officer Evelyn Campos Diaz provided a Human Resources Department report which included the following:

- Introduction of incoming Rural Health Clinic (RHC) and Northern Inyo Associates (NIA) Administrative Director Paul Connolly
- As a result of an annual review NIHD has been acknowledged by Beta Healthcare for achievements in establishing a safe and secure workplace, relating to Workman's Compensation incidents and safety awareness
- Improvements to employee and patient safety continue to be made as a result of NIHD's Workplace Violence Prevention program

CHIEF FINANCIAL
OFFICER REPORT

Chief Financial Officer John Tremble called attention to three corrections to the Financial and Statistical reports as of July 31 2018, as follows:

- The prior year observation hours and days were misstated and were 1,019 hours and 42 days in July 2017
- The coverage ratio was 2.36 for the month of July 2018 (not .18 as reported)
- Unrestricted Net Assets was \$38,699,509 and Deferred Income was \$2,076,424 after a correcting entry

Mr. Tremble additionally reported the following:

- Cash on hand is currently at 118 days in preparation for Athena Go Live
- The Finance Department is preparing for implementation of Jump Stock and INTACCT, and will also continue to use the Paragon and Centricity systems following Athena Go Live
- NIHD Payroll has fully transitioned to the ADP system
- The Finance Department continues to work on finalizing the audit for the 2017/2018 fiscal year
- The Finance Department also continues to look for cost saving opportunities, including pursuing a reduction to District banking fees

OLD BUSINESS

HIS IMPLEMENTATION
UPDATE

Director of Information Technology Services (ITS) Robin Cassidy provided a final Health Information Systems (HIS) Implementation update, noting that 12 days remain until Athena Go Live. The Athena implementation will include bringing 12 systems (in addition to Athena) on board for the District. Thirty associates will be on site post Go Live to help ensure the smoothest possible transition.

CONSENT AGENDA Ms. Hubbard called attention to the Consent Agenda for this meeting, which contained the following items:

- Approval of minutes of the August 7 2018 special meeting
- Approval of minutes of the August 15 2018 regular meeting
- Approval of minutes of the September 5 2018 regular meeting
- Financial and Statistical reports as of July 31, 2018
- 2013 CMS Survey Validation Monitoring, September 2018
- Policy and procedure annual approvals

It was moved by Mr. Sharp, seconded by Mr. Tracy, and unanimously passed to approve all six Consent Agenda items as presented.

CHIEF OF STAFF REPORT Chief of Staff Allison Robinson MD reported following careful review, consideration, and approval by the appropriate Committees the Medical Executive Committee recommends approval of the following Policies, Procedures, Protocols, and Order Sets:

POLICIES, PROCEDURES, PROTOCOLS, AND ORDER SETS

1. *Accepting Orders for Outpatient Infusion Services from Non-Privileged Practitioners – modification to referral agreement*
2. *Employee Health Access of Patient Personal Medical Record*
3. *Intravenous Medication Policy*
4. *QuickVue Influenza A + B Test*

It was moved by Mr. Sharp, seconded by Ms. Turner, and unanimously passed to approve Policies, Procedures, Protocols, and Order Sets 1 through 4 as presented.

MEDICAL STAFF APPOINTMENTS AND PRIVILEGING Doctor Robinson also reported following careful review and consideration the Medical Executive Committee recommends approval of the following Medical Staff appointments and privileging:

1. Raul Easton-Carr MD (*emergency medicine*) – temporary/locum tenens
2. Farres Ahmed MD (*diagnostic radiology*) – provisional consulting staff

It was moved by Mr. Sharp, seconded by Ms. Kilpatrick, and unanimously passed to approve both Medical Staff appointments and privileges as requested.

TELEMEDICINE STAFF APPOINTMENT AND PRIVILEGING Doctor Robinson additionally reported the Medical Executive Committee recommends approval of the following Telemedicine Staff Appointments and privileges – credentialing by proxy:

As per the approved Telemedicine Physician Credentialing and Privileging Agreement, and as outlined and allowed by 42CFR 482.22, the Medical Staff has chosen to recommend the following practitioner for Telemedicine privileges relying upon Adventist Health’s credentialing and privileging decisions:

1. Elizabeth Maslow MD (*infectious disease, Adventist Health*)

It was moved by Mr. Sharp, seconded by Mr. Tracy, and unanimously passed to approve the Telemedicine Physician Credentialing and Privileging of Doctor Elizabeth Maslow MD as requested.

MEDICAL STAFF
TEMPORARY
PRIVILEGES

Doctor Robinson also reported following careful review and consideration the Medical Executive Committee recommends extension of temporary privileges for:

1. Akash Rusia MD (*internal medicine*) – extension of hospitalist privileges through January 31, 2019

It was moved by Mr. Sharp, seconded by Mr. Tracy, and unanimously passed to approve the temporary privileges of Doctor Rusia as requested.

MEDICAL STAFF
RESIGNATIONS

Doctor Robinson also reported the Medical Executive Committee recommends acceptance of the following Medical Staff resignations:

1. Gregory Taylor MD (*emergency medicine*) – effective August 24, 2018
2. Richard Ganchan MD (*telecardiology*) – effective August 1, 2018

It was moved by Ms. Kilpatrick, seconded by Ms. Turner, and unanimously passed to approve both Medical Staff resignations as requested.

CORE PRIVILEGE
FORMS

Doctor Robinson also stated following careful review and consideration the Medical Executive Committee recommends approval of the following Core Privilege Forms:

1. Occupational Medicine (*new*)
2. Internal Medicine (*revised*)

It was moved by Ms. Turner, seconded by Mr. Sharp, and unanimously passed to approve both Core Privilege Forms as presented.

BOARD MEMBER
REPORTS

Ms. Hubbard asked if any members of the Board of Directors wished to report on any items of interest. Director Kilpatrick thanked Compliance Officer Patty Dickson for providing updates and education on the subject of compliance issues, and she thanked Doctor Flanigan for publishing Friday memos for the District team. She additionally commented that attending the Association of California Healthcare Districts (ACHD) annual meeting was a valuable experience, and she also asked that her fellow Board members help to encourage members of this community to volunteer to be NIHD Care Shuttle drivers, noting that the need in that area is great. Director Sharp also commented on the value of the ACHD annual meeting, noting the value of networking with other Healthcare District Trustees and improving the Boards' knowledge in order to better serve the District. Director Turner additionally spoke on the value of the ACHD meeting and its focus on innovation in healthcare and wellness issues such as behavior health, addiction, etc.. Director Tracy stated it is a pleasure for him to be a member of the NIHD Board of Trustees, acknowledging that there is a lot to learn and that he looks forward to that opportunity. Director Hubbard reported that NIHD was recognized as an ACHD Certified Healthcare District at the annual meeting, and that long-standing former NIHD Board member John Ungersma MD received ACHD's first Lifetime Membership award, which was a wonderful acknowledgement of his years of service.

ADJOURNMENT TO CLOSED SESSION At 8:34 pm Ms. Hubbard announced the meeting would adjourn to closed session to allow the Board of Directors to:

- A. Discuss Labor Negotiations; Agency Designated Representative: AALRR; Employee Organization: AFSCME Council 57 (*pursuant to Government Code Section 54957.6*).
- B. Confer with Legal Counsel regarding pending and threatened litigation, existing litigation, and significant exposure to litigation, 3 matters pending (*pursuant to Government Code Section 54956.9*).
- C. Discussion of a personnel matter (*pursuant to Government Code Section 54957*).

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN At 9:25 pm the meeting returned to open session. Ms. Hubbard reported the Board took no reportable action.

ADJOURNMENT The meeting was adjourned at 9:30 pm.

M.C. Hubbard, President

Attest:

Jean Turner, Secretary

NORTHERN INYO HEALTHCARE DISTRICT
PRELIMINARY STATEMENT OF OPERATIONS
for period ending August 31, 2018

	ACT MTD	BUD MTD	VARIANCE	ACT YTD	BUD YTD	VARIANCE
Unrestricted Revenues, Gains & Other Support						
Inpatient Service Revenue						
Routine	850,288	1,163,394	(313,106)	1,751,946	2,289,264	(537,318)
Ancillary	2,608,890	3,052,454	(443,564)	5,169,526	6,006,441	(836,915)
Total Inpatient Service Revenue	3,459,178	4,215,848	(756,670)	6,921,472	8,295,705	(1,374,233)
Outpatient Service	9,592,435	9,429,533	162,902	19,161,682	18,554,885	606,797
Gross Patient Service Revenue	13,051,613	13,645,381	(593,768)	26,083,154	26,850,590	(767,436)
Less Deductions from Revenue						
Patient Service Revenue Deductions						
Deductions	172,496	241,438	(68,942)	342,204	475,088	(132,884)
Contractual Adjustments	4,995,661	5,299,094	(303,433)	10,260,815	10,427,248	(166,433)
Prior Period Adjustments	56	(111,084)	111,140	94	(218,584)	218,678
Total Deductions from Patient Service Revenue	5,168,213	5,429,448	(261,235)	10,603,113	10,683,752	(80,639)
Net Patient Service Revenue	7,883,400	8,215,933	(332,533)	15,480,042	16,166,838	(686,797)
Other revenue	367,214	73,651	293,563	670,520	144,925	525,595
Total Other Revenue	367,214	73,651	293,563	670,520	144,925	525,595
Expenses:						
Salaries and Wages	2,219,017	2,524,410	(305,393)	4,451,838	4,983,254	(531,416)
Employee Benefits	1,581,444	1,766,374	(184,930)	3,336,048	3,486,871	(150,823)
Professional Fees	1,640,712	960,791	679,921	2,694,600	1,896,628	797,972
Supplies	841,567	763,993	77,574	1,645,162	1,508,145	137,017
Purchased Services	372,556	360,266	12,290	742,890	711,172	31,718
Depreciation	341,722	370,030	(28,308)	679,066	730,449	(51,383)
Bad Debts	215,791	258,333	(42,543)	422,524	508,333	(85,809)
Other Expense	452,642	437,495	15,147	1,067,265	863,626	203,639
Total Expenses	7,665,450	7,441,692	223,758	15,039,392	14,688,478	350,914
Operating Income (Loss)	585,164	847,892	(262,728)	1,111,169	1,623,285	(512,116)
Other Income:						
District Tax Receipts	48,743	47,513	1,230	97,486	95,026	2,460
Tax Revenue for Debt	53,766	125,400	(71,634)	191,361	250,800	(59,439)
Partnership Investment Income	0	0	0	0	0	0
*Grants and Other Contributions	13,351	42,000	(28,649)	13,351	84,000	(70,649)
Interest Income	57,433	16,302	41,131	104,342	9,211	95,131
Interest Expense	(236,292)	(245,078)	8,786	(472,584)	(483,791)	11,207
Other Non-Operating Income	2,463	0	2,463	6,766	0	6,766
Net Medical Office	(682,498)	(416,960)	(265,538)	(1,137,743)	(823,090)	(314,653)
340B Net Activity	42,283	20,252	22,031	(1,074)	39,978	(41,052)
Non-Operating Income/Loss	(700,752)	(410,571)	(290,181)	(1,198,095)	(827,866)	(370,229)
Net Income/Loss	(115,588)	437,321	(552,909)	(86,926)	795,419	(882,345)

NORTHERN INYO HEALTHCARE DISTRICT

Preliminary OPERATING STATISTICS

for period ending August 31, 2018

	Month to Date	FYE 2019 Year-to-Date	FYE 2018 Year-to-Date	Variance from PY	Variance %
Licensed Beds	25	25	25		
Total Patient Days with NB	241	513	611	(98)	-16%
Total Patient Days without NB	220	468	550	(82)	-15%
Swing Bed Days	22	65	53	12	23%
Discharges without NB	69	153	185	(32)	-17%
Swing Discharges	6	6	5	1	20%
Days in Month	31	62	62		
Occupancy without NB	7.10	7	8.87	(1.8)	-20%
Average Stay (days) without NB	3.19	3	2.97	0.2	7%
Average LOS without NB/Swing	3.14	3	2.76	0.4	14%
Hours of Observation	1208	2,120	2,117	3	0%
Observation Adj Days	50	50	88	(38)	-43%
ER Visits All Visits	1,027	2,079	1,741	338	19%
RHC Visits	2,191	4,109	4,156	(47)	-1%
Outpatient Visits	4,091	7,846	7,743	103	1%
IP Surgeries	23	40	49	(9)	-18%
OP Surgery	91	197	215	(18)	-8%
Worked FTE's	356.11	338.04	331.92	6	2%
Paid FTE's	398.01	381.48	394.65	(13)	-3%
Hours Worked to Hours Paid%	89.5%	88.6%	84.1%	4.5%	5%
Payor %					
Medicare		41%	38%	2%	
Medi-Cal		23%	23%	1%	
Insurance, HMO & PPO		34%	37%	-3%	
Indigent (Charity Care)		0.3%	0%	0.1%	
All Other		2%	2%	-1%	
Total		<u>100%</u>	<u>100%</u>		

Northern Inyo Healthcare District

Preliminary Financial Indicators as of August 31, 2018

	Target	Aug-18	Jul-18	Jun-18	May-18	Apr-18	Mar-18	Feb-18	Jan-18	Dec-17	Nov-17	Oct-17	Sep-17
Current Ratio	>1.5-2.0	2.34	2.45	2.70	2.44	2.46	2.43	2.47	2.50	2.41	2.18	2.26	2.45
Quick Ratio	>1.33-1.5	1.98	2.09	2.07	1.63	1.63	1.66	2.06	2.09	1.99	1.83	1.84	1.82
Days Cash on Hand prior method	>75	176.08	185.76	147.15	134.64	132.72	137.59	168.44	166.36	165.72	169.35	165.31	140.47
Days Cash on Hand Short Term	>75	108.58	118.59	86.06	61.83	57.21	51.38	83.49	81.30	83.05	87.18	81.28	53.95
Debt Service Coverage	>1.5-2.0	1.78	2.03	2.56	2.47	2.49	2.52	2.68	2.73	2.67	2.74	2.78	2.79
Operating Margin		6.84	6.67	5.29	5.57	5.50	5.18	5.09	4.87	5.79	5.87	7.64	7.49
Outpatient Revenue % of Total		73.46	73.43	69.96	70.10	69.97	69.49	69.74	69.53	69.25	69.52	69.46	69.13
Cash flow (CF) margin (EBIDA to revenue)		0.72	1.64	2.87	3.33	3.43	3.53	4.17	4.31	4.05	4.30	4.69	4.82
Days in Patient Accounts Receivable	<60 Days	73.10	73.10	75.40	75.40	79.80	81.50	85.60	85.90	82.80	81.80	81.40	82.10

Debt Service Coverage as outlined in 2010 and 2013 Revenue Bonds require that the district has a debt service coverage ratio of 1.50 to 1 (can be 1:25 to 1 with 75 days cash on hand)
 Debt Service Coverage is calculated as Net Income (Profit/Loss) from the Income Statement PLUS Depreciation & Interest Expense added back divided by the Current Interest & Principle for TOTAL DEBT from the Debt Information divided by number of closed fiscal periods

Current Ratio Equals (from Balance Sheet) Current Assets divided by Current Liabilities

Quick Ratio Equals (from Balance Sheet) Current Assets;Cash and Equivalents through Net Patient Accounts Receivable Only divided by Current Liabilities

Updated Days Cash on hand Short Term = current cash & short term investments / by total operating expenses year-to-date / by days in fiscal year

Operating Margin Equals (from Income Statement) Year-to-date Operating Income / (Year-to-date Net Patient Service Revenue+Other Operating Revenue+District Tax Receipts) *100

Outpatient Revenue % of Total Revenue Equal (from Income Statement) Gross Outpatient/Total Gross Patient Revenue

Cash Flow (CF) margin (EBIDA to revenue) Equals (from Income Statement) [Net Income+Interest+Depreciation+Amorization(if any)/Total Revenue] x 100

Accounts Receivable Days are pulled from the AR Aging report

NORTHERN INYO HEALTHCARE DISTRICT

Preliminary BUDGET VARIANCE ANALYSIS

Fiscal Year Ending June 30, 2019

Year to date for the month ending August 31, 2018

-98	or	-16.0%	more IP days than in the prior fiscal year
\$ (1,374,233)	or	-16.6%	over budget in Total IP Revenue and
\$ 606,797	or	3.3%	over budget in OP Revenue resulting in
\$ (767,436)	or	-2.9%	over budget in gross patient revenue &
\$ (686,797)	or	-4.2%	over budget in net patient revenue

Year-to-date Net Revenue was	\$		15,480,042
Total Operating Expenses were:	\$		15,039,392
Fiscal Year To Date:			
\$ 350,914	or	2.4%	Total expenses were over budget.
\$ (531,416)	or	-10.7%	Salaries and Wages were under budget.
\$ (150,823)	or	-4.3%	Employee Benefits were under budget.
		75%	Employee Benefits as Percentage of Wages

The following expense areas were also over budget for the year for reasons listed:

\$ 797,972	or	42.1%	Professional Fees are over budget due to several late invoices received for contract labor
\$ 203,639	or	23.6%	Other Expenses are over budget due to timing difference on Liability Insurance, Surgery Lease, Plant Utilities as well as Chemistry and Pharmacy spending
\$ (85,809)	or	-16.9%	Bad Debts are under budget due to complexity of bad debt calculation to be reevaluated next month

Other Information:

\$ 1,111,169			Operating Income, less
\$ (1,198,095)			loss in non-operating activities resulted in a Net
\$ (86,926)	or	\$ (882,345)	over budget year-to-date.
		0.00%	Actual Contractual Percentages for Year versus
		0.00%	Budgeted Contractual Percentages including
\$			(94) in prior year cost report favorable settlement activity for Medicare & Medi-Cal

Non-Operating activities included:

\$ (1,137,743)	loss	\$ (314,653)	unfavorable to budget in Medical Office Activities
\$ 13,351		\$ (70,649)	unfavorable to budget in Grants and Other

NORTHERN INYO HEALTHCARE DISTRICT

Investments as of August 31, 2018

Purchase Date	Maturity Date	Institution	Broker	Rate	Principal Invested	
30-Aug-18	1-Sep-18	Local Agency Investment Fund	Northern Inyo Hospital	2.00%	21,262,458.56	
28-Nov-14	28-Nov-18	American Express Centurion Ba	Financial Northeaster Corj	2.00%	150,000.00	
15-Jun-18	15-Mar-19	BK Phoenixville - FNC	Financial Northeaster Corj	2.20%	250,000.00	
2-Jul-14	2-Jul-19	Barclays Bank	Financial Northeaster Corj	2.05%	250,000.00	
2-Jul-14	2-Jul-19	Goldman SachsBank USA NY C	Financial Northeaster Corj	2.05%	250,000.00	
Short Term Investments					22,162,458.56	1006-1006 #####
20-May-15	20-May-20	American Express Centurion Ba	Financial Northeaster Corj	2.05%	100,000.00	
26-Sep-16	27-Sep-21	Comenity Capital Bank	Multi-Bank Service	1.70%	250,000.00	
2-Sep-16	28-Sep-21	Capital One Bank	Multi-Bank Service	1.70%	250,000.00	
28-Sep-16	28-Sep-21	Capital One National Assn	Multi-Bank Service	1.70%	250,000.00	
28-Sep-16	28-Sep-21	Wells Fargo Bank NA	Multi-Bank Service	1.70%	250,000.00	
Long Term Investments					\$ 1,100,000.00	
Total Investments					\$ 23,262,458.56	
31-Jul-18	1-Aug-18	LAIF Defined Cont Plan	Northern Inyo Hospital	2.00%	\$ 1,737,915.18	1129-1129
<u>LAIF PENSION INVESTMENTS</u>					\$ 1,737,915.18	



NORTHERN INYO HOSPITAL
Northern Inyo Healthcare District
150 Pioneer Lane, Bishop, California 93514

Medical Staff Office
(760) 873-2136 voice
(760) 873-2130 fax

TO: Northern Inyo Healthcare District (NIHD) Board of Directors
FROM: Allison Robinson, MD, Chief of Medical Staff
DATE: October 2, 2018
RE: Medical Executive Committee Report

The Medical Executive Committee met on this date. There were no policies or procedures to review at this month's meeting. Additionally, there were no medical staff appointments or privileges to recommend to the board for approval.

Following careful review and consideration, the Medical Executive Committee agreed to recommend the following item to the NIHD Board of Directors:

- A. Medical Staff Resignations (*action item*)
 - 1. David Huddleston, MD (*general surgery*) – effective September 6, 2018