

# October 16 2019 Regular Meeting

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**AGENDA**  
NORTHERN INYO HEALTHCARE DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING  
**October 16, 2019 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. Inyo County First 5 Strategic Plan for 2019-2024, Serena Johnson (*information item*).
4. Strategic Plan update, Patient Experience Committee report (*information item*).
5. Strategic Plan update, Quality & Performance Improvement Committee report (*information item*).
6. New Business:
  - A. District Board Resolution 19-07 and approval of Memorandum of Understanding between Northern Inyo Healthcare District and AFSCME Council 57 (*action items*).
  - B. NIHD District Bylaws review (*action item*).
  - C. General Counsel RFP approval (*action item*).
  - D. District Board Resolution 19-08, Reimbursement Expenditures (*action item*).
  - E. Surprise Billing legislation (*action item*).
7. Reports (information items):
  - A. Eastern Sierra Emergency Physicians Quarterly Report (*information item*).
  - B. Medical Staff Services Pillars of Excellence (*information item*).
8. Chief of Staff Report, William Timbers, MD:
  - A. Policy and Procedure approvals (*action items*):
    1. *Medical Screening Examination of the Obstetrical Patient*
    2. *Care and Donning of a Powered Air Purifying Respirator*
    3. *Access to Medications in the Absence of a Pharmacist*
    4. *Pharmacist Clinical Interventions*
    5. *Drug Orders*
  - B. District-Wide Quality Assurance and Performance Improvement (QAPI) Plan – FY 2020 (*action item*).

- C. Chief Medical Officer update (*action item*).
  - D. Physician recruitment update (*information item*).
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***Consent Agenda (action items)***

- 9. Approval of minutes of the September 18 2019 regular meeting
  - 10. Approval of minutes of the September 25 2019 special meeting
  - 11. Approval of minutes of the October 8 2019 special meeting
  - 12. Financial and statistical reports as of August 2019
  - 13. Policy and Procedure annual approvals
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- 14. Reports from Board members (*information items*).
- 15. Adjournment to closed session to/for:
  - A. Discuss trade secrets, new programs and services (estimated public session date for discussion yet to be determined) (*Health and Safety Code Section 32106*).
  - B. Conference with Labor Negotiators; Agency Designated Representative: Irma Moisa; Employee Organization: AFSCME Council 57 (*pursuant to Government Code Section 54957.6*).
  - C. Confer with Legal Counsel regarding threatened litigation, 1 matter pending (*pursuant to Government Code Section 54956.9(d)(2)*).
  - D. Conduct Public employee performance evaluation, Chief Executive Officer (*pursuant to Government Code Section 54957*).
- 16. Return to open session and report of any action taken in closed session.
- 17. 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.*



# Strategic Plan 2019-2024



## ACKNOWLEDGEMENTS

First 5 Inyo would like to thank partners and staff for providing valuable insights and recommendations, and First 5 Inyo Commissioners for their guidance and support.

Special thanks to Little Country School House students for their artwork.



*First 5 Inyo is a program of Public Health and Prevention division of Inyo County Health & Human Services (HHS). Inyo County HHS works to “Strengthen Resilience and Well-Being In Our Community.”*

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*This plan was adopted by the First 5 Inyo Commission on:  
June 27, 2019*

## About the Commission

In November 1998, California voters passed Proposition 10, the "Children and Families Act of 1998." Its intent was to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early child development, and to ensure that children are ready to enter school and reach their full potential.

The Inyo County Children and Families Commission was created in 1999 by the Inyo County Board of Supervisors to carry out the work of Proposition 10 in the county.

### First 5 Inyo Commissioners

**Anna Scott, Chair** - HHS Director Designee

HHS Deputy Director of Public Health and Prevention

**Mark Tillemans, Vice-Chair** – County Supervisor

District 4 Supervisor

**Jeff Griffiths, Vice-Chair** - County Supervisor Alternate

District 2 Supervisor

**Melissa Best-Baker** - HHS Designee

HHS Fiscal Senior Management Analyst

**Heather Carr** - Early Child Educator

Inyo County Office of Education Director of Special Education

**Eileen Jackson** - Parent Representative

**Amanda Miloradich** - Early Child Health Representative

Bishop Indian Head Start Health Advisor

**Barry Simpson** - Early Child Educator

Inyo County Office of Education Superintendent of Schools

### First 5 Inyo Staff

**Serena Johnson**, First 5 Director

**Barbara Keller**, Prevention Specialist

**Melissa Ruiz**, Prevention Specialist

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# Introduction

Inyo County contains astounding natural diversity. It includes Owens Valley and parts of Death Valley, and is located between the Sierra Nevada Mountains and the White Mountains along the California and Nevada border. Inyo County offers scenic views and multiple opportunities for outdoor sports enthusiasts in diverse landscapes. Inyo County encompasses both the lowest point in the U.S., Death Valley, and the highest point in the lower 48 states, Mount Whitney. It is the second largest county by area in California with 10,140 square miles; and, with a population of 17,987, Inyo has one of the smallest population densities in the state with only 1.8 persons per square mile.

Overall, low education levels, low household income, high costs of living, and the remote location of communities within Inyo County are compound challenges resulting in high stress on families in Inyo County.

## INYO COUNTY FAMILIES

TOTAL POPULATION

**17,987**

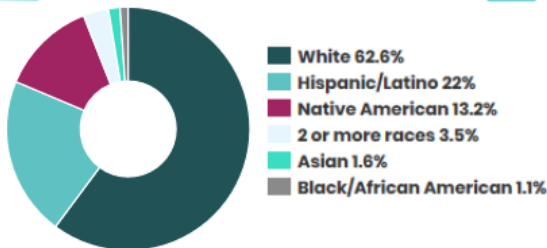


CHILD POPULATION

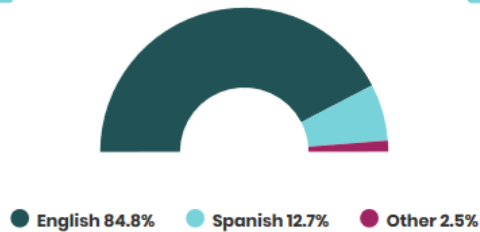
There are approximately 1,043 children ages 0-5 in Inyo County, making up approximately 5.8% of the total population.



POPULATION BY ETHNICITY



LANGUAGES SPOKEN



Data based on 2017 estimates for the total population in Inyo County. (Source: U.S. Census Bureau)

## OUR FAMILIES

There were 203 births in Inyo County in 2015.



22% of children are living in food insecure households.



38% of children are meeting or exceeding grade-level standards in English.



(Source: kidsdata.org)

## Our Vision

All children in Inyo County will thrive.

## Our Mission

First 5 Inyo builds the early childhood systems and supports needed to ensure Inyo County's young children are healthy, safe and ready to succeed.

## Guiding Principles

- › **Equity** is a critical consideration in selecting early childhood interventions. The first five years of a child's life are the most critical for development, and the most vulnerable to adversity, discrimination, and exclusion. First 5 Inyo prioritizes equity to help all children achieve their full potential, despite historical patterns of racial and economic exclusion. Increasing equity closes the gap and ensures all children are on the path to success. First 5 Inyo will utilize data to identify and address inequities, select strategies and funding decisions to eliminate disparities.
- › **Advocacy** to ensure early childhood is a priority in all levels of local and state decision making. First 5 Inyo will facilitate and participate in collaborations across agencies and disciplines to improve outcomes and support systems for children prenatal through age five and their families. These activities include increasing resources, strengthening policies, and promotion for early childhood development.
- › **Collaboration** through the First 5 Network aligns county First 5 Commissions, First 5 Association, and First 5 California as a united voice for California's youngest children. The network strategy focuses on a common language and resources needed in systems change for local and statewide early childhood initiatives. First 5 Inyo will participate in the Network, bringing together partners, leveraging funding sources, and strengthening systems of care through communications, advocacy, collaboration, skill building, innovation, and learning.



# Strategic Plan 2019-2024

**Strategic Goal** First 5 Inyo will be a strong organization that serves as catalyst of sustained positive change for children 0-5 and their families into the future.

First 5 Inyo will focus on four areas: Systems Building, Resilient Families, Comprehensive Health & Development, and Early Child Education.

**Goals** are the ultimate result and improvement the Commission is striving for.

**Outcomes** are the impact, change, or benefit that result from implementing certain activities or services.

**Indicators** are observable, measurable characteristics or changes that represent achievement of an outcome.

**Strategies** are activities and services that can be implemented to achieve desired outcomes.

## Strategic Plan Process

First 5 Inyo Commission is charged with developing a Strategic Plan for disseminating the Proposition 10 funds in a manner that will benefit Inyo County children birth to five and their families.

This strategic plan is the result of a six-month participatory process that included:

- › Sending a survey to over 150 partners, and receiving 60 responses
- › Conducting six in-depth interviews with key stakeholders
- › Convening a retreat with the First 5 Commission and key partners
- › Engaging Inyo County HHS staff, managers, and leadership

For a full summary of stakeholder feedback, please see the Appendix on page 14.





# Focus Area 1: Systems Building

**Goal: County systems are integrated, strategic, and culturally responsive in their approaches to strengthening and supporting families.**

## Outcomes

- › Improved policies, infrastructures, and investments to support the healthy development of children prenatal through age 5 and their families
- › Improved public awareness of the needs of young children

## Strategies

- › First 5 Network
- › Inyo County Triple P Network
- › Perinatal Taskforce
- › Help Me Grow
- › Quality Counts CA and IM-PACT Hub
- › Inyo Resiliency Collaborative/Trauma Informed Framework
- › Team Inyo for Healthy Kids
- › Inyo Car Seat Collaborative
- › Local Child Care Planning Council
- › Interagency Community Collaborative
- › Education and Outreach

## Indicators (Data Sources)

- › Number of participants who reported improved capacity to support children’s healthy development as a result of attending First 5 Inyo professional development opportunities (First 5 Inyo)
- › Number of providers touched by First 5 Inyo programs and investments (First 5 Inyo)
- › Amount of funds leveraged with First 5 Inyo funding each year (First 5 Inyo)



## Focus Area 2: Resilient Families

**Goal: Families are resilient and raising happy, healthy, and thriving children.**

### Outcomes

- › Improved parental knowledge, understanding, and engagement in promoting their children’s development



### Indicators (Data Sources)

- › Number of parents/guardians who receive Triple P parenting education in a class or workshop (First 5 Inyo)
- › Percent of parents/guardians who reported or demonstrated they gained new knowledge, skills, and resources about parenting (First 5 Inyo)
- › Percent of parents/guardians who reported they read, talk, sing, and play with their children (First 5 Inyo)

### Strategies

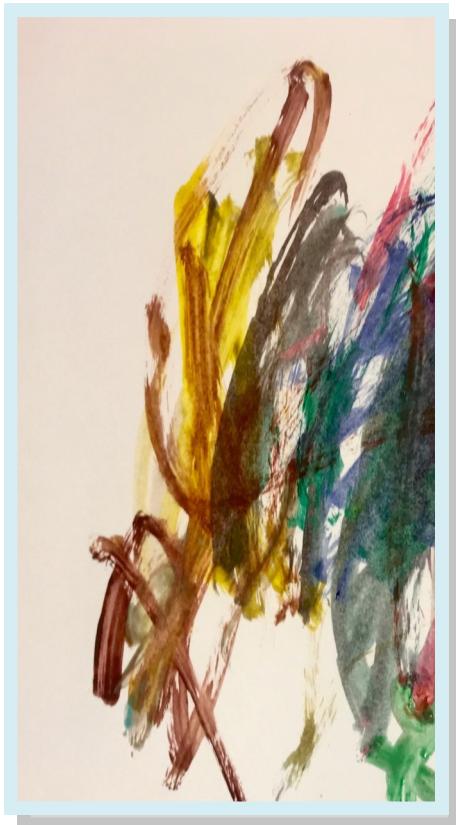
- › Triple P Positive Parenting Program
- › Inyo County Triple P Network
- › Inyo Resiliency Collaborative
- › Home Visiting
- › Outreach and Education
- › Diaper Depot
- › Triple P Media
- › Literacy Activities
- › Parent Education

# Focus Area 3: Comprehensive Health and Development

**Goal: Children are born healthy and experience optimal physical, behavioral, and developmental health.**

## Outcomes

- › Children are born healthy
- › Improved screening and intervention for developmental delays, disabilities, and other special needs



## Indicators (Data Sources)

- › Percent of children who received regular well-child visits (Bishop Pediatrics)
- › Number of children who received a developmental or behavioral health screening (First 5 Inyo)
- › Number of children with developmental and behavioral needs who were connected to early intervention services (First 5 Inyo)
- › Number of caregivers who receive home visiting services (First 5 Inyo)

## Strategies

- › Lactation education and support
- › Home Visiting
- › First 5 New Parent Kit
- › Help Me Grow
- › Ages and Stages developmental screenings
- › Perinatal Taskforce
- › Education and Outreach

# Focus Area 4: Quality Early Learning

**Goal: All children experience high-quality learning opportunities in all settings.**

## Outcomes

- › Improved quality and availability of childcare providers
- › Children are successful learners

## Indicators (Data Sources)

- › Number of book distributed to children 0-5 (First 5 Inyo)
- › Number of children in licensed and quality child care (Inyo County Office of Education)
- › Number and percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of kindergarten entry (Inyo County Office of Education)
- › Percent of children ready for kindergarten (First 5 Inyo)

## Strategies

- › Literacy Activities
- › First 5 New Parent Kits
- › Quality Counts CA and IMPACT Hub
- › Education and Outreach
- › Countywide Kindergarten Assessment
- › Early Child Education Provider Recruitment



# Financial Plan

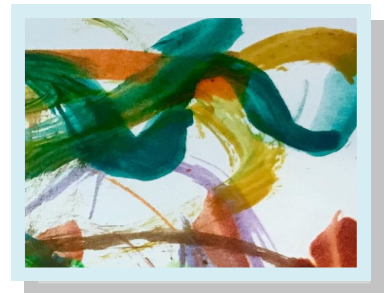
Funding for First 5 will decline 48% by 2020, from \$261 per child to \$135 per child. There has been no new significant reinvestment in First 5 since voters passed Proposition 10 in 1998. As funding streams decline, the First 5 Inyo Commission recognizes the importance of making early childhood a priority across public systems, focusing on prevention as the most effective approach to supporting families and young children, and leveraging resources for greatest impact.

Through FY 2020-2021, First 5 Inyo will receive \$375,000 per year, a blended funding from Prop 10 tax revenue and Small Population County Funding Augmentation (SPCFA) from First 5 California. To ensure the sustainability of First 5 programming, First 5 Inyo Commission will bring together partners and leverage multiple funding sources to strengthen early childhood systems of care.

The First 5 Inyo ending fund balance in FY 2017-18 was \$786,000. This fund balance reflects underspending due to staff shortages, a common challenge for our small budget where staffing is a significant percentage of expenses. The First 5 Inyo Commission is committed to spending down this fund balance to a more modest amount, as responsible and effective use of public funds. The First 5 Inyo Commission will be opening the opportunity for community grants to support local projects in FY 19-20. Due to the uncertainty around future funding, the First 5 Inyo Commission will keep a reserve of \$350,000 in the fund balance to offset any future loss in revenue.

The First 5 Inyo Commission remains committed to investing in the Triple P Positive Parenting Program, Ages and Stages Developmental Screenings, Reach Out and Read Literacy activities, and the Families Intensive Response & Strengthening Team (FIRST) Wraparound program. New areas the strategic plan retreat identified for investment in the long range financial plan include home visiting, Help Me Grow, trauma/resilience systems, early childhood learning, and partner grants.

The Long Range Financial Plan is included below, with predicted revenues, expenditures, and fund balances. Despite the challenges of declining revenues, First 5 Inyo continues to advocate and support the early childhood systems needed to ensure young children are healthy, safe, and succeed in school and life.





# First 5 Inyo County- Long Range Financial Plan

## Financial Planning for Sustainability

<i>Fiscal Year ending June 30</i>	Budgeted 2018-19	Proposed 2019-20	Projected 2020-21	Projected 2021-22	Projected 2022-23	Projected 2023-24
<b>REVENUE</b>						
Prop 10 tax revenue				\$112,169	\$109,478	\$106,000
Small County Augmentation	\$375,000	\$375,000	\$375,000	\$187,831	\$190,522	\$194,000
Grants				\$15,000	\$15,000	\$15,000
Alternative Funding Streams (e.g. MAA, CAPIT)				\$30,000	\$30,000	\$30,000
Interest earned	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
<b>Total Revenues</b>	<b>\$379,000</b>	<b>\$379,000</b>	<b>\$379,000</b>	<b>\$349,000</b>	<b>\$349,000</b>	<b>\$349,000</b>
<b>EXPENSES</b>						
<i>Operations</i>						
Salaries/Benefits	\$186,705	\$191,118	\$195,531	\$199,944	\$204,357	\$208,770
County Administrative Costs	\$33,370	\$40,710	\$40,000	\$45,000	\$45,000	\$45,000
Office Supplies	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Annual Audit	\$9,765	\$9,765	\$9,765	\$9,765	\$9,765	\$9,765
Travel	\$33,860	\$19,200	\$18,000	\$18,000	\$18,000	\$18,000
Motorpool	\$3,915	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
<i>Program</i>						
FIRST	\$68,000	\$68,000	\$68,000	\$68,000	\$68,000	\$68,000
NEST	\$28,000	\$24,000	\$24,000			
Triple P Parenting	\$12,500	\$50,500	\$10,000	\$10,000	\$10,000	\$10,000
Child Abuse Prevention	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Literacy	\$4,400	\$3,300	\$3,000	\$3,000	\$3,000	\$3,000
Developmental Screenings	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
General Wellness	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Advertising	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
First 5 Association	\$3,450	\$3,450	\$4,000	\$4,000	\$4,000	\$4,000
Help Me Grow						
Home Visiting			\$20,000	\$20,000	\$20,000	\$20,000
Early Childhood Learning						
Trauma/Resilience Systems						
Partner Request/Grants		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Misc Program Costs	\$8,150	\$7,950	\$6,000	\$5,000	\$4,000	\$4,000
<b>Total Expenditures</b>	<b>\$418,115</b>	<b>\$463,993</b>	<b>\$444,296</b>	<b>\$428,709</b>	<b>\$432,122</b>	<b>\$436,535</b>
Revenues less Expenses	-\$39,115	-\$84,993	-\$65,296	-\$79,709	-\$83,122	-\$87,535
Total Fund Balance	\$786,000	\$746,885	\$661,892	\$596,596	\$516,887	\$433,765
Withdrawal from Fund Balance	\$39,115	\$84,993	\$65,296	\$79,709	\$83,122	\$87,535
<b>Ending Fund Balance</b>	<b>\$746,885</b>	<b>\$661,892</b>	<b>\$596,596</b>	<b>\$516,887</b>	<b>\$433,765</b>	<b>\$346,230</b>

\*First 5 California SPFCA funding agreement with First 5 Inyo ends June 2021. Funding is anticipated but total revenue is not known.



# Appendix

## Our Kids, Our Future: Community Stakeholder Survey Summary

Inyo County HHS facilitated a survey to obtain input on the needs of children and families from community stakeholders of First 5 Inyo. We received a total of 60 responses from representatives across agencies including Inyo County Health and Human Services, early care and education providers, health care professionals, Tribal organizations, public agencies, community-based organizations and advocacy groups.

Fifty percent or more of the respondents stated that they were familiar with the Triple P parenting program, car seat inspections, community outreach, the Ages and Stages Questionnaire and Diaper Depot programs offered by First 5. Only 6 of the 60 respondents stated that they were not familiar with First 5 in any way.

### RESULTS

When asked about the main challenge partners felt children and families face most in our community; the largest responses was **access to affordable, quality childcare** (24%). This answer was followed by responses linked to parental support, need for parenting skills and classes (12%) as well as housing and cost of living struggles (11%).

When asked what the needs of families with children ages zero to five in our community; the responses showed that 80 percent of participants believed **housing affordability and high cost of living** was the primary challenge. This answer was followed by parent knowledge of child development (68%), access to family strengthening programs (68%), access to mental health and substance abuse programs (65%) and access to parental support (62%).

Respondents identified **cost of quality childcare** (80%) and **access to childcare** (75%) as the main gaps in early childhood education and care in our community.

The majority of responses thought **access to mental health and substance abuse services** (67%) was the primary service that could improve the health of children in our community. This answer was followed by access to food and nutrition education (54%), access to early identification of developmental needs and intervention (52%), access to oral health education and dental services (52%) and access to information on available resources, including referrals (50%).

First 5 Inyo also asked how we can partner with stakeholders to help families and children in the community. The largest response was reflective of **providing community education and parenting classes** (28%), followed by **community outreach and information on services** (27%) in addition to agency trainings, seminars and community collaboration (15%).

## Key Stakeholder Interviews

To inform the strategic plan, Serena Johnson, First 5 Inyo Director, conducted six in-depth interviews with key stakeholders. Three of these interviews were co-conducted with Marissa Whitney, Inyo County Public Health Nurse for Maternal Child Adolescent Health program, as part of their five-year needs assessment.

The following stakeholders were interviewed: Kat Duncan, Director of IMACA Head Start; Raquel Dietrich, Director of the Child Development Division at Inyo County Office of Education; Karen Rathburn, Behavioral Health Child & Family Team at Inyo County Health & Human Services; Lori Gable, NEST Registered Nurse, Northern Inyo Health Care District; Charlotte Helvie, MD, and Colleen McEvoy, FNP, Bishop Pediatrics and Allergy Clinic, Northern Inyo Health Care District; and Holly DeVincent, Social Worker Supervisor with Children's Services, Inyo County Health & Human Services.

Ten common themes emerged from these interviews, ordered below in approximate frequency of topic:

- › Trauma-Informed Care and Education
- › Collaboration and Outreach
- › Developmental Screenings and Referrals
- › Maternal Substance Abuse and Mental Health
- › Absence of Home Visiting
- › Importance of Social-Emotional Learning
- › Quality Child Care and Education
- › Services for Spanish Speaking Clients
- › Transportation
- › Parent Education and Knowledge

*There is a metaphor, where we keep saving the babies out of the river, but nobody goes up to the top of the river to find out how they are being thrown in the water. We keep focusing on the interventions, but what is the cause?*

– Karen Rathburn

RESOLUTION NO. 19-07

A RESOLUTION OF THE GOVERNING BOARD OF THE NORTHERN INYO COUNTY HEALTHCARE DISTRICT PROVIDING FOR ADOPTION OF A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTHERN INYO COUNTY HEALTHCARE DISTRICT AND DISTRICT COUNCIL 57, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO

WHEREAS, AFSCME and representatives of the District have met and conferred as required under the Meyer-Milias Brown Act to reach agreement on a successor Memorandum of Understanding to cover the period July 1, 2019 to October 31, 2022; and

WHEREAS, approval of this successor MOU serves positive employer-employee relations; and

WHEREAS, District staff recommends the adoption of the MOU as it provides for clarity in various areas, provides a fair wage increase consistent with the District's budget, and adopts an innovative Career Ladder Program;

NOW, THEREFORE, THE GOVERNING BOARD OF THE NORTHERN INYO COUNTY HEALTHCARE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1.** That the Memorandum of Understanding between the Northern Inyo Healthcare District and District Council 57, American Federation of State, County, and

Municipal Employees (AFSCME), AFL-CIO that is attached hereto as Exhibit "A" is hereby approved and adopted by the Board of Directors.

**SECTION 2.** The Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 16<sup>th</sup> day of October 2019.

PASSED, APPROVED AND ADOPTED this 16th day of October 2019.

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Mary Mae Kilpatrick  
District Board President

ATTEST:

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Clerk

# **MEMORANDUM OF UNDERSTANDING**

NORTHERN INYO HEALTHCARE DISTRICT

and

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

July 1, 2019 – October 31, 2022

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**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 Miliias 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 employed by the District.

**ARTICLE 3  
MANAGEMENT RIGHTS**

In order to ensure that the District is able to carry out its functions and responsibilities imposed by law, the District has and will retain the exclusive right to manage and direct the performance of District services and the work force performing such services, subject to the certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following shall not be subject to meet and confer process but shall be within the exclusive discretion of the District. The consideration of the merits, necessity, or organization of any service activity conducted by the District shall include, but not be limited to the District's right to:

- (a) Determine issues of public policy;
- (b) Determine the mission of its departments, committees and boards;
- (c) Determine and change the facilities, methods, technology, means, and organized structure pursuant to which the District's operations are to be conducted;
- (d) Set standards and levels of service, and to expand or diminish services;

- (e) Determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all District functions.
- (f) Determine the content and intent of job descriptions, and to develop new job positions.
- (g) Determine size and composition of the work force, and allocate and assign work to employees except as may otherwise be required by this Agreement.
- (h) Appoint, transfer, promote, reclassify, employees;
- (i) Lay off employees for lack of work, lack of funds, or other appropriate reasons;
- (j) Discharge, suspend, demote, reprimand, or otherwise discipline employees in accordance with applicable policies and laws;
- (k) Determine policies, procedures and standards for selection, training and promotion of employees;
- (l) Assign work to and schedule employees in accordance with requirements as determined by the District;
- (m) Direct its employees;
- (n) Determine the methods, means, numbers and kinds of personnel by which District operations are to be conducted;
- (o) Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;
- (p) Maintain the efficiency of District operations;

The foregoing managements rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights that are reserved to the District. 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.

In cases of emergency, the Board of Directors or, if necessary, the Chief Executive Officer, may immediately adopt any rule, resolution or regulation relating to matters within the Scope of Representation and affecting the bargaining unit without prior notice or meeting with the union. The Board of Directors or Chief Executive Officer shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such rule, resolution or regulation.

The District, in exercising these rights and functions will not discriminate against an Employee because of their membership in AFSCME.

The exercise of District rights does not preclude employees or AFSCME from consulting or raising grievances on decisions which affect wages, hours and terms and conditions of employment.

#### **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

Upon notification by the Union, the District shall deduct Union dues from the pay of employees represented by the Union. Amounts to be deducted shall be certified to the District by the appropriate Union official. 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. 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.

3. 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. Hold Harmless**

The Union agrees to defend, indemnify and hold harmless the District from any claim, suit or liability of any nature arising from the operation of this provision, including, but not limited to: (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. It is also

agreed that neither any employee nor AFSCME shall have any claim for error against the COMPANY for any deductions made or not made, as the case may be.

**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**

### A. District New Hires

1. 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.
2. 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.
3. Probationary RNs have no seniority status. At the completion of the probationary period, seniority shall date from the initial date of hire.
4. Probationary RNs shall not have access to the grievance procedure for discipline and may be dismissed without cause.
5. 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.

### B. Existing Employees

1. 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, within ninety

(90) days of the transfer 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.

2. 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 within one hundred and eighty (180) days of the transfer, 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.
3. 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 State Mediation and Conciliation Service (SMCS). 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. The parties shall exchange the following at least ten (10) 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 Competency 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 90 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	0.875 – 1.00	70- 80 hours
Part Time Benefited	0.75 - < 0.874	60 – 69_ 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. Effective January 1, 2020, 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 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. Except, however, that an employee who leaves the District to further their health care career and returns to District employ within five years shall be eligible to re-enroll in the Defined Benefit Plan, with verification that the educational degree received is related to the employee’s work at the District.

**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 Defined Contribution 401(a) Plan after completing one year of employment in which the RN worked at least 1,000 hours, subject to the requirements of the Plan and as set forth in Article 40.

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.
- G. Meal and rest periods shall not be combined without previous approval by the Supervisor or Manager.

**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. Travelers shall also be part of the standby rotation for mandatory call and may sign up for voluntary call. For those departments where standby is voluntary, the District, after exhausting all other resources, may assign non-bargaining unit, non-supervisory cross-trained RN's to cover vacant shifts.
- 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 20 minutes for Perioperative Services. Response time for Standby/Callback for other departments is 30 minutes or the usual commute time of the RN (not to exceed an hour).
  - 2. Effective July 1, 2020, The Joseph's House may be available for RN's who live more than 15 miles from the Hospital and who are on Mandatory Standby. The Parties agree that they shall continue to discuss the logistics of the RN's use of the Joseph's House.
- C. Except when mandated due to a low census day or in Perioperative Services and Perinatal Services where Standby is Mandatory, Standby shifts shall be voluntary.
- D. In Perinatal Services, each Benefitted RN, NEST RN, Part-Time Non-Benefitted RN and Traveler RN shall be assigned one Mandatory Standby Shift per six-week schedule period.

Per Diem RNs shall be required to sign up for five (5) Mandatory Standby Shifts per calendar year.

- E. 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 15<sup>th</sup> day of the preceding month.
- F. Travelers shall be offered Standby shifts one (1) week prior to the posting of the final schedule.
- G. Cross-trained RNs from other departments may also sign up for voluntary Standby shifts.
- H. 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.
- I. The hourly Standby rate is paid at \$9.00 per hour for each hour the RN is required to be on Standby.
  - 1. An RN shall not 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, this will be deemed holdover and no Standby pay shall be paid. Instead, the RN shall be paid standby pay upon clocking out of the holdover.
  - 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.
- J. 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.
- K. 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 orientation 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. 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. An RN who lives more than 40 miles from the Hospital may submit a written request to their supervisor to be notified up to three (3) hours prior to her/his scheduled shift for low census or on-call. Approvals shall be in writing.
- 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. The Union agrees that it shall meet with the District within ten (10) calendar days of its request to meet with the District to discuss alternatives.

**C. 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.

**D. 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 via phone call (not text message) 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 newly-hired RN will be placed on the following salary range according to her/his number of full years of RN experience. A step increase of 2.5% 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, provided the RN receives an overall rating of “satisfactory” or above on their annual performance evaluation.

An RN’s anniversary date shall not be extended by the length of an approved legally-protected unpaid leave of absence. For RNs on unprotected approved leave of absence, the anniversary date will be adjusted by the length of such unprotected approved unpaid leave.

Reset Steps/Full Years of RN Experience	Position Title Category →	CLINIC RN		HOSPITAL RN		RNFA;CSE;RESOURCE NURSE		SASP COORDINATOR
		<b>1410</b>		<b>1440</b>		<b>1455</b>		<b>1470</b>
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. Annual Wage Increases:**

The District and AFSCME agree that in August 2020 and August 2021, they shall re-open the contract with respect to Article 37 and Article 40.A. The Parties have the mutual goal of maintaining a competitive workforce and a viable defined benefit system.

**C. 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.

**D. 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 January 1, 2020, 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 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 part-time benefited. 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.

Effective January 1, 2020, Full-time and Part-time RN's shall make the following monthly contributions:

<b>Basic Plan</b>	<b>2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
<b>Employee Only</b>	11.50	44.69	77.88	111.07
<b>Employee +1</b>	214.60	233.66	252.72	271.78
<b>Employee +2 or More</b>	311.56	311.56	311.56	311.56
<b>2 Married</b>	Eliminate	Eliminate	Eliminate	Eliminate
<b>Basic Plus Plan</b>	<b>2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
<b>Employee Only</b>	39.72	68.36	97.00	125.63
<b>Employee +1</b>	279.78	290.54	301.30	312.06
<b>Employee +2 or More</b>	379.94	379.94	379.94	379.94
<b>2 Married</b>	Eliminate	Eliminate	Eliminate	Eliminate

Premium contributions are subject to the “affordability” amounts set annually by the ACA and may change the premium contributions listed above. The Parties agree that any changes will not result in an increase to the premium contributions listed above.

An RN in a benefited position who provides evidence of other non-Medi-Cal insurance health plan coverage shall receive cash in lieu of benefits of \$137.00 per month if RN opts out of all health care plan benefits or \$112.60 per month if RN opts out of medical only (retains dental and vision) or \$24.40 per month if RN opts out of dental and vision only (retains medical).

Effective January 2020, the following changes shall be made to the medical and employee prescription plans:

**Employee Prescription Plan**

- Discontinue current In House pharmacy business, including the zero co-pay pharmacy benefit from Dwayne's

**Medical Plan**

- Add a new Tier of NIHD at 100% Benefit Level
- Continue with current Tier One and Tier Two Benefits
- Round up deductibles to \$600 (individual) and \$1430 (two or more) for basic plan; and \$300 (individual) and \$600 (two or more) for basic plus plan

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 maintain the following benefit offerings for RNs during the term of this Agreement:

- 457 Deferred Compensation Plans
- Employee Assistance Program
- Universal Life Insurance, Term Life Insurance, Short-term Disability Insurance, Accident Insurance, Cancer Insurance
- Flexible Spending Accounts – Medical Expense, Dependent Care
- LegalShield
- 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 January 1, 2020, 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 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. Except, however, that an employee who leaves the District to further their health care career and returns to District employ within five years shall be eligible to re-enroll in the Defined Benefit Plan, with verification that the educational degree received is related to the employee's work at the District.

**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.

**C. Re-Opener**

The District and AFSCME agree that in August 2020 and August 2021, they shall re-open the contract with respect to Article 37 Wages and Article 40.A. Defined Benefit Pension Plan. The Parties have the mutual goal of maintaining a competitive workforce and a viable defined benefit system.

*\*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.

Effective in the first pay period following Board implementation of this Agreement, benefited RNs earn PTO according to the following schedule:

PTO Accrual Level	Lifetime Benefit Hours (LBH)  (A)	Pay Period Accrual Amount  (B)	Number of Pay Periods Per Year (C)	Total PTO Hours Per Year (D)	Maximum Accrual Amount  (D)+ 80 (E)
Level I	0.00 to 8,319.99	7.69	26	200.00	280
Level II	8,320.00 to 18,719.99	9.23	26	240.00	320
Level III	18,720.00 or more	10.77	26	280.00	360

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 shall no longer accrue PTO. An RN who reaches the Maximum Accrual Amount (E) can continue to accrue PTO when she/he uses PTO hours to fall below the maximum accrual or if she/he cashes out PTO as allowed below.

On three designated pay periods in April, August, and December of each year, benefited RNs may elect to receive pay for up to one-hundred and twenty (120) ~~eighty (80)~~ hours total per year, of accrued (earned but not used) PTO. Any RN who elects to cash out PTO must leave a minimum of 40 hours in her/his PTO balance after cash-out.

Two pay periods following ratification of this contract, the District shall cash out eighty (80) ~~60~~ hours of PTO for any RN whose PTO accrual exceeds 260~~270~~ hours. Cash Outs are paid at the RN’s base hourly rate of pay at the time of the 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 during January of each year for the following fiscal year.
  - 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. Holiday shifts will be assigned evenly between full-time and part-time employees to meet Departmental staffing needs. Per Diem staff will continue to meet their Holiday requirements as set forth in Article 17. Upon management approval, staff wishing to cover additional holiday shifts shall be so permitted.
- E. 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
- F. 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).
- G. 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, staffing disputes, 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, and Clinic Services. 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 Department Manager, the RN schedule will be adjusted to allow for attendance at the meeting. RNs shall inform their Department Manager at least two weeks in advance of the date and time of the PPC 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, and the Chair of the PPC. No RN shall be subject to reprisal for bringing forward nursing practice concerns to management or the PPC. The CNO, 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 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 by the PPC Chair.
- 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 Unusual Occurrence Reports (UORs) 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 PPC to participate on the: Orientation Competency Committee (OCC) (Clinical Staff Educators or other selected RN to attend),
- J. 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 (UOR), 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.
- K. Projects, requests for process changes, performance improvement activities will be submitted through the Compliance department.
- L. RNs may be asked on a voluntary basis to participate on Compliance 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**  
**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) 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 PPC 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 47**  
**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. Effective in the pay period following Board ratification of this Agreement, a \$13 per hour differential will be paid to RN's when assigned to cross-training shifts, and when attending their cross-trained department's Skills Day. The House Supervisor Assistant shall also be paid the \$13 per hour differential for hours worked as the House Supervisor Assistant.
  2. If the RN does not continue to meet cross training requirements, the RN will lose the cross training differential.
  3. A cross trained RN must work sixty (60) hours in the cross trained department per calendar year, with a minimum of 24 hours in the first six months of the calendar year, except if the RN is on MLOA exceeding four weeks during the six-month period.
  4. The District shall guarantee that each RN is offered a minimum of sixty (60) hours in the cross trained departments, with a minimum of 24 hours in the first six months of the calendar year.
  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 cross training differential.
- 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 differential during assigned cross-training shifts 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. Effective in the pay period following Board approval of this Agreement, a \$13 per hour differential shall be paid to RN's when assigned to cross-training shifts and when attending their cross-trained department Skills Day only.
  - 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 48**  
**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 49**  
**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 50  
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 51  
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 (CTMTF) 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 52 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 Unusual Occurrence Report (UOR)
  - 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 53**  
**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 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, 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:

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 54  
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  
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  
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  
TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2019 and shall continue in full force and effect through October 31, 2022. 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, RHC

DATE: \_\_\_\_\_

\_\_\_\_\_  
Julie Carter, OR/PACU

\_\_\_\_\_  
Eva Judson, OB

\_\_\_\_\_  
Brent Obinger, Med Surg

\_\_\_\_\_  
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**

150 Pioneer Lane  
Bishop, CA 93514  
(760) 873-5811  
[www.nih.org](http://www.nih.org)

TO: Board of Directors

FROM: Dr. Kevin Flanigan, CEO

DATE: October 10, 2019

SUBJECT: Adoption of the Memorandum of Understanding between the Northern Inyo Healthcare District (District) and the American Federation of State, County and Municipal Employees (AFSCME), District Council 51.

**BACKGROUND**

The American Federation of State, County and Municipal Employees, District Council 51 (“AFSCME”), as the recognized as the exclusive bargaining representative for non-management Registered Nurses, and representatives of the District engaged in bargaining for a successor MOU. After several months of negotiations, a tentative agreement for a three-year and four months Memorandum of Understanding, covering July 1, 2019 to October 31, 2022 was reached. AFSCME members have ratified the proposed agreement on September 28, 2018.

**DISCUSSION AND ANALYSIS**

The proposed Memorandum of Understanding provides structural changes in compensation, maintains competitiveness in the job market and allows the District to begin the challenging work of adopting to the changing healthcare model. Of particular note are the changes in payroll practices that eliminate double compensation, and changes to the PTO program that will allow for the strict enforcement of caps. In addition, the MOU provides for increased contributions from AFSCME members to the cost of medical, dental and vision premiums and excludes employees from being eligible to return to the Defined Benefit after they have left District employ (except in a very limited circumstance). The MOU also provides no guaranteed across-the-board wage increase, but does provide for two re-openers (in August 2020 and August 2021) to discuss wages and the defined benefit plan.

**FISCAL REVIEW**

We recommend approval of the Memorandum of Understanding. This MOU has set the framework for the District to strategically manage future wage and benefit changes for all employees.

**ATTACHMENT**

Redlined Proposed Memorandum of Understanding between The American Federation of State, County and Municipal Employees, District Council 51 (“AFSCME”) and the District – Attachment 1

Proposed Memorandum of Understanding between The American Federation of State, County and Municipal Employees, District Council 51 (“AFSCME”) and the District (without redaction) – Attachment 2

# **MEMORANDUM OF UNDERSTANDING**

NORTHERN INYO HEALTHCARE DISTRICT

and

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

July 1, 2019~~8~~ – ~~June-October~~ 31~~0~~, 202~~2~~1~~9~~

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**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 Miliias 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 employed 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.~~

In order to ensure that the District is able to carry out its functions and responsibilities imposed by law, the District has and will retain the exclusive right to manage and direct the performance of District services and the work force performing such services, subject to the certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following shall not be subject to meet and confer process but shall be within the exclusive discretion of the District. The consideration of the merits, necessity, or organization of any service activity conducted by the District shall include, but not be limited to the District's right to:

- (a) Determine issues of public policy;

- (b) Determine the mission of its departments, committees and boards;
- (c) Determine and change the facilities, methods, technology, means, and organized structure pursuant to which the District's operations are to be conducted;
- (d) Set standards and levels of service, and to expand or diminish services;
- (e) Determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all District functions.
- (f) Determine the content and intent of job descriptions, and to develop new job positions.
- (g) Determine size and composition of the work force, and allocate and assign work to employees except as may otherwise be required by this Agreement.
- (h) Appoint, transfer, promote, reclassify, employees;
- (i) Lay off employees for lack of work, lack of funds, or other appropriate reasons;
- (j) Discharge, suspend, demote, reprimand, or otherwise discipline employees in accordance with applicable policies and laws;
- (k) Determine policies, procedures and standards for selection, training and promotion of employees;
- (l) Assign work to and schedule employees in accordance with requirements as determined by the District;
- (m) Direct its employees;
- (n) Determine the methods, means, numbers and kinds of personnel by which District operations are to be conducted;

(o) Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;

(p) Maintain the efficiency of District operations;

The foregoing managements rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights that are reserved to the District. 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.

In cases of emergency, the Board of Directors or, if necessary, the Chief Executive Officer, may immediately adopt any rule, resolution or regulation relating to matters within the Scope of Representation and affecting the bargaining unit without prior notice or meeting with the union. The Board of Directors or Chief Executive Officer shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such rule, resolution or regulation.

The District, in exercising these rights and functions will not discriminate against an Employee because of their membership in AFSCME.

The exercise of District rights does not preclude employees or AFSCME from consulting or raising grievances on decisions which affect wages, hours and terms and conditions of employment.

#### **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

Upon notification by the Union, the District shall deduct Union dues from the pay of employees represented by the Union. Amounts to be deducted shall be certified to the District by the appropriate Union official. 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.~~

### 3.2. 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.

### 4.3. 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. Hold Harmless**

The Union agrees to defend, indemnify and hold harmless the District from any claim, suit or liability of any nature arising from the operation of this provision, including, but not limited to: (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. It is also agreed that neither any employee nor AFSCME shall have any claim for error against the COMPANY for any deductions made or not made, as the case may be.

## **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

### A. I. District New Hires

~~A.1.~~ 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.2.~~ 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.3.~~ Probationary RNs have no seniority status. At the completion of the probationary period, seniority shall date from the initial date of hire.

~~D.4.~~ Probationary RNs shall not have access to the grievance procedure for discipline and may be dismissed without cause.

~~E.5.~~ 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.

### B. II. Existing Employees

~~A.1.~~ 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, within ninety (90) days of the transfer 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.2.~~ 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 within ninety days one hundred and eighty (180) days- of the transfer, 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.3.~~ 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 State Mediation and Conciliation Service (SMCS) ~~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~~ The parties shall exchange the following at least ~~ten (10)~~ 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 Competency ~~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 ~~90~~ 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	<del>0.90-0.875 - 1.00+1.00</del>	<del>72-70-</del> 80 hours
Part Time Benefited	0.75 - < <del>0.874 0.90</del>	60 <del>- 69 71</del> 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. Effective January 1, 2020 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. Except, however, that an employee who leaves the District to further their health care career and returns to District employ within five years shall be eligible to re-enroll in the Defined Benefit Plan, with verification that the educational degree received is related to the employee's work at the District.~~

**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 Defined Contribution 401(a) Plan after completing one year of employment in which the RN worked at least 1,000 hours-, subject to the requirements of the Plan and as set forth in Article 40.

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.

F.G. Meal and rest periods shall not be combined without previous approval by the Supervisor or Manager.

## **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. Travelers shall also be part of the standby rotation for mandatory call and may sign up for voluntary call. For those departments where standby is voluntary, the District, after exhausting all other resources, may assign non-bargaining unit, non-supervisory cross-trained RN's to cover vacant shifts.
- 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 20 minutes for Perioperative Services. Response time for Standby/Callback for other departments is 30 minutes or the usual commute time of the RN (not to exceed an hour).
  - ~~2.~~ Effective July 1, 2020, The Joseph's House may be available for RN's who live more than 15 miles from the Hospital and who are on Mandatory Standby. The Parties agree that they shall continue to discuss the logistics of the RN's use of the Joseph's House.
- C. Except when mandated due to a low census day or in Perioperative Services and Perinatal Services where Standby is Mandatory, Standby shifts shall be voluntary.
- ~~C.D.~~ In Perinatal Services, each Benefitted RN, NEST RN, Part-Time Non-Benefitted RN and Traveler RN shall be assigned one Mandatory Standby Shift per six-week schedule period. Per Diem RNs shall be required to sign up for five (5) Mandatory Standby Shifts per calendar year.
- ~~D.E.~~ 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 15<sup>th</sup> day of the preceding month.
- ~~E.F.~~ Travelers shall be offered Standby shifts one (1) week prior to the posting of the final schedule.
- ~~F.G.~~ Cross-trained RNs from other departments may also sign up for voluntary Standby shifts.

G.H. 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.I. The hourly Standby rate is paid at ~~\$9.00~~\$6.25 per hour for each hour the RN is required to be on Standby.

1. An RN shall not ~~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, this will be deemed holdover and no the Standby pay shall be paid. Instead, the RN shall be paid standby pay upon clocking out of the holdover 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.

H.J. 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.

H.K. 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 ~~orientation 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. 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. An RN who lives more than 40 miles from the Hospital may submit a written request to their supervisor to be notified up to three (3) hours prior to her/his scheduled shift for low census or on-call. Approvals shall be in writing.
- 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. The Union agrees that it shall meet with the District within ten (10) calendar days of its request to meet with the District to discuss alternatives.
- ~~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.C. **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-D. 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 via phone call (not text message) 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 newly-hired RN will be placed on the following salary range according to her/his number of full years of RN experience. A step increase of 2.5% 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, provided the RN receives an overall rating of "satisfactory" or above on their annual performance evaluation.

An RN's anniversary date shall not be extended modified by the length of an approved legally-protected unpaid leave of absence. For RNs on unprotected approved leave of absence, the anniversary date will be adjusted by the length of such unprotected approved unpaid leave

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.~~

**B. Annual Wage Increases:**

~~During the term of this Agreement, there shall be no additional across the board wage increases~~

~~The District and AFSCME agree that in August 2020 and August 2021, they shall re-open the contract with respect to Article 37 and Article 40.A. The Parties have the mutual goal of maintaining a competitive workforce and a viable defined benefit system.~~

**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.C. 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.D. 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 ~~January 1, 2020, 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 ~~part-time benefited~~ **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 Effective January 1, 2020 on the dates listed below, Full-time and Part-time RN's shall make the following monthly 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

<u>Basic Plan</u>	<u>2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
<u>Employee Only</u>	<u>11.50</u>	<u>39.79 44.69</u>	<u>68.06 77.88</u>	<u>96.34 111.07</u>
<u>Employee +1</u>	<u>214.60</u>	<u>233.66 240.29</u>	<u>252.72 265.98</u>	<u>271.78 291.67</u>
<u>Employee +2 or More</u>	<u>311.56</u>	<u>311.56</u>	<u>311.56</u>	<u>311.56</u>
<u>2 Married</u>	<u>Eliminate</u>	<u>Eliminate</u>	<u>Eliminate</u>	<u>Eliminate</u>
<u>Basic Plus Plan</u>	<u>2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
<u>Employee Only</u>	<u>39.72</u>	<u>62.64 68.36</u>	<u>85.56 97.00</u>	<u>108.47 125.63</u>
<u>Employee +1</u>	<u>279.78</u>	<u>290.54 299.24</u>	<u>301.30 348.64</u>	<u>312.06 338.06</u>
<u>Employee +2 or More</u>	<u>379.94</u>	<u>379.94</u>	<u>379.94</u>	<u>379.94</u>
<u>2 Married</u>	<u>Eliminate</u>	<u>Eliminate</u>	<u>Eliminate</u>	<u>Eliminate</u>

Premium contributions are subject to the “affordability” amounts set annually by the ACA and may change the premium contributions listed above. The Parties agree that any changes will not result in an increase to the premium contributions listed above.

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 of in the amount provided on the date of recognition, \$120.00~~ \$137.00 per month if RN opts out of all health care plan benefits –or– \$104.00 \$112.60 per month if RN opts ~~for dental and vision only (no medical/pharmaceutical coverage)~~ out of medical only (retains dental and vision) or - \$24.40 per month if RN opts out of dental and vision only (retains medical).

Effective January 2020, the following changes shall be made to the medical, ~~dental, vision and~~ employee prescription plans:

Employee Prescription Plan

- o Discontinue current In House pharmacy business, including the zero co-pay pharmacy benefit from Dwayne’s

Medical Plan —

- o Add a new Tier of NIHD at 100% Benefit Level

- Continue with current Tier One and Tier Two Benefits
- Round up deductibles to \$600 (individual) and \$1430 (two or more) for basic plan; and \$300 (individual) and \$600 (two or more) for basic plus plan

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 during the term of this Agreement as they were provided as of the date of Recognition:

- 457 Deferred Compensation Plans ~~—Lincoln/Valie~~
- ~~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 ~~January 1, 2020~~ ~~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. Except, however, that an employee who leaves the District to further their health care career and returns to District employ within five years shall be eligible to re-enroll in the Defined Benefit Plan, with verification that the educational degree received is related to the employee's work at the District.

### **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.

### **C. Re-Opener**

The District and AFSCME agree that in August 2020 and August 2021, they shall re-open the contract with respect to Article 37 Wages and Article 40.A. Defined Benefit Pension Plan. The Parties have the mutual goal of maintaining a competitive workforce and a viable defined benefit system.

*\*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.

Effective in the first pay period following Board implementation of this Agreement, Bbenefited 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)+ 80 *1.5=(E)
Level I	0.00 to 8,319.99	7.69	26	200.00	<del>280</del> 300.00
Level II	8,320.00 to 18,719.99	9.23	26	240.00	<del>320</del> 360.00
Level III	18,720.00 or more	10.77	26	280.00	<del>360</del> 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 shall no longer accrue PTO. An RN who reaches the Maximum Accrual Amount (E) can continue to accrue PTO when she/he uses PTO hours to fall below the maximum accrual or if she/he cashes out PTO as allowed below. ~~will be cashed out down to the maximum allowed amount each pay period that the maximum is exceeded.~~

On ~~two~~three designated pay periods in April, August, November or and December of each year, benefited RNs may elect to receive pay for up to one-hundred and twenty (120) eighty (80) hours total per year, a portion of accrued (earned but not used) PTO ~~to her/his credit.~~ Any RN who elects to cash out PTO must leave a minimum of 40 hours in her/his PTO balance after cash-out.

Two pay periods following ratification of this contract, the District shall cash out eighty (80) 60 hours of PTO for any RN whose PTO accrual exceeds 260270 hours. Cash Outs are paid at the RN’s base hourly rate of pay at the time of the 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 during January of each year for the following fiscal year. 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.~~

~~D. 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. Holiday shifts will be assigned evenly between full-time and part-time employees to meet Departmental staffing needs. Per Diem staff will continue to meet their Holiday requirements as set forth in Article 17. Upon management approval, staff wishing to cover additional holiday shifts shall be so permitted.~~

~~E.~~

~~F.E.~~ 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.F.~~ 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.G.~~ 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, staffing disputes, 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, and Clinic 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 Department Manager~~Director of Nursing~~, the RN schedule will be adjusted to allow for attendance at the meeting. RNs shall inform their Department Manager at least two weeks in advance of the date and time of the PPC 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, and the 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 by the PPC Chair.
- 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 Unusual Occurrence Reports (UORs) ~~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 the three standing committees: Orientation Competency Committee (OCC) (Clinical Staff Educators or other selected RN 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.J.~~ 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 ~~QRRUOR~~), 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.K.~~ Projects, requests for process changes, performance improvement activities will be submitted through the Compliance QA/PI department.

~~M.L.~~ \_\_\_\_\_ RNs may be asked on a voluntary basis to participate on Compliance 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~~**ARTICLE 46  
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 ~~PPC~~~~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~~**ARTICLE 47**  
**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. Effective in the pay period following Board ratification of this Agreement, a \$13 per hour differential will be paid to RN's when assigned to cross-training shifts, and when attending their cross-trained department's Skills Day. The House Supervisor Assistant shall also be paid the \$13 per hour differential for hours worked as the House Supervisor Assistant.~~
  - 2. If the RN does not continue to meet cross training requirements, the RN will lose the ~~5%~~ cross training ~~differential increment~~.
  - 3. A cross trained RN must work sixty (60) hours in the cross trained department per calendar year, with a minimum of 24 hours in the first six months of the calendar year, except if the RN is on MLOA exceeding four weeks during the six-month period.



4. The District shall guarantee that each RN is offered a minimum of sixty (60) hours in the cross trained departments, with a minimum of 24 hours in the first six months of the calendar year.
  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 differential 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 differential increment during assigned cross-training shifts 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. Effective in the pay period following Board approval of this Agreement, a \$13 per hour differential shall be paid to RN's when assigned to cross-training shifts and when attending their cross-trained department Skills Day only.
  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~~ **ARTICLE 48**

**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~~ **ARTICLE 49**

**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~~**ARTICLE 50**  
**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~~**ARTICLE 51**  
**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~~**ARTICLE 52**  
**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~~ Unusual Occurrence Report (QRRUOR)
  - 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~~**ARTICLE 53**  
**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 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, 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~~**ARTICLE 54**  
**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~~**ARTICLE 55**  
**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~~**ARTICLE 56**  
**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~~**ARTICLE 57**  
**TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2019 ~~as of the date of ratification~~ and shall continue in full force and effect through October 31, 2022 ~~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~~ Brent Obinger, Med Surg

DATE: \_\_\_\_\_

\_\_\_\_\_  
Eva Judson, OB

\_\_\_\_\_  
~~Viekie LaBraque~~ Julie Carter, OR/PACU

\_\_\_\_\_  
~~Cynthia McCarthy~~ Laurie Archer, ICURHC

\_\_\_\_\_  
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  
BYLAWS

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ADOPTED BY THE BOARD OF DIRECTORS  
NORTHERN INYO HEALTHCARE DISTRICT

REVISED AND ADOPTED IN CONFORMANCE WITH DIVISION 23, SECTION 32000 ET SEQ. OF THE  
CALIFORNIA HEALTH AND SAFETY CODE ON FEBRUARY 25, 2015

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

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NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE I

NAME, AUTHORITY AND OFFICES

Section 1. NAME

The name of this non-profit health care district organization shall be the Northern Inyo Healthcare District, hereinafter "the District".

Section 2. AUTHORITY

- a) This District, having been established January 11, 1946, by vote of the residents of the District under the provisions of Division 23, Section 32000 et seq, of the Health and Safety Code of the State of California, otherwise known and referred to herein as "The Local Health Care District Law," and ever since said time having been operated thereunder, these bylaws are adopted in conformance therewith, and subject to the provisions thereof.
- b) In the event of any conflict between these bylaws and "The Local Health Care District Law," the latter shall prevail. To the extent they are not in conflict with these bylaws, the proceedings of the District Board shall be guided by the most recent edition of Robert's Rules of Order.

Section 3. OFFICES

The principal office for the transaction of business of the District is hereby fixed within the boundaries of the District as determined by the Board of Directors.

Section 4. TITLE OF PROPERTY

The title to all property of the District shall be vested in the District, and the signature of the President and/or Secretary, or any officer designated by the Directors, as authorized at any meeting of the Directors, shall constitute the proper authority for the purchase or sale of property, or for the investment or other disposal of funds which are subject to the control of the District.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE II

PURPOSES AND SCOPE

Section 1. PURPOSES

The purposes of the Northern Inyo Healthcare District shall include, but not be limited to the following:

- a) Within available resources, to provide facilities and health services for quality acute and continued care of the injured and ill, including health maintenance and education, regardless of sex, race, creed, cultural or national origin.
- b) To coordinate, wherever possible and feasible, the activities of the District with health agencies and other health facilities providing specialized as well as comprehensive care.
- c) To conduct educational and research activities essential to the attainment of its purposes.
- d) To do any and all other acts necessary to carry out the provisions of the Health Care District Act.

Section 2. SCOPE OF BYLAWS

- a) These bylaws shall govern the Northern Inyo Healthcare District, its Board of Directors and its relationship to affiliated or subordinate organizations. The primary purpose of these bylaws is to provide rules for the self-governance of the District and the Board of Directors, to provide a structure for the Board of Directors to fulfill its functions and responsibilities with respect to an organized self-governing Medical Staff, and to provide a structure for Administration of the licensed healthcare inpatient and outpatient facilities operated by the District (specifically Northern Inyo Hospital, 1206 D and 1206 B clinics).
- b) The Board of Directors may delegate certain powers to the Authority of the Board's committees, the Medical Staff, and to other affiliated and subordinate organizations and groups governed by the District, such powers to be exercised in accordance with the respective bylaws or guidelines of such groups. All powers and functions not expressly delegated to such affiliated or subordinate organizations or groups are to be considered residual powers vested in the Board of Directors of this District.



- c) The Bylaws, Rules and Regulations of the Medical Staff and other affiliated and subordinate organizations and groups governed by the District, and any amendments to such bylaws, shall not be effective until the same are approved by the Board of Directors of the Northern Inyo Healthcare District. The provisions of these District bylaws shall be construed to be consistent with the Medical Staff's bylaws. Except that these Bylaws shall not conflict with the bylaws of the Medical Staff as approved by the Board of Directors, the Board of Directors may review these Bylaws and revise them as it deems appropriate.

Section 3. NOT FOR PROFIT STATUS

There shall be no contemplation of profit or pecuniary gain, and no distribution of profits to any individual, under any guise whatsoever; nor shall there be any distribution of assets or surpluses to any individual on the dissolution of this District.

Section 4. DISPOSITION OF SURPLUS

Should the operation of the District result in a surplus of revenue over expenses during any particular period, such surplus may be used and dealt with by the Directors for charitable District purposes or for improvements hospital's facilities for the care of the sick, injured, or disabled, or for other purposes not inconsistent with the Local Health Care District Act, or these bylaws. The Board of Directors may authorize the disposition of any surplus property of the District by any method determined appropriate by the Board.

Section 5. INDEMNIFICATION

- (a) Any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he/she, his/her estate, or his/her personal representative is or was a Director, officer or employee of the District, or an individual (including a medical staff appointee) acting as an agent of the District, or serves or served any other corporation or other entity or organization in any capacity at the request of the District while acting as a Director, officer, employee or agent of the District shall be and hereby is indemnified by the District, as provided in Sections 825 *et seq.* of the California Government Code.
- (b) Indemnification shall be against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred, as a result of any such action or proceeding, or any appeal therein, to the fullest extent permitted and in the manner prescribed by the laws of the State of California, as they may be amended from time to time, or such other law or laws as may be applicable to the extent such other law or laws is not inconsistent with

the law of California, including Sections 825 *et.seq.* of the California Government Code.

- (c) Nothing contained herein shall be construed as providing indemnification to any person in any malpractice action or proceeding arising out of or in any way connected with such person's practice of his or her profession.

Section 6.                    FISCAL YEAR

The fiscal year of the District shall commence on the first day of July and each year shall end on the last day of June of the each year.

Section 6 Annual Audit removed see section see VI Section, 2, b.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE III

BOARD OF DIRECTORS

Section 1. ELECTION

The Board of Directors shall be elected as provided in "The Local Healthcare District Law," which shall also govern eligibility for election to the Board of Directors.

Section 2. POWERS

The Board of Directors shall have and exercise all the powers of a Healthcare District as set forth in the Healthcare District Act. Specifically, the Board of Directors shall be empowered as follows:

- a) To control and be responsible for the overall governance of the District, including the provision of management and planning.
- b) To make and enforce all rules and regulations necessary for the administration, government, protection and maintenance of hospitals and other facilities under District jurisdiction and to ensure compliance with all applicable laws.
- c) To appoint a Chief Executive Officer and to define the powers and duties of such appointee, and to delegate to such person overall responsibility for operations of the District, the Hospital, and affiliated entities as specified herein and consistent with Board of Directors' Policies. The Board shall also retain legal counsel and independent auditors as needed for District and Hospital operations.
- d) To authorize the formation of other affiliated or subordinate organizations which they may deem necessary to carry out the purposes of the District.
- e) To periodically review and develop a strategic plan for the District and the Hospital.
- f) To determine policies and approve procedures for the overall operation and affairs of this District and its facilities according to the best interests of the public health and to assure the maintenance of quality patient care.
- g) To enter into Joint Powers Agreements with other public entities, and to carry out the District's responsibilities in regard to such Joint Powers Authority as prescribed by law.

- h) To evaluate the performance of the Hospital in relation to its vision, mission and goals.
- i) To provide for coordination and integration among the Hospital's leaders to establish policy, maintain quality care and patient safety, and provide for necessary resources.
- j) To be ultimately accountable for the safety and quality of care, treatment and services.
- k) All powers of the Board of Directors, which are not restricted by statute, may be delegated by an employment agreement, policies, and by direction of the Board to the Chief Executive Officer or to others employed by or with responsibilities to the District, to be exercised in accordance with that delegation.
- l) In the event of a vacancy in any Board office established by Article V of these Bylaws (Chair, Vice Chair, etc.), the Board of Directors shall select someone to fill such vacancy and to serve until the next regular election of officers, unless such person earlier resigns or is removed in accordance with said Article.
- m) To do any and all other act and things necessary to carry out the provisions of these bylaws or of the provisions of the Local Healthcare District Law.

Section 3. COMPENSATION

The Board of Directors shall serve without compensation except that the Board of Directors, by a majority vote of the members of the Board, may authorize payment not to exceed one hundred dollars (\$100) per meeting, or for each committee meeting or other meeting authorized by Board or Chair of the Board, and not to exceed five (5) meetings a month as compensation to each member of the Board of Directors, in accordance with Section 32103 of the California Health and Safety Code, as amended.

Each member of the Board of Directors shall be allowed his/her necessary traveling and incidental expenses incurred in the performance of official business of the District pursuant to the Board's policy.

A budget for the Board of Directors educational expenses is developed each year. At least annually, the entire Board will review their travel and incidental expenses.

Section 4. VACANCIES

Any vacancy upon the Board of Directors shall be filled by the methods prescribed in Section 1780 of the Government Code.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE IV

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS

The regular meetings of the Board of Directors of the Northern Inyo Healthcare District shall be held monthly, or as periodically determined by the Board, on such day and at such time as the Board of Directors shall from time-to-time establish by resolution and/or motion.

Section 2. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chair or three (3) Directors, and notice of the holding thereof shall be received by each member of the Board of Directors at least twenty-four hours (24) before said meeting.

Section 3. QUORUM

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and motions and resolutions shall be passed if affirmatively voted upon by a majority of those voting at the time the vote is taken. If a member has a conflict of interest and may not vote they may not be counted towards a quorum.

Section 4. ADJOURNMENT

A quorum of the Board of Directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn until the time fixed for the next regular meeting of the Board of Directors. An adjourned meeting can consider only the business of the meeting which was adjourned. An adjourned meeting must be completed prior to the convening of a new meeting.

Section 5. PUBLIC MEETINGS

All meetings of the Board of Directors whether regular, special or adjourned, shall be open to the public in accordance with Government Code Sections 54950 through 54961, commonly known as the Ralph M. Brown Act provided, however, that the foregoing shall not be construed to prevent the Board of Directors from holding executive sessions to consider the appointment,

employment, promotion, demotion or dismissal of an employee or public officer, as the term is defined by law, or to hear complaints or charges brought against such officer or employee, to discuss labor negotiations, or to consult with legal counsel concerning litigation to which the District is a party, and prospective and probably litigation, as provided in Sections 54956.7 through 54957 of the Government Code. In addition, closed sessions may be held to discuss trade secrets as defined in Government Code Section 54956.7, and provided in Section 32106 of the Health and Safety Code. To the extent not in violation with the Ralph M. Brown Act or the California Public Records Act, and California Health and Safety Code Section 32155, any information and reports protected from discovery by California Evidence Code Section 1157 that are provided to the Board of Directors by the Medical Staff shall be presented and discussed in closed sessions, maintained as confidential and not released except as required by applicable laws.

Section 6.                    MINUTES

A book of minutes of all public meetings of the Board of Directors shall be kept at the principal office of the District and shall be open for public inspection upon request.

Section 7.                    SCOPE OF MOTIONS AND RESOLUTIONS

The decisions of the Board establishing general rules or procedures of the District and/or procedures affecting the Directors shall be by motion or resolution. All motions or resolutions become effective at the time voted upon affirmatively by a majority of the Directors voting at the time the vote is taken.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. OFFICERS

The officers of the Board of Directors of the Northern Inyo Healthcare District shall be a President, Vice President and a Secretary, a Treasurer, and “Member at Large”.

Section 2. ELECTION OF OFFICERS

- a) The officers of the Board of Directors shall be chosen every year by the Board of Directors at the December meeting of every calendar year; and each officer shall hold office for one year, or until a successor shall be elected and qualified, or until the officer is otherwise disqualified to serve.
- b) If an officer of the Board, other than the President, is unable to act, the Board may appoint some other member of the Board of Directors to do so, and such person shall be vested temporarily with all the functions and duties of the office.
- c) Any officer on the Board of Directors may resign at any time or be removed as a Board officer by the majority vote of the other Directors then in office at any regular or special meeting of the Board of Directors. In the event of a resignation or removal of an officer, the Board of Directors shall elect a successor to serve for the balance of that officer's unexpired term.

Section 3. DUTIES

- a) President: The Board of Directors shall elect one of their members to act as President. If at any time the President shall be unable to act, the Vice President shall assume office and perform the duties of the office. If the Vice President shall also be unable to act, then the Secretary/Treasurer shall assume the office and shall immediately conduct a Board election to appoint a President, and such person shall be vested temporarily with all the functions and duties of the President.

The President, or member of the Board of Directors acting as such, as above provided:

- (1) Shall preside over all meetings of the Board of Directors, and shall review all requested agenda items submitted to the President and the President & Chief Executive Officer pursuant to the Board's written policies;
  - (2) Shall sign as President on behalf of the District all instruments in writing that the President has been specifically authorized by the Board to sign;
  - (3) Shall act as the main liaison between the Board and management for communications and oversight purposes;
  - (4) Shall appoint or remove members of committees subject to approval by the Board of Directors.
  - (5) Shall have, subject to the advice and control of the Board of Directors, general responsibility for the affairs of the District and generally shall discharge all other duties which shall be required of the President by the Bylaws of the District.
- b) Vice President: The Vice President shall, in the event of death, absence, or other inability of the President, exercise all the powers and perform all the duties herein given to the President.
- c) Secretary:
- (1) The member of the Board who is elected to the position of Secretary shall act in this capacity for both the District and the Board of Directors;
  - (2) Shall be responsible for seeing that records of all actions, proceedings and minutes of meetings of the Board of Directors are properly kept and are maintained at the District offices;
  - (3) Shall serve, or cause to be served, all notices required either by law or these bylaws, and in the event of absence, inability, refusal or neglect to do so, such notices may be served by any person thereunto directed by the President of the Board of Directors of this District;
  - (4) Shall be responsible for seeing that the seal of this District is in safekeeping at the District and shall use it under the direction of the Board of Directors;
  - (5) Shall perform such other duties as pertains to the office and as are prescribed by the Board of Directors. The Secretary may delegate his or her duties to appropriate management personnel.



d) Member at Large: The Member at Large shall have all the powers and duties of the Secretary in the absence of the Secretary, and shall perform such other duties as may from time to time be prescribed by the Board of Directors.

e) Treasurer:

- (1) Shall have the responsibility for the safekeeping and disbursal of funds in the treasury of the District in accordance with the provisions of the "Local Healthcare District Law" and in accordance with resolutions, procedures and directions as the Board of Directors may adopt;
- (2) Shall receive monthly reports from management with respect to the financial condition of the District and shall present such reports to the Board of Directors as directed by the Board of Directors;
- (3) Shall perform such other duties as they pertain to this office and as prescribed by the Board of Directors. The Treasurer may delegate his or her duties to appropriate management personnel.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VI

COMMITTEES

Section 1. COMMITTEES

- a) The Board of Directors may sit as a Committee of the Whole on any and all matters, or may create such Standing Committees, ad hoc Committees, or task force Committees as are deemed appropriate.
- b) The duties of these committees shall be to develop and make policy recommendations to the Board and to perform such other functions as shall be stated in these bylaws or in the resolution or motion creating the committee. Each Standing Committee will include two Board members, one of whom shall act as President of the Standing Committee. The President and Board members of each Committee shall be appointed by the President of the Board and approved by the Board at the second meeting of January of each calendar year and shall serve for one year, or until a successor has been appointed and approved. Other members of each standing committee are automatically members with one year terms, or until a successor has been appointed and approved. The two Board members shall be the only voting members of each Standing Committee, unless otherwise provided for in these Bylaws.
- c) Special or ad hoc committees may be appointed by the President with the approval of the Board of Directors for such specific tasks as circumstances warrant. Special committees may consist only of Board members, or they may include individuals not on the Board. Voting rights on special committees shall be specified by the Board of Directors at the time the committee is created. No committee so appointed shall have any power or authority to commit the Board of Directors or the District in any manner; however, the Board may direct the particular committee to act for and on its behalf, by special vote.
- d) All committees shall keep minutes of each meeting and shall maintain their minutes at the District offices and shall submit reports to the Board as requested.
- e) Aside from committees upon which the President is appointed as a voting member, the President of the Board shall be an ex officio member of each committee, without being a voting member. The President shall be notified of all committee meetings.
- f) Standing committees of the Board of Directors as set forth below shall continue in existence until discharged by specific action of the Board of Directors:

1. Quality and Safety
2. Finance Committee
3. Governance Committee
4. Community Benefit Committee

Section 2.                    STANDING COMMITTEES

a) Quality and Safety Committee: The Board shall sit as a Committee of the Whole on all quality and safety issues, being advised by the President and Chief Executive Officer, the Medical Executive Committee, the Chief of Staff, and Medical Staff members from time to time. The Board shall:

- (1) Analyze data regarding safety and quality of care, treatment and services and establish priorities for performance improvement.
- (2) Oversee the Medical staff's fulfillment of its responsibilities in accordance with the Medical Staff Bylaws, applicable law and regulation, and accreditation standards.
- (3) Ensure that recommendations from the Medical Executive Committee and Medical Staff are made in accordance with the standards and requirements of the Medical Staff Bylaws, Rules and Regulations with regard to:
  - completed applications for initial staff appointment, initial staff category assignment, initial department/divisional affiliation, membership prerogatives and initial clinical privileges;
  - completed applications for reappointment of medical staff, staff category, clinical privileges;
  - establishment of categories of Allied Health Professionals permitted to practice at the hospital, the appointment and reappointment of Allied Health Professionals and privileges granted to Allied Health Professionals.
- (4) Provide a system for resolving conflicts that could adversely affect safety or quality of care among individuals working within the hospital environment.
- (5) Ensure that adequate resources are allocated for maintaining safety and quality care, treatment and services.
- (6) Analyze findings and recommendations from the Hospital's administrative review and evaluation activities, including system or process failures and actions taken to improve safety, both proactively and in response to actual occurrences.
- (7) Assess the effectiveness and results of the quality review, utilization review,

performance improvement, and risk management programs.

(8) Perform such other duties concerning safety and quality of care matters as may be necessary.

- b) Finance Committee: The Board shall sit as a Committee of the Whole on matters pertaining to the finances of the District and its oversight role pursuant to the JPA Agreement. The Finance Committee in consultation with the Chief Executive Officer and upon the recommendation of the Authority shall be responsible for reviewing, adopting, and monitoring the annual budget and, as appropriate, its long term capital expenditure plan. The Committee shall oversee retention of auditors and approve audits, and business plans pursuant to subsidiary organizations.
- c) Governance Committee: Members of this Committee shall include two representatives from the Board of Directors and the Chief Executive Officer. The two members of the Board of Directors shall be the only members of the Committee with voting privileges. The function of this Committee is to recommend amendments or changes to the District bylaws and Board policies. This Committee shall commence an on-going review of the Bylaws to ensure that the Bylaws are maintained current and consistent with the Board's and the District's functions and operations. This Committee shall also review the Board Policy Manual, at least every four years, and make recommendations to the Board on any additions or deletions of policies. The Committee shall also be responsible for development of a format for the evaluation of the Chief Executive Officer, and for the conduct of a periodic evaluation. This Committee shall also be responsible for developing a format and administering the Board of Directors' periodic self-evaluations. Such Board evaluation shall include an annual assessment of resolution of safety and quality issues and initiatives.
- d) Community Benefit Committee: The members of this Committee shall be two members of the Board of Directors. The Committee shall be assisted, as needed, by the Chief Executive Officer and the Director of Community and Government Affairs, along with any other staff or representatives designated by the Committee. The two members of the Board of Directors shall be the only members of the Committee with voting privileges. This Committee shall have general responsibility for development and implementation of an achievable Community Benefit Initiative, including identification of a process by which the initiative can be pursued, achieved, and sustained. The Committee will assess and marshal resources available to the District to advance the Initiative in a manner responsive to community health needs, prioritized based on a balance of need and outcome attainability, and, where helpful, in partnership with District and community stakeholders.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VII

CHIEF EXECUTIVE OFFICER

Section 1 GENERAL PROVISIONS

The Board of Directors shall have the authority to employ and discharge the Chief Executive Officer and shall specify the terms and conditions of the person's employment. The performance of the Chief Executive Officer will be evaluated on an annual basis by the Board of Directors based on performance criteria established from time to time by the Board of Directors.

The Chief Executive Officer shall be responsible for the overall management of the Hospital and District, and has the necessary and full authority to effect this responsibility subject to the Board's oversight, any policies and directives issued by the Board, and as called upon pursuant to the JPA Agreement. Chief Executive Officer is directly responsible to the Board of Directors and the Authority, for the management of the Hospital and all of its departments and activities.

Section 2. QUALIFICATIONS, DUTIES AND RESPONSIBILITIES

Qualifications, specific duties and responsibilities of the Chief Executive Officer shall be set forth in the appropriate section of the Policy Manual and any employment agreement with the Chief Executive Officer.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VIII

MEDICAL ADMINISTRATION IN THE HOSPITAL

Section 1. ESTABLISHMENT OF A MEDICAL STAFF

There shall be a Medical Staff for the Hospital established in accordance with the requirements of the Local Healthcare District Law (H. & Safety Code 32000, *et.seq.*), whose membership shall be comprised of all physicians, dentists and podiatrists who are duly licensed and privileged to admit and care for patients in the Hospital. The Board of Directors shall appoint the Medical Staff, which shall be an integral part of the Hospital. The Medical Staff derives its authority from the Board of Directors and shall function in accordance with the Medical Staff Bylaws, Rules and Regulations and Policies that have been approved by the Medical Staff and by the Board.

The Medical Staff shall be represented before the Board of Directors by the Chief of Staff or his/her designee and shall be afforded full access to the Board through the Board's regular meetings and committees as described herein. The Medical Staff, through its officers, department chiefs, and committees, shall be responsible and accountable to the Board of Directors for the discharge of those duties and responsibilities set forth in the Medical Staff's Bylaws, Rules and Regulations, and Policies, and as delegated by the Board of Directors from time to time.

Section 2. BYLAWS, RULES AND REGULATIONS

The Medical Staff is responsible for the development, adoption, and periodic review of the Medical Staff Bylaws and Rules and Regulations, consistent with these District Bylaws, applicable laws, government regulation, and accreditation standards. The Medical Staff Bylaws, Rules and Regulations and all amendments thereto, shall become effective upon approval by the Medical Staff and the Board of Directors.

Section 3. BOARD ACTION ON MEMBERSHIP AND CLINICAL PRIVILEGES

- (a) Medical Staff Responsibilities: The Medical Staff is responsible to the Board of Directors for the quality of care, treatment and services rendered to patients in the Hospital. The Board of Directors shall delegate to the Medical Staff the responsibility and authority to investigate and evaluate all matters relating to Medical Staff membership status, clinical privileges, and corrective action, except as

provided in Section 3(d). The Medical Staff adopt and forward to the Board or committee of the Board specific written recommendations, with appropriate supporting documentation, that will allow the Board of Directors to take informed action. When the Board of Directors does not concur with a Medical Staff recommendation, the matter shall be processed in accordance with the Medical Staff Bylaws and applicable law before the Board renders a final decision. The Board of Directors shall act on recommendations of the Medical Staff within the period of time specified in the Medical Staff Bylaws or Rules and Regulations, or if no time is specified, then within a reasonable period of time. However, at all times the final authority for appointment to membership on the Medical Staff of the Hospital remains the sole responsibility and authority of the Board of Directors.

- (b) Criteria for Board Action: The process and criteria for acting on matters affecting Medical Staff membership status and clinical privileges shall be as specified in the Medical Staff Bylaws.
- (c) Terms and Conditions of Staff Membership and Clinical Privileges: The terms and conditions of membership status in the Medical Staff, and the scope and exercise of clinical privileges, shall be as specified in the Medical Staff bylaws unless otherwise specified in the notice of individual appointment following a determination in accordance with the Medical Staff Bylaws.
- (d) Initiation of Corrective Action and Suspension: Where in the best interests of patient safety, quality of care, or the Hospital staff, and after consultation with the Chief of Staff, the Board of Directors shall have the authority to take any action that it deems appropriate with respect to any individual applying for or appointed to the Medical Staff or who is seeking or exercising clinical privileges or the right to practice in the Hospital. Action taken by the Board of Directors in such matters shall follow the procedures for corrective action outlined in the Medical Staff Bylaws, Rules and Regulations. The Board shall notify the Executive Committee immediately of any such action.

Chief Executive Officer may summarily suspend or restrict clinical privileges of any Medical Staff member where failure to take action may result in imminent danger to the health of any individual and when no person authorized to take such action by the Medical Staff is available, provided that the Chief Executive Officer has made reasonable documented attempts to contact the person or persons so authorized. A suspension by the Chief Executive Officer that has not been ratified by the Medical Executive Committee within two working days, excluding weekends and holidays, shall terminate automatically.

- (e) Fair Hearing and Appellate Procedures: The Medical Staff Bylaws shall establish fair hearing and appellate review mechanisms in connection with Staff recommendations for the denial of Staff appointments, as well as denial of reappointments, or the curtailment suspension or revocation of privileges. The

hearing and appellate procedures employed by the Board of Directors upon referral of such matters shall be consistent with the Local Healthcare District Law at Section 32150 *et. seq.* of the Health & Safety Code, and those specified in the Medical Staff Bylaws, Rules and Regulations to the extent not inconsistent therewith. Any doctor or other practitioner who feels aggrieved by any adverse recommendation or deprivation of Medical Staff status or clinical privileges shall be required, as a condition to exercising his or her right of appeal to the Board, to pursue his or her appeal through orderly channels of appeal and at the proper time and in the manner prescribed by the Bylaws and procedures of the Medical Staff of this hospital. When the Medical Staff has made its final ruling and decision concerning the appeal of any aggrieved doctor or practitioner in accordance with the Bylaws of the Medical Staff, and such doctor or practitioner then desires to appeal to the Board, he or she shall give notice in writing to the Hospital Administrator within ten (10) days next following the date of the entry of the final order of the Medical Staff. Said notices must state in substance the grievance made and complained of, and must be given in the time and manner herein specified, or the Board shall not take cognizance thereof except at its discretion. If said notice is so given within said time, then it shall be the duty of the Board to then consider such grievance in its entirety and render the decision of the Board in writing, and deliver a copy of its decision and findings to the aggrieved doctor or practitioner. Such decision shall be final.

The Medical Staff shall have the right to be heard, through its Chief of Staff or designee at meetings of the Board.

Section 4. ACCOUNTABILITY TO THE BOARD

The Medical Staff shall conduct and be accountable to the Board for conducting activities that contribute to the preservation and improvement of quality patient care and safety in the Hospital.

Section 5. DOCUMENTATION

The Board shall receive and act upon the findings and recommendations emanating from the activities required by Section 4. All such findings and recommendations shall be in writing and supported and accompanied by appropriate documentation upon which the Board can take appropriate action.

Section 6. COMPENSATED MEDICAL DIRECTOR POSITIONS

Compensated Medical Director positions shall be responsible to the Chief Executive Officer and the Medical Staff for documentation of activities related to their assignment. Compensated Medical Directors shall be approved by the Chief Executive Officer and for fit and compensation amount. Medical Staff may appoint Service Directors, the slate of Service Directors must be approved by the Board of Directors.



NORTHERN INYO HEALTHCARE DISTRICT


BYLAWS

ARTICLE IX

AMENDMENT

These Bylaws may be amended by affirmative vote of a majority of the total number of members of the Board of Directors at any regular or special meeting of the Board of Directors, provided a full statement of such proposed amendment shall have been sent to each Board member not less than forty-eight (48) hours prior to the meeting.

Affirmative action may be taken to amend these Bylaws by unanimous vote of the entire Board membership at any regular or special meeting of the Board of Directors, in which event the provision for forty-eight (48) hours notice shall not apply.

  
\_\_\_\_\_  
President, Board of Directors  
2/25, 2015

NORTHERN INYO HEALTHCARE DISTRICT  
BYLAWS

ADOPTED BY THE BOARD OF DIRECTORS  
NORTHERN INYO HEALTHCARE DISTRICT

REVISED AND ADOPTED IN CONFORMANCE WITH DIVISION 23, SECTION 32000 ET SEQ. OF THE CALIFORNIA HEALTH AND SAFETY CODE ON FEBRUARY 25, 2015

REVISED AND ADOPTED IN CONFORMANCE WITH DIVISION 23, SECTION 32000 ET SEQ OF THE CALIFORNIA HEALTH AND SAFETY CODE ON (date)

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

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NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE I

NAME, AUTHORITY, OFFICES,  
AND TITLE OF PROPERTY

Section 1. NAME

The name of this healthcare district, a political subdivision of the State of California, organization shall be the Northern Inyo Healthcare District, hereinafter "the District".

Section 2. AUTHORITY

- a) This District, having been established January 11, 1946, by vote of the residents of the District under the provisions of Division 23, Section 32000 et seq, of the Health and Safety Code of the State of California, otherwise known and referred to herein as "The Local Health Care District Law," and ever since said time having been operated thereunder, these bylaws are adopted in conformance therewith, and subject to the provisions thereof.
- b) In the event of any conflict between these bylaws and "The Local Health Care District Law," the latter shall prevail. To the extent they are not in conflict with these bylaws, the most recent edition of Robert's Rules of Order shall guide the proceedings of the District Board.

Section 3. OFFICES

The principal office for the transaction of business of the District is hereby fixed within the boundaries of the District as determined by the Board of Directors.

Section 4. TITLE OF PROPERTY

The title to all property of the District shall be vested in the District, and the signature of the and/or Secretary, or any officer designated by the Directors, as authorized at any meeting of the Directors, shall constitute the proper authority for the purchase or sale of property, or for the investment or other disposal of funds which are subject to the control of the District.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE II

PURPOSES AND SCOPE OF BYLAWS

Section 1. PURPOSES

The purposes of the Northern Inyo Healthcare District shall include, but not be limited to the following:

- a) Within available resources, to provide facilities and health services for quality acute and continued care of the injured and ill, including health maintenance and education, regardless of sex, race, creed, and cultural or national origin.
- b) To coordinate, wherever possible and feasible, the activities of the District with health agencies and other health facilities providing specialized as well as comprehensive care.
- c) To conduct educational and research activities essential to the attainment of its purposes.
- d) To do any and all other acts necessary to carry out the provisions of the Health Care District Act.

Section 2. SCOPE OF BYLAWS

- a) These bylaws shall govern the Northern Inyo Healthcare District, its Board of Directors and its relationship to affiliated or subordinate organizations. The primary purpose of these bylaws is to provide rules for the self-governance of the District and the Board of Directors, to provide a structure for the Board of Directors to fulfill its functions and responsibilities with respect to an organized self-governing Medical Staff, and to provide a structure for administration of the licensed healthcare inpatient and outpatient facilities operated by the District (specifically Northern Inyo Hospital, 1206 D and 1206 B clinics).
- b) The Board of Directors may delegate certain powers to the Authority of the Board's committees, the Medical Staff, and to other affiliated and subordinate organizations and groups governed by the District, such powers to be exercised in accordance with the respective bylaws or guidelines of such groups. All powers and functions not expressly delegated to such affiliated or subordinate organizations or groups are to be considered residual powers vested in the Board of Directors of this District.

- c) The Bylaws, Rules and Regulations of the Medical Staff and other affiliated and subordinate organizations and groups governed by the District, and any amendments to such bylaws, shall not be effective until the same are approved by the Board of Directors of the Northern Inyo Healthcare District. The provisions of these District bylaws shall be construed to be consistent with the Medical Staff's bylaws. Except that these Bylaws shall not conflict with the bylaws of the Medical Staff as approved by the Board of Directors, the Board of Directors may review these Bylaws and revise them, as it deems appropriate.

Section 3. NOT FOR PROFIT STATUS

There shall be no contemplation of profit or pecuniary gain, and no distribution of profits to any individual, under any guise whatsoever; nor shall there be any distribution of assets or surpluses to any individual on the dissolution of this District.

Section 4. DISPOSITION OF SURPLUS

Should the operation of the District result in a surplus of revenue over expenses during any particular period, such surplus may be used and dealt with by the Directors for charitable District purposes or for improvements hospital's facilities for the care of the sick, injured, or disabled, or for other purposes not inconsistent with the Local Health Care District Act, or these bylaws. The Board of Directors may authorize the disposition of any surplus property of the District by any method determined appropriate by the Board.

Section 5. INDEMNIFICATION

- (a) Any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he/she, his/her estate, or his/her personal representative is or was a Director, officer or employee of the District, or an individual (including a medical staff appointee) acting as an agent of the District, or serves or served any other corporation or other entity or organization in any capacity at the request of the District while acting as a Director, officer, employee or agent of the District shall be and hereby is indemnified by the District, as provided in Sections 825 *et.seq.* of the California Government Code.
- (b) Indemnification shall be against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred, as a result of any such action or proceeding, or any appeal therein, to the fullest extent permitted and in the manner prescribed by the laws of the State of California, as they may be amended from time to time, or such other law or laws as may be applicable to the extent such other law or laws is not inconsistent with

the law of California, including Sections 825 *et.seq.* of the California Government Code.

- (c) Nothing contained herein shall be construed as providing indemnification to any person in any malpractice action or proceeding arising out of or in any way connected with such person's practice of his or her profession.

Section 6. FISCAL YEAR

The fiscal year of the District shall commence on the first day of July and each year shall end on the last day of June of the each year.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE III

BOARD OF DIRECTORS

Section 1. ELECTION

The Board of Directors shall be elected as provided in "The Local Healthcare District Law," which shall also govern eligibility for election to the Board of Directors.

Section 2. POWERS

The Board of Directors shall have and exercise all the powers of a Healthcare District as set forth in the Healthcare District Act. Specifically, the Board of Directors shall be empowered as follows:

- a) To control and be responsible for the overall governance of the District, including the provision of management and planning.
- b) To make and enforce all rules and regulations necessary for the administration, government, protection and maintenance of hospitals and other facilities under District jurisdiction and to ensure compliance with all applicable laws.
- c) To appoint a Chief Executive Officer and to define the powers and duties of such appointee, and to delegate to such person overall responsibility for operations of the District, the Hospital, and affiliated entities as specified herein and consistent with Board of Directors' Policies. The Board shall also retain legal counsel and independent auditors, as needed for District and Hospital operations.
- d) To authorize the formation of other affiliated or subordinate organizations which they may deem necessary to carry out the purposes of the District.
- e) To periodically review and develop a strategic plan for the District and the Hospital.
- f) To determine policies and approve procedures for the overall operation and affairs of this District and its facilities according to the best interests of the public health and to assure the maintenance of quality patient care.
- g) To enter into Joint Powers Agreements with other public entities, and to carry out the District's responsibilities in regard to such Joint Powers Authority as prescribed by law.



- h) To evaluate the performance of the District and Hospital in relation to its vision, mission and goals.
- i) To provide for coordination and integration between the District and Hospital's leaders to establish policy, maintain quality care and patient safety, and provide for necessary resources.
- j) To be ultimately accountable for the safety and quality of care, treatment and services.
- k) All powers of the Board of Directors, which are not restricted by statute, may be delegated by an employment agreement, policies, and by direction of the Board to the Chief Executive Officer or to others employed by or with responsibilities to the District, to be exercised in accordance with that delegation.
- l) In the event of a vacancy in any Board office established by Article V of these Bylaws (Chair, Vice Chair, etc.), the Board of Directors shall select someone to fill such vacancy and to serve until the next regular election of officers, unless such person earlier resigns or is removed in accordance with said Article.
- m) To do any and all other act and things necessary to carry out the provisions of these bylaws or of the provisions of the Local Healthcare District Law.

Section 3. COMPENSATION

The Board of Directors shall serve without compensation except that the Board of Directors, by a majority vote of the members of the Board, may authorize payment not to exceed one hundred dollars (\$100) per meeting, or for each committee meeting or other meeting authorized by Board or Chair of the Board, and not to exceed five (5) meetings a month as compensation to each member of the Board of Directors, in accordance with Section 32103 of the California Health and Safety Code, as amended.

Each member of the Board of Directors shall be allowed his/her necessary traveling and incidental expenses incurred in the performance of official business of the District pursuant to the Board's policy.

Section 4. VACANCIES

Any vacancy upon the Board of Directors shall be filled by the methods prescribed in Section 1780 of the Government Code.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE IV

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS

The regular meetings of the Board of Directors of the Northern Inyo Healthcare District shall be held monthly, or as periodically determined by the Board, on such day and at such time as the Board of Directors shall from time-to-time establish by resolution and/or motion.

Section 2. SPECIAL MEETINGS

The Chair or three (3) Directors may call special meetings of the Board of Directors, and each member of the Board of Directors thereof shall receive notice of the holding at least twenty-four hours (24) before said meeting.

Section 3. QUORUM

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and motions and resolutions shall be passed if affirmatively voted upon by a majority of those voting at the time the vote is taken. If a member has a conflict of interest and may not vote they may not be counted towards a quorum.

Section 4. ADJOURNMENT

A quorum of the Board of Directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn until the time fixed for the next regular meeting of the Board of Directors. An adjourned meeting can consider only the business of the meeting, which was adjourned. An adjourned meeting must be completed prior to the convening of a new meeting.

Section 5. PUBLIC MEETINGS

All meetings of the Board of Directors whether regular, special or adjourned, shall be open to the public in accordance with Government Code Sections 54950 through 54961, commonly known as the Ralph M. Brown Act provided, however, that the foregoing shall not be construed to prevent the Board of Directors from holding executive sessions to consider the appointment,

employment, promotion, demotion or dismissal of an employee or public officer, as the term is defined by law, or to hear complaints or charges brought against such officer or employee, to discuss labor negotiations, or to consult with legal counsel concerning litigation to which the District is a party, and prospective and probably litigation, as provided in Sections 54956.7 through 54957 of the Government Code. In addition, closed sessions may be held to discuss trade secrets as defined in Government Code Section 54956.7, and provided in Section 32106 of the Health and Safety Code. To the extent not in violation with the Ralph M. Brown Act or the California Public Records Act, and California Health and Safety Code Section 32155, any information and reports protected from discovery by California Evidence Code Section 1157 that are provided to the Board of Directors by the Medical Staff shall be presented and discussed in closed sessions, maintained as confidential and not released except as required by applicable Laws.

Section 6. MINUTES

A book of minutes of all public meetings of the Board of Directors shall be kept at the principal office of the District and shall be open for public inspection upon request.

Section 7. SCOPE OF MOTIONS AND RESOLUTIONS

The decisions of the Board establishing general rules or procedures of the District and/or procedures affecting the Directors shall be by motion or resolution. All motions or resolutions become effective at the time voted upon affirmatively by a majority of the Directors voting at the time the vote is taken.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE V

OFFICERS AND THEIR DUTIES

Section I. OFFICERS

The officers of the Board of Directors of the Northern Inyo Healthcare District shall be a Chair, Vice Chair, a Secretary, a Treasurer, and a "Member at Large".

Section 2. ELECTION OF OFFICERS

- a) The officers of the Board of Directors shall be chosen every year by the Board of Directors at the December meeting of every calendar year; and each officer shall hold office for one year, or until a successor shall be elected and qualified, or until the officer is otherwise disqualified to serve.
- b) If an officer of the Board, other than the Chair, is unable to act, the Board may appoint some other member of the Board of Directors to do so, and such person shall be vested temporarily with all the functions and duties of the office.
- c) Any officer on the Board of Directors may resign at any time or be removed as a Board officer by the majority vote of the other Directors then in office at any regular or special meeting of the Board of Directors. In the event of a resignation or removal of an officer, the Board of Directors shall elect a successor to serve for the balance of that officer's unexpired term.

Section 3. DUTIES

- a) CHAIR: The Board of Directors shall elect one of their members to act as Chair. If at any time the Chair shall be unable to act, the Vice Chair shall assume office and perform the duties of the office. If the Vice Chair shall also be unable to act, then the Secretary shall assume the office and shall immediately conduct a Board election to appoint a Chair, and such person shall be vested temporarily with all the functions and duties of the Chair.

The Chair, or member of the Board of Directors acting as such, as above provided:

- (1) Shall preside over all meetings of the Board of Directors, and shall review all requested agenda items submitted to the Chair and Chief Executive Officer pursuant to the Board's written policies;
  - (2) Shall sign as Chair on behalf of the District all instruments in writing that the Chair has been specifically authorized by the Board to sign;
  - (3) Shall act as the main liaison between the Board and management for communications and oversight purposes;
  - (4) Shall appoint or remove members of committees subject to approval by the Board of Directors.
  - (5) Shall have, subject to the advice and control of the Board of Directors, general responsibility for the affairs of the District and generally shall discharge all other duties, which shall be required of the Chair by the Bylaws of the District.
- b) VICE CHAIR: The Vice Chair shall, in the event of death, absence, or other inability of the Chair, exercise all the powers and perform all the duties herein given to the Chair.
- c) SECRETARY:
- (1) The member of the Board who is elected to the position of Secretary shall act in this capacity for both the District and the Board of Directors;
  - (2) Shall be responsible for seeing that records of all actions, proceedings and minutes of meetings of the Board of Directors are properly kept and are maintained at the District offices;
  - (3) Shall serve, or cause to be served, all notices required either by law or these bylaws, and in the event of absence, inability, refusal or neglect to do so, such notices may be served by any person thereunto directed by the Chair of the Board of Directors of this District;
  - (4) Shall be responsible for seeing that the seal of this District is in safekeeping at the District and shall use it under the direction of the Board of Directors;
  - (5) Shall perform such other duties as pertains to the office and as are prescribed by the Board of Directors. The Secretary may delegate his or her duties to appropriate management personnel.

- d) MEMBER AT LARGE: The Member at Large shall have all the powers and duties of the Secretary in the absence of the Secretary, and shall perform such other duties as may from time to time be prescribed by the Board of Directors.
  
- e) TREASURER:
  - (1) Shall have the responsibility for the safekeeping and disbursal of funds in the treasury of the District in accordance with the provisions of the "Local Healthcare District Law" and in accordance with resolutions, procedures and directions as the Board of Directors may adopt;
  - (2) Shall receive monthly reports from management with respect to the financial condition of the District and shall present such reports to the Board of Directors as directed by the Board of Directors;
  - (3) Shall perform such other duties as they pertain to this office and as prescribed by the Board of Directors. The Treasurer may delegate his or her duties to appropriate management personnel

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VI

COMMITTEES

Section 1. COMMITTEES

- a) The Board of Directors may sit as a Committee of the Whole on any and all matters, or may create such Standing Committees, ad hoc Committees, or task force Committees as are deemed appropriate.
- b) The duties of these committees shall be to develop and make policy recommendations to the Board and to perform such other functions as shall be stated in these bylaws or in the resolution or motion creating the committee. Each Standing Committee will include two Board members, one of whom shall act as Chair of the Standing Committee. The Chair and Board members of each Committee shall be appointed by the Chair of the Board and approved by the Board at the January meeting of each calendar year and shall serve for one year, or until a successor has been appointed and approved. Other members of each standing committee are automatically members with one year terms, or until a successor has been appointed and approved. The two Board members shall be the only voting members of each Standing Committee, unless otherwise provided for in these Bylaws.
- c) Special or ad hoc committees may be appointed by the Chair with the approval of the Board of Directors for such specific tasks as circumstances warrant. Special committees may consist only of Board members, or they may include individuals not on the Board. Voting rights of special committees shall be specified by the Board of Directors at the time the committee is created. No committee so appointed shall have any power or authority to commit the Board of Directors or the District in any manner; however, the Board may direct the particular committee to act for and on its behalf, by special vote.
- d) All committees shall keep minutes of each meeting and shall maintain their minutes at the District offices and shall submit reports to the Board as requested.

Aside from committees upon which the Chair is appointed as a voting member, the Chair of the Board shall be an ex officio member of each committee, without being a voting member. The Chair shall be notified of all committee meetings.

e) Standing committees of the Board of Directors as set forth below shall continue in existence until discharged by specific action of the Board of Directors:

1. Quality and Safety
2. Finance Committee
3. Governance Committee
4. Community Benefit Committee

Section 2.                      STANDING COMMITTEES

a) **QUALITY AND SAFETY COMMITTEE:** The Board shall sit as a Committee of the Whole on all quality and safety issues, being advised by the Chair and Chief Executive Officer, the Medical Executive Committee, the Chief of Staff, and Medical Staff members from time to time. The Board shall:

- (1) Analyze data regarding safety and quality of care, treatment and services and establish priorities for performance improvement.
- (2) Oversee the Medical staff's fulfillment of its responsibilities in accordance with the Medical Staff Bylaws, applicable law and regulation, and accreditation standards.
- (3) Ensure recommendations from the Medical Executive Committee and Medical Staff are made in accordance with the standards and requirements of the Medical Staff Bylaws, Rules and Regulations with regard to:
  - Completed applications for initial staff appointment, initial staff category assignment, initial department/divisional affiliation, membership prerogatives and initial clinical privileges;
  - Completed applications for reappointment of medical staff, staff category, clinical privileges;
  - Establishment of categories of Advanced Practice Providers permitted to practice at the hospital, the appointment and reappointment of Advanced Practice Providers and privileges granted to Advanced Practice Providers.
- (4) Provide a system for resolving conflicts that could adversely affect safety or quality of care among individuals working within the District environment.
- (5) Ensure that adequate resources are allocated for maintaining safety and quality care, treatment and services.
- (6) Analyze findings and recommendations from the District and Hospital's administrative review and evaluation activities, including system or process failures and actions taken to improve safety, both proactively and in response to actual occurrences.



- (7) Assess the effectiveness and results of the quality review, utilization review, performance improvement, and risk management programs.
- (8) Perform such other duties concerning safety and quality of care matters as may be necessary.
- b) FINANCE COMMITTEE: The Board shall sit as a Committee of the Whole on matters pertaining to the finances of the District and its oversight role pursuant to the JPA Agreement. The Finance Committee in consultation with the Chief Executive Officer and upon the recommendation of the Authority shall be responsible for reviewing, adopting, and monitoring the annual budget and, as appropriate, its long term capital expenditure plan. The Committee shall oversee retention of auditors and approve audits, and business plans pursuant to subsidiary organizations.
- c) GOVERNANCE COMMITTEE: Members of this Committee shall include two representatives from the Board of Directors and the Chief Executive Officer. The two members of the Board of Directors shall be the only members of the Committee with voting privileges. The function of this Committee is to recommend amendments or changes to the District bylaws and Board policies. This Committee shall commence an on-going review of the Bylaws to ensure that the Bylaws are maintained current and consistent with the Board's and the District's functions and operations. This Committee shall also review the Board Policy Manual, at least every four years, and make recommendations to the Board on any additions or deletions of policies. The Committee shall also be responsible for development of a format for the evaluation of the Chief Executive Officer, and for the conduct of a periodic evaluation. This Committee shall also be responsible for developing a format and administering the Board of Directors' periodic self-evaluations. Such Board evaluation shall include an annual assessment of resolution of safety and quality issues and initiatives.
- d) COMMUNITY BENEFIT COMMITTEE: The members of this Committee shall be two members of the Board of Directors. The Committee shall be assisted, as needed, by the Chief Executive Officer, along with any other staff or representatives designated by the Committee. The two members of the Board of Directors shall be the only members of the Committee with voting privileges. This Committee shall have general responsibility for development and implementation of an achievable Community Benefit Initiative, including identification of a process by which the initiative can be pursued, achieved, and sustained. The Committee will assess and marshal resources available to the District to advance the Initiative in a manner responsive to community health needs, prioritized based on a balance of need and outcome attainability, and, where helpful, in partnership with District and community stakeholders.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VII

CHIEF EXECUTIVE OFFICER

Section 1 GENERAL PROVISION

The Board of Directors shall have the authority to employ and discharge the Chief Executive Officer and shall specify the terms and conditions of the person's employment. The Board of Directors based on performance criteria established from time to time by the Board of Directors will evaluate the performance of the Chief Executive Officer on an annual basis.

The Chief Executive Officer shall be responsible for the overall management of the Hospital and District, and has the necessary and full authority to effect this responsibility subject to the Board's oversight, any policies and directives issued by the Board, and as called upon pursuant to the JPA Agreement. Chief Executive Officer is directly responsible to the Board of Directors and the Authority, for the management of the District and the Hospital and all of its departments and activities.

Section 2. QUALIFICATIONS, DUTIES AND RESPONSIBILITIES

Qualifications, specific duties and responsibilities of the Chief Executive Officer shall be set forth in the appropriate section of the Policy Manual and any employment agreement with the Chief Executive Officer.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VIII

MEDICAL ADMINISTRATION IN THE HOSPITAL

Section 1. ESTABLISHMENT OF A MEDICAL STAFF

There shall be a Medical Staff for the Hospital established in accordance with the requirements of the Local Healthcare District Law (H. & Safety Code 32000, *et.seq.*), whose membership shall be a prerequisite to the exercise of clinical privileges at the Hospital, except as otherwise specifically provided in the Medical Staff Bylaws. The Board of Directors shall appoint the Medical Staff, which shall be an integral part of the Hospital. The Medical Staff derives its authority from the Board of Directors and shall function in accordance with the Medical Staff Bylaws, Rules and Regulations and Policies that have been approved by the Medical Staff and by the Board.

The Medical Staff shall be represented before the Board of Directors by the Chief of Staff or his/her designee and shall be afforded full access to the Board through the Board's regular meetings and committees as described herein. The Medical Staff, through its officers, department chiefs, and committees, shall be responsible and accountable to the Board of Directors for the discharge of those duties and responsibilities set forth in the Medical Staff's Bylaws, Rules and Regulations, and Policies, and as delegated by the Board of Directors from time to time.

Section 2. BYLAWS, RULES AND REGULATIONS

The Medical Staff is responsible for the development, adoption, and periodic review of the Medical Staff Bylaws and Rules and Regulations, consistent with these District Bylaws, applicable laws, government regulation, and accreditation standards. The Medical Staff Bylaws, Rules and Regulations and all amendments thereto, shall become effective upon approval by the Medical Staff and the Board of Directors.

Section 3. BOARD ACTION ON MEMBERSHIP AND CLINICAL PRIVILEGES

- (a) Medical Staff Responsibilities: The Medical Staff is responsible to the Board of Directors for the quality of care, treatment and services rendered to patients in the Hospital. The Board of Directors shall delegate to the Medical Staff the responsibility and authority to investigate and evaluate all matters relating to Medical Staff membership status, clinical privileges, and corrective action, except as

provided in Section 3(d). The Medical Staff adopt and forward to the Board or committee of the Board specific written recommendations, with appropriate supporting documentation, that will allow the Board of Directors to take informed action. When the Board of Directors does not concur with a Medical Staff recommendation, the matter shall be processed in accordance with the Medical Staff Bylaws and applicable law before the Board renders a final decision. The Board of Directors shall act on recommendations of the Medical Staff within the period of time specified in the Medical Staff Bylaws or Rules and Regulations, or if no time is specified, then within a reasonable period of time. However, at all times the final authority for appointment to membership on the Medical Staff of the Hospital remains the sole responsibility and authority of the Board of Directors.

- (b) Criteria for Board Action: The process and criteria for acting on matters affecting Medical Staff membership status and clinical privileges shall be as specified in the Medical Staff Bylaws.
- (c) Terms and Conditions of Staff Membership and Clinical Privileges: The terms and conditions of membership status in the Medical Staff, and the scope and exercise of clinical privileges, shall be as specified in the Medical Staff bylaws unless otherwise specified in the notice of individual appointment following a determination in accordance with the Medical Staff Bylaws.
- (d) Initiation of Corrective Action and Suspension: Where in the best interests of patient safety, quality of care, or the Hospital staff, and after consultation with the Chief of Staff, the Board of Directors shall have the authority to take any action that it deems appropriate with respect to any individual applying for or appointed to the Medical Staff or who is seeking or exercising clinical privileges or the right to practice in the Hospital. Action taken by the Board of Directors in such matters shall follow the procedures for corrective action outlined in the Medical Staff Bylaws, Rules and Regulations. The Board shall notify the Executive Committee immediately of any such action.

Chief Executive Officer may summarily suspend or restrict clinical privileges of any Medical Staff member where failure to take action may result in imminent danger to the health of any individual and when no person authorized to take such action by the Medical Staff is available, provided that the Chief Executive Officer has made reasonable documented attempts to contact the person or persons so authorized. A suspension by the Chief Executive Officer that has not been ratified by the Medical Executive Committee within two working days, excluding weekends and holidays, shall terminate automatically.

- (e) Fair Hearing and Appellate Procedures: The Medical Staff Bylaws shall establish fair hearing and appellate review mechanisms in connection with Staff recommendations for the denial of Staff appointments, as well as denial of reappointments, or the curtailment suspension or revocation of privileges. The

hearing and appellate procedures employed by the Board of Directors upon referral of such matters shall be consistent with the Local Healthcare District Law at Section 32150 *et. seq.* of the Health & Safety Code, and those specified in the Medical Staff Bylaws, Rules and Regulations to the extent not inconsistent therewith. Any doctor or other practitioner who feels aggrieved by any adverse recommendation or deprivation of Medical Staff status or clinical privileges shall be required, as a condition to exercising his or her right of appeal to the Board, to pursue his or her appeal through orderly channels of appeal and at the proper time and in the manner prescribed by the Bylaws and procedures of the Medical Staff of this hospital. When the Medical Staff has made its final ruling and decision concerning the appeal of any aggrieved doctor or practitioner in accordance with the Bylaws of the Medical Staff, and such doctor or practitioner then desires to appeal to the Board, he or she shall give notice in writing to the Chief Executive Officer within ten (10) days next following the date of the entry of the final order of the Medical Staff. Said notices must state in substance the grievance made and complained of, and must be given in the time and manner herein specified, or the Board shall not take cognizance thereof except at its discretion. If said notice is so given within said time, then it shall be the duty of the Board to then consider such grievance in its entirety and render the decision of the Board in writing, and deliver a copy of its decision and findings to the aggrieved doctor or practitioner. Such decision shall be final.

The Medical Staff shall have the right to be heard, through its Chief of Staff or designee at meetings of the Board.

Section 4. ACCOUNTABILITY TO THE BOARD

The Medical Staff shall conduct and be accountable to the Board for conducting activities that contribute to the preservation and improvement of quality patient care and safety in the Hospital.

Section 5. DOCUMENTATION

The Board shall receive and act upon the findings and recommendations emanating from the activities required by Section 4. All such findings and recommendations shall be in writing and supported and accompanied by appropriate documentation upon which the Board can take appropriate action.

Section 6. COMPENSATED MEDICAL DIRECTOR POSITIONS

Compensated Medical Director positions shall be responsible to the Chief Executive Officer and the Medical Staff for documentation of activities related to their assignment. Compensated Medical Directors shall be approved by the Chief Executive Officer for fit and compensation amount. Medical Staff may appoint Service Directors; the slate of Service Directors must be approved by the Board of Directors.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE IX

AMENDMENTS

These Bylaws may be amended by affirmative vote of a majority of the total number of members of the Board of Directors at any regular or special meeting of the Board of Directors, provided a full statement of such proposed amendment shall have been sent to each Board member not less than forty-eight (48) hours prior to the meeting.

Affirmative action may be taken to amend these Bylaws by unanimous vote of the entire Board membership at any regular or special meeting of the Board of Directors, in which event the provision for forty-eight (48) hours notice shall not apply.



# Public Notice

## REQUEST FOR PROPOSALS (RFP)

### GENERAL COUNSEL LEGAL SERVICES

**Release Date:** October 16, 2019

**Deadline for Submission:** December 31, 2019

**Contact person:** Sandy Blumberg, Executive Assistant

150 Pioneer Ln, Bishop, CA 93514

**Northern Inyo Healthcare District RFP for General Counsel Legal Services**

**REQUEST FOR PROPOSALS**

**GENERAL COUNSEL LEGAL SERVICES**

**RELEASE DATE:** October 16, 2019

**CLOSING DATE:** Proposals must be received as a PDF document via E-mail by Thursday, December 31, 2019 by 3:30 PM.

**CONTACT PERSON:** Sandy Blumberg, Executive Assistant

E-mail: [sandy.blumberg@nih.org](mailto:sandy.blumberg@nih.org)

Direct: (760) 873-2838 Phone

Northern Inyo Healthcare District

150 Pioneer Ln., Bishop, CA 93514

**MORE INFO About the District Please Visit: [NIH.ORG](http://NIH.ORG)**

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## **THE DISTRICT**

From the time settlers first occupied the Owens Valley until the 1920s, babies were born at home. The sick and elderly were treated by those who could provide nursing care in the community or were taken 200-300 miles to find a hospital or medical expert. During the infamous Water Wars, the City of Los Angeles owned more than 80% of the real estate in this area, which eventually led to a surplus of large vacant homes. Doctors and nurses in our community were able to acquire the use of such buildings for hospital facilities through the generosity of DWP, however the space and design challenges one faces while utilizing a house for a hospital pushed the issue for adequate health care facilities in 1944.

At this time, Dr. Bambauer, a Rotarian, was operating a small hospital of this nature on the corner of Grove and Fowler streets. This facility was in danger of closing due to financial hardships and was too small to service the needs of the community. The Bishop Rotary Club hosted a meeting to address the issue, which resulted in a committee of 11 citizens charged with addressing the threat of Dr. Bambauer's facility closing and securing adequate facilities for our growing community. This committee gave way to the incorporation of the Bishop Community Hospital and formed a Board of Directors. Collectively, our community raised \$5.5 million dollars to help support the expenses incurred by the hospital. It became clear that the hospital would need on-going financial support to continue to service the needs of this



remote and very rural community. The board decided to form a Hospital District, in order to support the hospital through local tax dollars; the only problem was Hospital Districts did not yet exist.

The visionary board members of the Bishop Community Hospital were instrumental in securing passage of Act S.B. 586, which authorized the legal formation of Hospital Districts in the state of California. In January of 1946, the Northern Inyo County Local Hospital District was formed under the Local Hospital District Law, a division of the Health and Safety Code of the State of California and became the first Hospital District in California. Around the same time, the U. S. Government had abandoned the Japanese Relocation Center at Manzanar; by October of 1946, the Northern Inyo County Local Hospital District had purchased all of the hospital equipment from the Manzanar facility (for \$14,000) and had leased the 18 bed infirmary building at the Bishop Airport. In November of 1946, negotiations had begun for the purchase of the present site of Northern Inyo Hospital. On December 5, 1946, the Northern Inyo County Local Hospital District took over operations of the Bishop Community Hospital. The district was able to gain state and federal funding to help build a new facility (Northern Inyo Hospital), and construction started September 1, 1948. Doctors and nurses began caring for community members at the Northern Inyo Hospital upon its completion in October of 1949.

By 1968, the Northern Inyo Hospital had gained an Acute Care Unit, and a major addition including a lobby, patient rooms, two operating rooms, labor and delivery rooms, emergency treatment facilities and new areas for x-ray, laboratory and pharmacy. In 1981, advances in critical care medicine were met with the opening of the new ICU/CCU wing. Northern Inyo County Local Hospital District has weathered many challenges over the decades: changing from tax based funding for acute care to insurance companies, Medicare, Medicaid, and MediCal; increases in managed care; and increased outpatient services. Yet despite all of these challenges, the district has flourished due to the diligent leadership exhibited both in the hospital and the community. The district, hospital administration and the community have been dedicated to supporting and operating the Northern Inyo Hospital for over 50 years, while managing to expand the auxiliary health care services available to the community through philanthropic and grant based activities.



The Northern Inyo Healthcare District went through a major transformation in 2012. Now completed the entire 9 acre hospital campus now conforms to rigorous earthquake safety standards and now houses some of the most state of art medical equipment in the area.

**Above information may be found at <https://www.nih.org/about-the-district>**

## **INTRODUCTION**

The Board of Directors of the Northern Inyo Healthcare District (NIHD) invites interested firms with a minimum often (10) years of California local government experience to submit written proposals to provide General Counsel legal services.

**Firms are invited to submit proposals for: 1) the full range of legal services, including: general government practices. NIHD may opt to contract with one legal firm for all legal services, or multiple services.**

As General Counsel, the selected law firm(s) will be expected to provide a wide range of legal services to the District. The law firm(s) is/are selected by the Board of Directors, and will work closely with the CEO and District staff as directed by the Board or CEO of NIHD.

## **SCOPE OF SERVICES REQUESTED**

The anticipated services will include, but are not limited to, the following:

- (a)** Represent and advise the Board of Directors and other agencies for which the Board of Directors serve as the governing body and all District Officers in all matters of law pertaining to their offices.
- (b)** Represent and appear for any District Officer and/or employee or any former District Officer and/or employee in legal proceedings in which any such officer or employer is entitled by law to representation furnished by the District.
- (c)** Attend/or phone in (as requested by the Board or CEO) regular meetings of the Board of Directors and special meetings when called and provide legal advice and opinion as requested by the Board of Directors, CEO or staff. Note—Generally, legal counsel does not attend regular or special Board Meetings unless requested to do so or there is an issue requiring legal counsel attendance. However the attendance/phone-in may change and become required.
- (d)** To be promptly available for telephone consultation and to render written opinions on given issues related to District business in a timely manner.
- (e)** Approve the form and content of Board of Directors reports, District contracts and all performance bonds, certificates of insurance and like documents tendered to the District on a requested basis.
- (f)** Prepare/review all Ordinances, Resolutions, Contracts, Deeds, Leases, and all other legal documents as requested by the Board, CEO, or designee.
- (g)** Provide recommendation and advice when requested by the Board of Directors

pertaining to the retention of and employment of outside law specialists in complex and important matters in which the District may be involved.

**(h)** Investigate all claims and complaints by or against the District and prepare civil cases and act as trial counsel as required and requested by the Board of Directors or CEO.

**(i)** Review citations for violations of District ordinances in accordance with criminal/civil law and procedures; prepare and try infractions, misdemeanors, and ordinance violations as required and requested by the Board or CEO.

**(j)** Prepare extended legal opinions of a complex nature as requested by the Board of Directors or General Manager.

**(k)** Generally oversee and manage the legal affairs of the District and ensure that the policies, programs, and activities of the District and its employees and agents are carried out in compliance with all applicable law and that the best interests of the District are otherwise protected to the fullest extent possible.

**(l)** Work with existing legal counsel which specializes in healthcare related areas as needed.

The law firm(s) selected by NIHD shall provide the full normal range of services of the General Counsel and/or Employment Practices legal counsel as described above. Among other things, the General Counsel shall have expertise on the Ralph M. Brown Act (California Government Code section 54952 et seq.), the California Public Records Act (Govt. Code section 6200 et seq.), California conflict of interest law (Govt. Code section 1090), the Political Reform Act of 1974 (Govt. Code section 81000 et seq.), the California Tort Claims Act (Govt. Code section 815 et seq.), and the federal Americans with Disabilities Act.

The law firm(s) selected by NIHD shall establish and maintain services to the District in case of their unavoidable absence through temporary legal services satisfactory to the District. The General Counsel legal counsel will provide the District with education and in-service seminars as mutually agreed to maintain a level of education among Northern Inyo Healthcare District for General Counsel the Board of Directors members, staff and management in order, to the fullest extent possible, to increase the knowledge of District staff and Board Members, and to reduce liability.

Attendance at Board of Directors meetings is on a requested or as-needed basis only, and the Board of Directors, generally meets once per month, on the third Wednesday of each calendar month. When attendance is requested, the General Counsel may be asked to attend closed sessions and study sessions (Closed Session may be held prior to or after open sessions; Study Sessions are generally held during the regular open session, or on the rare occasion, may be held prior to a regular or special Board meeting). The District does not require regular office hours, but expects the law firm(s) selected by NIHD to be available to attend meetings in person or remotely (via video, web-streaming or teleconference) if

needed. Generally, the General Counsel and/or Employment Practices does not attend the District's weekly senior staff meetings.

Prior to initiation of any work, the District may request a written statement of the estimated cost of the work.

### **RFP RESPONSE FORMAT**

The RFP respondent shall submit an electronic copy (PDF format) of the RFP response with all of the information requested. In order to simplify the proposal evaluation process, the District is seeking RFP responses in the following format:

**\*Important--Please submit your RFP responses with section breaks/cover pages corresponding to the lettered items in the section below.**

### **PROPOSAL FORM AND CONTENT**

#### **A. Proposal Submittal**

All pages of the proposal must be numbered consecutively. The proposal must be organized in accordance with the list of proposal contents. The proposal must provide specific and succinct responses to all questions and requests for information.

Respondents must include the following items in their proposals addressing the Scope of Services above. Proposals and the fee schedule must be valid and binding for 120 days following the proposal due date, and may become part of the agreement with the District.

#### **B. Letter of Transmittal**

Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include name, address, telephone number (cell phone number preferred but not required) and e-mail address of the Respondent submitting the proposal. In addition, the name, title, address, telephone number, and e-mail address of the person or persons who are authorized to represent the Respondent and to whom correspondence should be directed shall be included. An unsigned proposal is grounds for rejection.

#### **C. Table of Contents**

Include a clear identification of the submitted material by section and by page number.

#### **D. Summary**

Introduce the proposal and summarize the key provisions of the proposal. Based on your firm's expertise and qualifications, explain why your firm is best suited to provide the services

described herein.

### **E. Statement of Understanding**

Include a detailed statement of understanding of the legal services to be provided. If there are services listed in this RFP that the Respondent will not be able to provide, please be certain to address such in your response.

### **F. Background and Experience**

1. Official name and address and specify the type of entity (partnership, LLC, corporation, etc.).
2. Describe the firm's background and history, including the number of years in practice. Describe in detail the firm's water, public agency and/or employment practices legal services expertise.
3. List the location of office(s) that would serve the Citrus Heights Water District. Note—This is a statewide recruitment, and all qualifying firms are invited to submit proposals.
4. Provide an organization chart and staffing plan identifying key personnel, related lines of authority and responsibility of those team members who will provide the services described in this RFP.

### **G. Approach to Legal Services**

1. Describe your view of the role of the General Counsel.
2. Describe how the firm would keep the District informed about the status of litigation and other legal matters.
3. Provide your best example of a written communication to a governing body about a legal issue, prepared within the past 5 years and not to exceed 6 pages, in which options are explained and a recommendation is given.
4. Describe how you track and manage legal fees and costs.
5. Describe how you would proactively advise the District about legal developments or issues of concern, without being asked. If you use Newsletters, News Briefs, emails, or other communications, please describe the general content and frequency of publication.
6. Describe the computer resources currently utilized within your office. The District utilizes Microsoft Office software, including Word for Windows word-processing software, and requires its contractors to use a compatible version of the Microsoft Office suite

for all files provided electronically to the District. The District currently provides electronic agenda files to the General Counsel and has a wireless internet network available in the District Board Meeting Room.

7. Please list relevant specialty services your firm does not provide. Such might include employee relations/human resources; civil rights/voting rights; or water utility/enterprise finance. For any specialty services your firm does not directly provide, describe how you propose the District would receive such services. Options may include but are not limited to: separate agreement(s) between the District and a specialty services firm selected by the District where the contract is administered by District; separate agreement(s) between the District and a specialty services firm selected by the District where the contract is administered by Respondent for the District; or a specialty services firm subcontract to Respondent. Except as noted in the next paragraph, you are not required to address who would provide such relevant specialty services, just how such services are proposed to be provided.

#### **I. References and Potential Conflicts of Interest**

1. Provide contact information for five public water agency (preferred) or other local government agency clients for which services have been provided by the proposed General Counsel and Assistant General Counsel in the last five years, so reference checks can be conducted. Please include the contact person's name, agency, phone and email address.

2. List all public clients within the Inyo, Mono, Kern county areas for whom your firm currently provides services under a fee for services basis or on a retainer basis and indicate the services provided. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.

3. For the person proposed as General Counsel, list all public clients that person presently represents as General Counsel, Deputy General Counsel, or Assistant General Counsel, along with the meeting dates and times for each governing body.

4. List all private clients of your firm that could potentially pose a conflict of interest while representing the District.

5. Identify all situations in the last five years in which your firm represented a public entity in a litigated or administrative proceeding and the decision or outcome was adverse to that public entity.

Similarly, please identify all situations within the last five years in which your firm represented a public entity in a litigated or administrative proceeding and the decision or outcome was beneficial to the public entity.

6. If, within the past 10 years the firm, or any of the attorneys employed by the firm has been sued by a District or other local public agency for legal malpractice, been the subject of a legal malpractice claim, been the subject of a complaint filed with the State Bar, or received discipline imposed by the State Bar, please describe in detail the circumstances of said suit, claim, complaint or discipline.

#### **J. Compensation and Reimbursement**

For the first eighteen (18) months of service, requests a “Fee-for-Services/hourly billing methodology. Respondent shall identify the applicable hourly rates and list all known non-labor/other direct costs. District will reimburse non-labor/other indirect costs at Respondent’s actual/documented cost. If Respondent proposes to utilize a subcontractor for rendering of any legal services, it shall identify applicable hourly rates and all known non-labor/other direct costs incurred in such subcontracted legal services.

Respondent shall provide the same assurances of the competence of subcontractors as it does with respect to itself, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others without the prior consent of the District. The District will not provide compensation for any administrative overhead incurred in supervising the work of a subcontractor.

The District may accept and incorporate the proposed fee schedule as part of the award/agreement process without further negotiations or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing. The selected Respondent shall receive no compensation for travel expenses to District. The District anticipates that the General Counsel Legal Services Agreement which may be awarded through this RFP process will be an evergreen agreement with a thirty (30) day termination provision.

The Respondent shall identify how it proposes to be considered for rate increases and at what intervals. After the initial eighteen (18) month period, the District and legal firm(s) selected by CHWD may wish to negotiate a new billing arrangement based upon a monthly flat fee, defining which services would be included in the monthly retainer and which services would fall outside a monthly retainer.

#### **K. Agreement**

At the conclusion of the initial evaluation process, negotiations between the District and the selected Respondent for a contract will proceed. If the District engages a Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated and the District may elect to contact another Respondent. This sequence may continue until an agreement is reached.

The District contemplates entering into a legal services contract containing its standard terms and conditions which will include specific standards for the firm's billing of costs and services. The contract will also set forth requirements for the scrupulous exercise of good billing judgment, billing documentation, and insurance requirements.

The contract will contain an express provision that in the event of any dispute concerning any matter regarding the agreement, each party agrees to bear its own attorney's fee.

In addition, the contract will require that the Agreement be governed by California law, without regard to conflict of laws principles, and that venue for any dispute be in Inyo County.

#### **L. Additional Information**

In this section, provide any other information that the Respondent believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed legal services. You may use this section to address those aspects of your services that distinguish your firm from other firms.

### **THE SELECTION PROCESS**

The Board or CEO will potentially make contact with potential candidates for an in-person or phone interview.

The board will review candidates to determine the best candidate to represent the District. This process may or may not include the use of a Board appointed ad hoc committee, and/or a mix of other District staff.



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**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
REGARDING REIMBURSEMENT EXPENDITURES**

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**DEFINITION OF TERMS**

In this resolution:

“*District*” means Northern Inyo Healthcare District, a California Special District.

“*Project*” means:

- (i) the acquisition of land related to any of the following described construction projects;
- (ii) the construction of a health care facility to include the Northern Inyo Rural Health Clinic and replace other outdated facilities for the care our outpatients;
- (iii) the construction of a replacement facility at this District’s existing site located at 153 Pioneer Lane;
- (iv) site preparation and similar costs incident to commencement of the above-described construction projects;
- (v) the acquisition and installation of equipment for this District’s facilities, including the new projects described above; and
- (vi) architectural, engineering, surveying, soil testing, reimbursement bond issuance and similar costs that are incurred prior to the commencement of the activities described in this paragraph.

**BACKGROUND OF RESOLUTION**

This District is pursuing the Project. On an interim basis, until other financing for the Project is obtained, this District intends to pay all or a portion of the costs of the Project from funds available to it. Those funds, however, are not available for that purpose on a permanent basis. This District intends, therefore, to reimburse itself from the proceeds of reimbursement obligations or bonds to be issued on its behalf for the amounts which it has paid. It is the purpose of this resolution to formally state that intention.

**RESOLVED**

1. Intention to Reimburse. This District declares its intention to reimburse itself for expenditures relating to the Project which it pays with its own funds. This District expects the reimbursement to be funded with the proceeds of reimbursement obligations or bonds to be issued on its behalf with respect to the Project. This District does not expect the aggregate principal amount of the obligations or bonds to be issued for the purpose of reimbursing the District for costs of the Project to exceed \$XX,000,000. This District acknowledges that any such reimbursement must be made not later than eighteen months after the later of the date on which the expenditure to be reimbursed is paid or the date on which the property for which the

reimbursement is made is placed in service or abandoned, but in no event more than three years after the date on which the expenditure to be reimbursed was paid. Each of the costs to be reimbursed is of a type that is properly chargeable to a capital account, or would be chargeable to a capital account with a proper election to do so, or is a cost of issuance for a bond.

2. Reasonableness. This District's expectation to reimburse itself for costs of the Project which it pays before the reimbursement bonds are issued is reasonable. This District does not have a pattern of failing to reimburse itself for expenditures which it has made and with respect to which resolutions similar to this resolution have been adopted. The funds applied to the temporary payment of the costs of the Project are needed on a long-term basis for other purposes and are not, therefore, available for the permanent payment of Project costs. No other funds of this District are reserved or otherwise set aside for the payment of costs of the Project for which reimbursement is expected.

ADOPTED: \_\_\_\_\_, 20\_\_

Witnessed by: \_\_\_\_\_

Secretary, Northern Inyo Health Care District

Date: \_\_\_\_\_



## Medical Staff Services

Department: Medical Staff Administration  
 Pillars of Excellence: FY July 1, 2019-June 30, 2020  
 1<sup>st</sup> quarter

Indicator	Baseline	Goal	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	YTD
			2018	2019	2019	2019	
			Q2	Q3	Q4	Q1	
<b>Service</b>							
1. Customer satisfaction							
a. Average Credentialing TAT (from receipt of complete application)	12 days	<21 days	16 d	12 d	7 d	19 d	13 d
b. Average Privileging TAT (from receipt of complete application)	30 days	<60 days	35 d	39 d	42 d	35 d	38 d
c. Percent on-time start	95%	100%	86%	46%	100%	100%	81%
2. Application times							
a. Average time for any application materials to be returned	18 days	<14 days	17 d	19 d	14 d	20 d	18 d
b. Average time for <u>complete</u> application to be returned	37 days	<45 days	23 d	28 d	33 d	69 d	39 d
<b>Quality</b>							
1. Credentialing/Privileging							
a. Percent processed within time frame specified in bylaws	100%	100%	100%	91%	100%	100%	97%
b. Percent of applicants granted temporary/expedited privileges	39%	<33%	57%	36%	33%	67%	48%
<b>People</b>							
1. Active Staff	41	N/A	39	42	42	40	
2. All Medical Staff Members and Allied Health Professionals (+ tele)	106	N/A	105	109	108	110	
3. Locums/Temporary Staff	23	N/A	6	9	12	10	
4. Resignations	13	N/A	4	4	5	8	
<b>Finance</b>							
1. Total initial applications processed	62/year	N/A	7	11	9	9	36
2. Number of locum tenens applications	19/year	N/A	3	5	4	3	15
3. Number of applications abandoned/discontinued	5/year	N/A	2	1	4*	0	7

\*4 discontinued and an additional 4 placed on hold until further notice

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



**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: NIHD Board of Directors  
FROM: William Timbers, MD, Chief of Medical Staff  
DATE: October 1, 2019  
RE: Medical Executive Committee Report

The Medical Executive Committee met on this date. Following careful review and consideration, the Committee agreed to recommend the following to the NIHD Board of Directors:

- A. Policies and Procedures (*action item*)
  - 1. *Medical Screening Examination of the Obstetrical Patient*
  - 2. *Care and Donning of a Powered Air Purifying Respirator*
  - 3. *Access to Medications in the Absence of a Pharmacist*
  - 4. *Pharmacist Clinical Interventions*
  - 5. *Drug Orders*
  
- B. District-Wide Quality Assurance and Performance Improvement (QAPI) Plan - FY 2020 (*action item*)
  
- C. Chief Medical Officer update
  
- D. Physician recruitment update (*information item*)

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Medical Screening Examination of the Obstetrical Patient	
Scope: Perinatal	Manual: Perinatal
Source: RN Manager Perinatal Services	Effective Date: 6/15/18

**PURPOSE**

To outline the methodology for the medical screening examination of the obstetric patient by the RN.

**POLICY**

1. It is the policy of Northern Inyo Healthcare District that all pregnant women 20 weeks or greater presenting to the obstetrical department for care will receive a Medical Screening Examination by a Registered Nurse with demonstrated competency in this standardized procedure, when requested and without discrimination and regardless of their ability to pay.
2. Registered Nurses shall demonstrate competency in the Medical Screening Examination on an annual basis following this Standardized Procedure.

**PROCEDURE**

1. Experience and educational requirements of the RN:
  - a. Current California Registered Nurse (RN) license
  - b. Current NRP and BLS certifications
  - c. Successful completion of annual antepartum and intrapartum continuing education per department requirements
  - d. Completion of electronic fetal monitoring program (Intermediate or Advanced Fetal Monitoring).
2. Method of initial and continued evaluation of competence:
  - a. Initial Evaluation
    - i. Successfully complete at least two (2) different obstetric patient medical screening examinations under the observation of a LIP or nurse preceptor.
    - ii. A qualified “nurse preceptor” is a RN who may validate the competency of another RN to perform this procedure. A nurse preceptor must have completed at least five (5) obstetric patient medical screening examinations.
    - iii. Determined competency must be documented on the Medical Screening Examination of Obstetric Patient Competency Validation Tool.
  - b. Ongoing Evaluation
    - i. Annual competency validation to be performed by successfully completing one obstetric patient Medical Screening Exam.
3. Maintenance of Records of those authorized in Standardized Procedure
  - a. A list of RN’s competent to perform this standardized procedure is maintained with the Chief Nursing Officer and is updated annually.
4. Settings where Standardized Procedure may be preformed
  - a. The Medical Screening Exam may take place in the Perinatal Department or the Emergency Department if necessary.
5. Standardized Procedure
  - a. Circumstances under which Standardized Procedure may be performed:
    - i. A pregnant women 20 weeks or greater presenting to Northern Inyo Hospital for care.

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Medical Screening Examination of the Obstetrical Patient	
Scope: Perinatal	Manual: Perinatal
Source: RN Manager Perinatal Services	Effective Date: 6/15/18

- b. Following examination and assessment of the patient, the RN will collaborate with the Licensed Independent Practitioner (LIP) to develop course of care.
- c. The on-call LIP must be notified immediately if:
  - i. Delivery is imminent. Preparations should be made for immediate delivery.
  - ii. Complications or abnormal assessments arise during the patient assessment. Such problems include:
    - 1. Fever (100.5°F or above), and/or signs of infection
    - 2. Excessive vaginal bleeding (more than spotting)
    - 3. Elevated blood pressure
    - 4. Hyperreflexia
    - 5. Non-vertex presentation
    - 6. Tetanic contraction pattern
    - 7. Non-reactive NST, Category 3 or worsening Category 2 strip
    - 8. Premature gestation presenting in labor
    - 9. Ruptured membranes
- d. Contraindications to performing this procedure: Patient refusal
- e. Procedure
  - i. Validate appropriate patient selection criteria:
    - 1. Patient must be an obstetric patient presenting for care
    - 2. Patient must give consent.
    - 3. Patient must have absence of complications as listed under Procedure, section 5.c.ii.
  - ii. Explain procedure to patient
  - iii. If delivery is imminent, call the LIP and prepare for immediate delivery.
  - iv. If delivery is not imminent, continue assessment which will include but is not limited to:
    - 1. Gravida, parity, EDC
    - 2. Chief complaint/reason for visit
    - 3. Review of prenatal record if available, including obstetric history and risk factors
    - 4. Fetal movement
    - 5. Uterine contraction patterns
      - a. Assess for:
      - b. Frequency
      - c. Duration
      - d. Intensity
      - e. Resting tone
    - 6. If normal, include this information with report to provider when total assessment is completed.
    - 7. Potential complications may include but are not limited to:
      - a. Preterm gestation
      - b. Tetanic contraction pattern.
    - 8. If potential complications are present – call the LIP

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Medical Screening Examination of the Obstetrical Patient	
Scope: Perinatal	Manual: Perinatal
Source: RN Manager Perinatal Services	Effective Date: 6/15/18

- v. Determine the status of the membranes:
  - 1. Ask and assess the patient for history or presence of leakage of fluid
    - a. If patient reports leakage of fluid or possible rupture of membranes:
      - i. Check for pooling and/or gross rupture of membranes
      - ii. Collect fern sample for analysis
      - iii. If fern sample is indeterminate, laboratory sample may be sent with order
      - iv. Assess the color, odor, or amount of fluid present
  - 2. Include this information with report to provider when total assessment is completed.
- vi. Determine the status of the cervix by performing a digital cervical exam, unless contraindicated. If contraindications present, digital cervical exam may only be performed with an order.
  - 1. Contraindications include:
    - a. Less than 36.0 weeks gestation
    - b. Active vaginal bleeding
    - c. Known or suspected placenta previa
    - d. Leakage of fluid
  - 2. Assess the cervix for:
    - a. Dilation
    - b. Effacement
    - c. Station
  - 3. Include this information with report to provider when total assessment is completed
- vii. Determine presenting part during cervical examination, unless contraindicated (see 5.b.vi.1 above)
  - 1. If fetus is cephalic, include this information with report to provider when total assessment is completed.
  - 2. If presenting part is other than cephalic, call the LIP
- viii. Assess for signs and symptoms of preeclampsia, including:
  - 1. Blood pressure (Normal: less than 140/90)
  - 2. Proteinuria (Normal: using urine dip stick, less than +3)
  - 3. Hyperreflexia (Normal: DTRs less than +3 )
  - 4. Epigastric pain (Normal: absence of epigastric pain)
  - 5. Visual disturbances (Normal: absence of visual disturbance)
  - 6. If normal, include this information with report to provider when total assessment is completed.
  - 7. If abnormal– call the LIP.
- ix. Assess for maternal infection
  - 1. If temperature is 100.5°F or above, suspect infection – call the LIP
  - 2. If temperature is less than 100.5°F, include this information with report to provider when total assessment is completed.

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Medical Screening Examination of the Obstetrical Patient	
Scope: Perinatal	Manual: Perinatal
Source: RN Manager Perinatal Services	Effective Date: 6/15/18

- x. Assess bleeding:
  - 1. Call the LIP if bleeding is more than spotting
  - 2. If bleeding (more than spotting) is absent, include this information with report to provider when total assessment is completed.
- xi. Assessment of fetal wellbeing:
  - 1. Identify fetal heart rate pattern with application of an electronic fetal monitoring system or, if gestation is less than 24 weeks, using a Doppler.
  - 2. Utilizing NICHD criteria and nomenclature, assess NST reactivity or strip Category.
  - 3. If NST is reactive or Category 1, include this information with report to provider when total assessment is completed.
  - 4. If NST is non-reactive, or if strip is Category 3 or worsening Category 2, call the LIP
- f. At the completion of the medical screening examination, the RN will report to on-call LIP, by phone or in person, the findings of the examination and any other pertinent information before any further procedures are performed. Regardless of the assessment, any patient meeting the following criteria will be examined, in person, by a LIP prior to discharge home:
  - ~~i.~~ ~~No prenatal care~~
  - ~~ii.~~ ii. Maternal temperature 100.5°F or above, of uncertain etiology
  - ~~iii.~~ iii. Altered level of consciousness
  - ~~iv.~~ iii. Active vaginal bleeding
  - ~~v.~~ iv. Rupture of membranes
  - ~~vi.~~ v. Category 3 or worsening Category 2 strip
  - ~~vii.~~ vi. Major maternal trauma.
- g. In regards to a patient who is determined to not be in labor but needs additional evaluation to rule out an emergency condition:
  - i. This patient will be seen in the Emergency Department and be provided with a medical screening examination to rule out other medical conditions prior to being discharged home. Prior to transfer back to the Emergency Department, the L&D RN will report to the on-call LIP the findings of the labor examination and any other pertinent information. This RN will also call report to the Emergency Department RN and/or the Emergency Department Attending provider to inform them of the patient's impending return to the Emergency Department.
- h. Documentation:
  - i. Patient assessment, including fetal assessment, will be documented in the EHR according to department policy.
- 6. Review of Standardized Procedure
  - a. Standardized procedures are reviewed and approved annually by the Interdisciplinary Practice Committee.
  - b. Quality improvement monitoring of this standardized procedure is ongoing.



**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Medical Screening Examination of the Obstetrical Patient	
Scope: Perinatal	Manual: Perinatal
Source: RN Manager Perinatal Services	Effective Date: 6/15/18

- i. Chart audits will be performed for all births occurring outside of a hospital facility following a Medical Screening Exam by a RN

<b>Approval</b>	<b>Date</b>
Interdisciplinary Committee	8/27/19
Peripeds Committee	9/26/19
Medical Executive Committee	10/1/19
Board of Directors	
Last Board of Directors Review	

Developed:  
 Reviewed:  
 Revised: 12/2018af  
 Supersedes:  
 Index Listings:

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Medical Screening Examination of the Obstetrical Patient	
Scope: Perinatal	Manual: Perinatal
Source: RN Manager Perinatal Services	Effective Date: 6/15/18



Northern Inyo Healthcare District  
150 Pioneer Lane  
Bishop, California 93514

**Patient Label**

**MEDICAL SCREENING EXAMINATION FOR THE OBSTETRICAL PATIENT  
PERFORMED BY THE REGISTERED NURSE**

NAME/TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Measurement of Competency	Meets Requirements Date	Needs Additional Assistance	Comments
1) Describes patient selection criteria and instances of provider notification.			
a) Imminent delivery			
b) Fever ( $\geq 100.5^{\circ}\text{F}$ ), or signs of infection			
c) Excessive vaginal bleeding			
d) Elevated blood pressure			
e) Hyperreflexia			
f) Non-vertex presentation			
g) Tetanic contraction pattern			
h) Non-reactive NST			
i) Category 3 strip			
j) Worsening Category 2 strip			
k) Premature gestation presenting in labor			
l) Ruptured membranes regardless of gestational age.			
2) Explains procedure to patient			
3) Assembles equipment			
4) Performs assessment in systematic format			
a) Chief complaint			
b) Obstetric history			
c) Labor status and progress			
d) Fetal wellbeing			
5) Communicates findings of examination and any other pertinent information to provider.			
6) Documents appropriately in the EHR			

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Medical Screening Examination of the Obstetrical Patient	
Scope: Perinatal	Manual: Perinatal
Source: RN Manager Perinatal Services	Effective Date: 6/15/18

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Provider/Qualified RN Preceptor Signature

**MEDICAL SCREENING EXAMINATION FOR THE OBSTETRICAL PATIENT  
PERFORMED BY REGISTERED NURSE**

**QUALITY IMPROVEMENT DATA**

MEDICAL RECORD # \_\_\_\_\_

DATE: \_\_\_\_\_

C.C.: \_\_\_\_\_

1. Patient Selection

- Meets criteria
- Does not meet criteria.

Describe: \_\_\_\_\_

2. Maternal Assessment

- All systems WNL
- Presence of complications.

Describe: \_\_\_\_\_

3. Fetal Assessment

- Reassuring FHR
- Non-reassuring tracing

Describe: \_\_\_\_\_

4. Documentation

- Electronic Medical Record

5. Provider Contacted:

- Yes Who: \_\_\_\_\_
- No Why not: \_\_\_\_\_

6. Outcome

- Birth Outside of Hospital
- Maternal complications Describe: \_\_\_\_\_
- Neonatal complications Describe: \_\_\_\_\_
- Admission for labor
- Discharged
- Other: \_\_\_\_\_

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: <b>Care and Donning of a Powered Air Purifying Respirator</b>	
Scope: <b>Any Employee Wearing a PAPR</b>	Department: <b>Respiratory</b>
Source: <b>Respiratory Director</b>	Effective Date: <b>1/26/2010</b>

**PURPOSE:**

To prevent airborne infection in employees that are unable to wear an N95 Mask and for use with high level C Personal Protective Equipment.

**DESCRIPTION / DEFINITION:**

The ILC Dover **SENTINEL XL HP PAPR SYSTEM** is a blower-assisted air-purifying respirator known as **Powered Air Purifying Respirator** or PAPR. The **SENTINEL XL HP PAPR SYSTEM** is comprised of the following components:

1. **Head Cover**, one size fits all, is loose fitting and equipped with a large area visor, allowing undisturbed field of vision, a head harness that fits all head sizes, and an integrated breathing hose that connects the head cover to the blower unit.
2. **Blower**, the blower is comprised of an electrical motor that drives an air blower. An on/off switch is located on top of the blower. A red LED near the on/off switch at the top indicates when the blower is on. There is on male thread at the blower top to connect the breathing hose. There are three female threaded inlets with rubber gaskets at the blower sides. The blower is equipped with a self-test mechanism. Upon starting the blower, the red LED will blink once or twice, and a buzzer will sound one or two short beeps, followed by continuous LED light and no sound. This indicates that the blower is functioning correctly. The blower is equipped with an audio-visual low voltage alarm, indicating that battery voltage is starting to drop. Alarm is given by blinking LED and successive buzzer beeps. Alarm sound is well heard within the head cover. Once the low voltage alarm has started, the user has 30 minutes to exit the contaminated area.
3. **Battery Pack**, the battery pack is integrated to the blower assembly by a snap fastener at the blower assembly's aft side, facing the user's body. NIHD currently has the Alkaline Battery Adapter. Adapter is capable of running approximately 8 hours. Five D-cell Batteries need to be properly installed to operate the Sentinel XL blower. Batteries have a long term shelf life and are easily accessible.
4. **Cartridges**, the ILC Dover **SENTINEL XL HP PAPR SYSTEM** utilizes two **HEPA** cartridges. The third blower inlet must be plugged securely with the blower plug. (This plug can be removed for optional third filter.) When Environmental Services, is using the chemical Peridox, they must change the two HEPA cartridges with **Three OV/AG/HE cartridges**
5. **Hoses**, the hose connects the blower unit to the head cover.
6. **Adjustable Waist Belt Assembly**, supports the blower assembly on the user's waist and is adjustable.
7. **Flow Meter Assembly**, is used to check the ability of the blower to provide sufficient airflow to the head cover. The airflow must be checked before each use.

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Care and Donning of a Powered Air Purifying Respirator</b>	
<b>Scope: Any Employee Wearing a PAPR</b>	<b>Department: Respiratory</b>
<b>Source: Respiratory Director</b>	<b>Effective Date: 1/26/2010</b>

**INTENDED USE:**

The ILC Dover **SENTINEL XL HP PAPR SYSTEM** must be combined with the appropriate cartridges and battery pack. It is intended to provide respiratory protection against certain particulate contaminants and/or Organic Vapors, Acid Gases, depending on the selected cartridge.

**Note: Inspect Emergency Use Respirators On A Monthly Basis.**

**HAZARDS / COMPLICATIONS:**

This head cover and respirator help protect against certain airborne contaminants. Use only ILC Dover parts and accessories for the ILC Sentinel XL HP PAPP system as described in the user instructions.

1. Always don the head cover and respirator system properly and in an uncontaminated area.
2. Do not reach your hand into the head cover in areas where the air is contaminated. Leave the contaminated area and clean contaminants from your hands before reaching inside the head cover.
3. If you discover any of the wear and damage described below discard component and replace it with a new one.

<b>Problem</b>	<b>Possible Cause</b>	<b>Corrective Action</b>
Poor visibility through visor	Visor is coated with debris  Visor is scratched	Wipe off debris  Dispose of head cover and replace it with a new head cover
Continuous low voltage alarm sounds upon blower activation	Battery is not charged	Leave work area immediately Replace Battery
Low airflow	Battery needs to be replace  One or more cartridges are loaded  PAPR blower malfunction	Leave work area immediately switch to a new non-rechargeable battery  Replace cartridges  Switch to a different blower unit

**POLICY:**

PAPR's can be used in place of a fit tested N95 mask, to enter airborne or droplet precaution isolation rooms. They should also be used while doing any high-risk procedure such as:

**Aerosol-generating procedures**

Some procedures performed on patients are more likely to generate higher concentrations of respiratory aerosols than coughing, sneezing, talking, or breathing, presenting healthcare personnel with an increased

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Care and Donning of a Powered Air Purifying Respirator</b>	
<b>Scope: Any Employee Wearing a PAPR</b>	<b>Department: Respiratory</b>
<b>Source: Respiratory Director</b>	<b>Effective Date: 1/26/2010</b>

risk of exposure to infectious agents present in the aerosol. Although there are limited objective data available on disease transmission related to such aerosols, many authorities view the following procedures as being very high exposure risk aerosol-generating procedures for which special precautions should be used:

- Bronchoscopy
- Sputum induction
- Endotracheal intubation and extubation
- Open suctioning of airways
- Cardiopulmonary resuscitation
- Tuberculosis

**BEFORE YOU ENTER A ISOLATION ROOM WEARING THIS RESPIRATOR SYSTEM, YOU MUST INSPECT THE RESPIRATOR SYSTEM, COMPLETE AN AIRFLOW CHECK, AND DON THE SYSTEM ACCORDING TO THE INSTRUCTION MANUAL**

**CARTRIDGE Installation for particulate contaminants**

The Sentinel XL HP PAPR system uses two (2) HE cartridges that thread into the two side blower inlets. The third blower inlet must be plugged using the plug with knob.

- Verify that the cartridges are the appropriate type for the application by examining the label attached to the cartridge.
- Remove the cartridges from their packaging and inspect for damage. If in doubt do not use. Check that the connecting thread is not damaged.
- Check that the threads in the blower unit are in good condition and clear of foreign matter.
- Check that the blower thread inlets have the black rubber seals present.
- Remove all plugs from the cartridges ends before using the system. Retain the plugs for future use.
- Screw the cartridges into the blower threads until they are hand tight.

**CARTRIDGE Installation for Environmental Services when using the chemical Peridox**

- Verify that the cartridges are the appropriate type for the application by examining the label attached to the cartridge.
- Remove the cartridges from their packaging and inspect for damage. If in doubt do not use. Check that the connecting thread is not damaged.
- Check that the threads in the blower unit are in good condition and clear of foreign matter.
- Check that the blower thread inlets have the black rubber seals present.
- Remove all plugs from the cartridges ends before using the system. Retain the plugs for future use.
- Remove the bottom blower plug, save for when using only two filters
- Screw the cartridges into the blower threads until they are hand tight.

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: <b>Care and Donning of a Powered Air Purifying Respirator</b>	
Scope: <b>Any Employee Wearing a PAPR</b>	Department: <b>Respiratory</b>
Source: <b>Respiratory Director</b>	Effective Date: 1/26/2010

**PROCEDURE:**

Before entering an isolation room

1. Wash or disinfect hands.
2. Don isolation gown if necessary.
3. **Remove dust cover plugs** from both HEPA filters, save dust covers.
4. **Check the airflow** with the Flow Meter
  - a. Ensure that the cartridges are installed on the blower. The blower can be installed on the waist belt.
  - b. Switch the blower ON. A short beep should sound.
  - c. Place the flow meter in the blower's hood connector, applying light pressure to allow a seal between the flow meter and the blower. Keep the flow meter vertical.
  - d. The position of the **upper (flat surface) black cone in the flow meter should be above the indication line**. If any part of the upper (flat surface) of the black cone is below the line on the flow meter, **DO NOT USE** and check for:
    - Blower malfunction.
    - Clogged or damaged cartridges.
    - Low battery charge or battery malfunction.
  - e. If the upper portion of the black cone is above the indication line on the flow meter, the system is ready for use.
5. Connect the head cover breathing hose to the blower.
  - a. Check that the breathing hose thread has the black rubber gasket seal present.
  - b. Check that the thread in the blower unit is in good condition and clear of foreign matter.
  - c. Screw the end of the breathing hose into the blower unit until it is hand tight. **Do not over tighten!**

**Don the blower and head cover in a safe hazard-free area and accomplish the following**

- Check that the cartridges are properly mounted on the blower unit. For the best fit, the head cover should be worn with the headband around your forehead and the straps in the top of the head cover in contact with the top of your head. The elasticized band of the face seal should come in contact with your face under the chin and along the cheeks.
6. Adjust the blower and belt on your waist. Adjust the belt for a comfortable fit- – keeping the breathing hose and head cover behind the head and shoulders.
  7. Switch the blower **ON**.
  8. Place your hand inside the head cover, in the area above the face shield. You should feel the air entering into the head cover.
  9. Don the head cover: Place your thumbs on both ends of the padded part of the head strap, with the inside of the visor facing your body. Place the head cover on your head; the padded part of the head strap should be centered on your forehead.
  10. Place gloves on.

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Care and Donning of a Powered Air Purifying Respirator</b>	
<b>Scope: Any Employee Wearing a PAPR</b>	<b>Department: Respiratory</b>
<b>Source: Respiratory Director</b>	<b>Effective Date: 1/26/2010</b>

11. With the respirator in operation and donned according to the instructions, enter the contaminated area, breathing normally.

**Do not remove the respirator system while you are in a contaminated area.**

**Leave the contaminated area immediately if:**

- Any part of the system becomes damaged.
- Airflow into the respirator head cover decreases or stops.
- Breathing becomes difficult.
- You feel dizzy or your vision is impaired.

### ***REMOVING THE PAPR SYSTEM***

1. Remove gloves.
2. Wash or decontaminate hands.
3. Remove the blower and head cover in a safe hazard-free area.
4. Remove the belt and blower from your waist, turn blower off.

### **CLEANING**

1. Solvents should not be used to clean the PAPR blower unit, battery pack and head cover. Liquid solvents may chemically weaken the plastic.
2. Wipe the PAPR blower unit, battery pack, Breathing hose and head cover with PDI Sani-Cloth Plus. Use cloth to thoroughly wet surface and let air dry. Treated surface must remain visibly wet for a full three (3) minutes

### **INSPECTION**

After each use, inspect the head cover assembly to identify signs of damage or wear that may affect performance of the respirator and reduce the degree of protection provided.

#### **Head Cover**

Check that there are no tears or punctures in the hood assembly. Look closely at the stitching. There should be no tears that could permit contaminated air to enter the head cover.

#### **Visor**

Look for scratches or other visual distortions that make it difficult to see through visor.

#### **Breathing Hose**

Carefully examine the entire breathing hose. Look for tears, holes or cracks. Bend the hose to verify that it is flexible.



**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Care and Donning of a Powered Air Purifying Respirator</b>	
<b>Scope: Any Employee Wearing a PAPR</b>	<b>Department: Respiratory</b>
<b>Source: Respiratory Director</b>	<b>Effective Date: 1/26/2010</b>

**PAPR Blower Unit**

- Remove that cartridges and assure that the rubber gaskets are in place.
- Examine the blower housing for cracks. Replace if cracked or damaged.
- Examine the outside of the battery pack for cracks. Replace if damaged

**Cartridges**

Examine cartridges for mechanical damage and deformities. Replace if damaged.

**Blower Plug**

Examine the plug in the blower inlet, and insure a tight seal against the internal gasket. Re-tighten if necessary.

**WARNING**

**Do Not Over Tighten Cartridge. Over Tightening May Result In Distortion Or Displacement Of The Seal And Allow Contaminated Air To Enter The Respirator.**

**References:**

ILC Dover **SENTINEL XL HP PAPR SYSTEM**  
Model No. S-3000 User instruction Manual Rev E

**Cross Reference:**

1. Triage of Patients Suspected of Ebola
2. Interim Guidance for Environmental Infection Control for Patients with Probable/Suspected Ebola Virus

<b>Committee Approval</b>	<b>Date</b>
Respiratory Care Committee	9/9/19
Infection Control Committee	8/27/19
Clinical Consistency Committee	8/26/19
MEC	10/1/19
Board of Directors	
Last Board of Directors Review	

**Responsibility for review and maintenance:**

**Index Listings:**

**Initiated:**

**Revised/Reviewed:** Revised 7/1/2019

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: <b>Access to Medications in the Absence of the Pharmacist</b>	
Scope:	Department: <b>Pharmacy</b>
Source: Pharmacy	Effective Date: 12/17/2009

**PURPOSE:**

To delineate a system for safely providing medications to meet patient needs when the pharmacy is closed.

**POLICY:**

**Pharmacist-on-call**

1. Pharmacy hours are 0630 to 1700. From 1701 through 0629, seven days per week, a pharmacist will be available by telephone and will be within 20 minutes of the hospital.
2. The pharmacist on call will verify the orders in the pharmacy electronic health record (aka information system) through a secure computer connection after reviewing the orders for appropriateness and safety. Overrides are not permitted except in extreme emergencies.
3. Only medications determined by the Director of Pharmacy with approval of the Pharmacy and Therapeutics Committee will be available for override including the following items:
  - a. Naloxone
  - b. Dextrose 50%
  - c. Diphenhydramine
  - d. Flumazenil
  - e. Parenteral Analgesics
  - f. Ondansetron (Zofran) parenteral and ODT (disintegrating tablets).
  - g. Promethazine
  - h. Prochlorperazine
  - i. Plasma expanders w/o potassium.
  - j. Nitroglycerine (NTG) sublingual tablets.
  - k. RSI Kits – Rapid Sequence Intubation Kits
  - l. Hemorrhage Kits – limited to OB
  - m. Parenteral Benzodiazepines
  - n. Pitocin Drips

These medications removed without pharmacist review via override should be reviewed for appropriateness prior to administration with special attention given to:

- a. Dose
- b. Frequency
- c. Route of administration.
- d. Therapeutic duplication
- e. Drug allergies or sensitivities
- f. Potential interactions with other medication, food or nutritional products.
- g. Laboratory values

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: <b>Access to Medications in the Absence of the Pharmacist</b>	
Scope:	Department: <b>Pharmacy</b>
Source: Pharmacy	Effective Date: 12/17/2009

4. An override report will be generated automatically each day by the automatic dispensing unit (Omnice) and will be analyzed by the incoming morning pharmacist on duty for appropriateness.
5. Performance improvement will be taken by the Director ~~of~~ Pharmacy for any unnecessary overrides.
6. The pharmacy shall maintain medications in the automated dispensing cabinets (Omnice) for use throughout the District.
7. The pharmacist-on-call will be available for relevant questions **that cannot wait until the Pharmacy re-opens. by the nursing and medical staff during the on-call period.**
8. The pharmacist-on-call will return to the hospital (call-back) whenever the pharmacist-on-call and the nursing supervisor agree to the need.

**Floor Stock**

1. Other than medications available for administration that are stored in the ~~Omnice~~ Automatic Dispensing Units, no medications shall be available for use on any nursing unit.
2. Diagnostic and ancillary departments of the hospital may stock pharmaceuticals specific to their departments only when the Pharmacy and Therapeutics Committee and the physician in charge of the department has authorized such.

**Automated Dispensing Units**

1. The Director of Pharmacy in consultation with the unit Supervisor shall determine the nature and quantity of medications in the automatic dispensing units (Omnice) with approval by the Pharmacy and Therapeutics Committee.
2. The pharmacy staff will stock or restock the automatic dispensing (Omnice) units in accordance with the Automatic Dispensing Unit policy.
3. Diagnostic and ancillary departments of the District may stock pharmaceuticals peculiar to their departments only when the physician in charge of the department has authorized such.
4. Pharmacists and pharmacy personnel will ensure that all medication containers are labeled with the drug name, strength, manufacturer, lot number, and expiration date in the dispensing cabinets (Omnice).
5. Pharmacy personnel will check for outdated medications in the automatic dispensing cabinets (Omnice) during the replenishment of these medications and at least monthly during the area inspection review of inventory.
6. Each business day when the pharmacy department opens the staff shall:
  - a. Review the medications used since the pharmacy last closed.

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: <b>Access to Medications in the Absence of the Pharmacist</b>	
Scope:	Department: <b>Pharmacy</b>
Source: Pharmacy	Effective Date: 12/17/2009

- b. Restock the after-hours medication supply up to the established par levels.
- c. Adjudicate the controlled substance utilization.
- 7. All pharmaceuticals stored or used by any department in the District shall be under the supervision of the Pharmacy Department.
- 8. Any repackaging performed in the pharmacy will be done under the supervision of the pharmacist. All repackaged items shall be labeled with the following information:
  - a. Name of ingredient(s).
  - b. Strength and dosage form (if indicated).
  - c. Manufacturer
  - d. Lot number and expiration date.
  - e. Date of repackaging followed by the initials of the preparer and logged for archival.
- 9. Only pharmacy personnel may transfer, repackage or relabel medication.
- 10. A pharmacist will verify all technician performed work prior to stocking or delivering out of the department.
- 11. Only the necessary amount of medication may be removed by authorized personnel from the automatic dispensing cabinets.

**Pharmacy Access After Pharmacy Hours**

- 1. There shall be no access to the pharmacy by anyone other than a registered pharmacist.
- 2. In the event of a failure of the key card system to gain access to pharmacy two “disaster” keys to the pharmacy exist. One shall be in the possession of the Pharmacy Director and the other shall be kept in the ~~Omnicel~~-Automatic Dispensing Unit in Diagnostic Imaging in a sealed and tamper-evident envelope that shall only be accessible by one of the registered pharmacist staff at NIHD.

**Crash Cart Medication Trays**

- 1. One back up set of 4 Crash Cart medication trays will be kept in the Nursing Supervisor Office in a locked cabinet.
- 2. If the nursing supervisor accesses the back-up trays, the supervisor will notify the pharmacy or the relieving supervisor who will notify the pharmacy of the use of the back-up trays.

**REFERENCES:**

**California Board of Pharmacy 4023.5, 4029, 4106.5, 4116**

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Access to Medications in the Absence of the Pharmacist</b>	
Scope:	Department: <b>Pharmacy</b>
Source: Pharmacy	Effective Date: 12/17/2009

**CROSS REFERENCE NIHD P&P**

**Pharmacist Clinical Interventions  
Medication Override Policy  
Pharmacy and Medication Security**

<b>Committee Approval</b>	<b>Date</b>
Clinical Consistency Oversight Committee	7/9/2019
Pharmacy & Therapeutics Committee	6/20/2019
Medical Executive Committee	10/1/2019
Board of Directors	
Last Board of Directors review	1/17/18

Revised        03/06, 12/09  
                    6/19 fl.

Reviewed      10/05.9/12,  
                    12/13,  
                    1/18/17,  
                    1/17/18

Supersedes

INDEX: Afterhours, After-hours, After hours

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Pharmacist Clinical Interventions</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 11/04/03

**PURPOSE:**

To insure that pharmacist clinical interventions are performed at NIH in a uniform fashion.

**POLICY:**

1. Pharmacists will perform clinical interventions that are approved by the medical staff, ordered by a physician, and that are, in the professional judgment of the pharmacist, necessary for the safety of patients at NIH.
2. Such interventions include, but not limited to, dose adjustments based upon renal function, conversion of parenteral to ~~oral~~ ~~enteral~~ dosage forms, adjusting antibiotic therapy in accordance with a culture and sensitivity report, delaying or stopping access to medications which have been prescribed in doses which are clearly outside of approved ranges, and, delaying or stopping medications which are prescribed in a manner which might cause a medication error to occur.
3. Unless the prescriber orders a pharmacist intervention, contact with the prescriber must be initiated by the pharmacist immediately prior to an intervention, or, if in the judgement of the pharmacist the intervention must be made immediately to avoid patient harm, as soon as possible after an intervention is made pursuant to this policy.
4. ~~Clinical interventions will be documented on patients' medical records in a manner prescribed by this policy and procedure.~~

**PROCEDURE:**

~~Preparation~~

1. ~~Run necessary reports each day before 1000.~~
2. ~~Run the "targeted drug" report.~~
3. ~~Highlight drugs approved for IV to PO conversions.~~
4. ~~Highlight orders that are to be reviewed for intervention.~~
5. ~~Check patient profile for ht., wt., scr., age, scheduled oral/ng medications make information entries to monitoring form. Calculate IBW, IDW, Creatinine Clearance in pharmacy if possible.~~
6. ~~Go to nursing floors to obtain patient charts and current clinical information.~~

~~Renal Dosing Protocol~~

1. ~~In Progress Notes write the following:~~

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Pharmacist Clinical Interventions</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 11/04/03

**Date and time**

Ht. = — inches, Wt. = — Kg., Age = — yrs., IBW (ideal body wt.) = — kg., IDW (ideal dosing wt. If appropriate) = — Kg.  
Calculated Creatinine Clearance = — ml/min.  
Dose of (insert med name) = — mg (or gm) q (insert hours)h (e.g. Dose of Levaquin = 250mg q48h)

**Sign your name, title.**

**2. In Physician's Order Sheet write the following:**

Decrease (insert name of drug) to (insert strength) q (insert hours)h IVPB (e.g. Decrease Levaquin to 250mg q48h)

**Per Renal Dosing Protocol**

**Sign your name, title.**

**IV to PO Conversion**

**1. In Progress Notes:**

Pt. on (insert type if known) diet. Pt. taking scheduled PO (or NG) medications. Meets criteria for IV to PO conversion of (insert Med name). (Insert Medication Name) provides equal blood levels PO as IV (or provides equal efficacy PO as IV in the case of Zantac). Plan: change (insert drug name) to PO.

**Sign your name, title.**

**2. In Physician's Order sheet:**

DC (name of medication) IV. (Name of Medication, strength) PO (or NG) q (insert hours)h (or qd, bid, etc.)

**Per IV to PO protocol**

**Sign your name, title**

**Antibiotic Streamlining:**

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Pharmacist Clinical Interventions</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 11/04/03

1. In patients Medical Record, look for culture and sensitivities, overlapping coverage of empiric antibiotics (Acef plus Cefotan, Levaquin plus Cefotan, etc.). Check WBC's, pt. temps, renal and hepatic function, diagnosis and progress notes to determine the efficacy of the antibiotic choice(s).
2. In the absence of C&S leave a note attached to the progress notes pointing out your findings and suggesting a change.
3. In the progress notes:
  - Write pertinent findings, recommendations.
  - Sign your name, title
4. Follow up until change is made or rejected. Note each visit in the progress notes and on our clinical record.

Ordered Interventions:

1. Following physician order such as "Pharmacy to Dose [Medication Name]" the pharmacist will gather all of the necessary patient data, order laboratory tests including CBC, Chem Panel, Serum Creatinine, Drug levels if not already ordered.
2. Follow established renal dosing protocol if necessary.
3. Enter new order in Athena in comment field enter "physician ordered pharmacist to manage".

Miscellaneous:

1. Whenever pharmacists observe empiric therapy that varies from the medically accepted practice standard, the pharmacist shall contact the prescriber to relay pertinent details of the patient's condition and pharmaco-therapy ordered.

**REFERENCES:** *American Journal of Health-System Pharmacy*, Volume 75, Issue 12, 15 June 2018, Pages 886–892, <https://doi.org/10.2146/ajhp170186>

**CROSS REFERENCE**

Medication Dosing In Renal Failure  
Plan To Substantially Reduce Medication Errors

<b>Committee Approval</b>	<b>Date</b>
Clinical Consistency Oversight Committee	7/29/19
Pharmacy and Therapeutics Committee	8/23/19
Medical Executive Committee	10/1/19
Board of Directors	
Last Board of Directors Review	5/17/17



**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

<b>Title: Pharmacist Clinical Interventions</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 11/04/03

**Revised:**

Reviewed: 10/06, 10/09, 10/11, 10/13, 5/17/17

Supersedes:

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

<b>Title: Drug Orders</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 7/16/03

**PURPOSE:**

To define the conditions, requirements and interpretations of drug orders at NIHD.

**POLICY:**

1. MAINTENANCE OF ORIGINAL ORDERS

- a. Original orders shall be entered into the EHR through CPOE or written on a physician's order sheet, or other authorized form, and shall be a permanent part of the patient's medical record.
- b. Written orders shall be faxed to the pharmacy and processed by the pharmacy. This fax log shall be kept for 3 years.

2. ORDERS FOR NONLEGEND (INCLUDING HERBAL PRODUCTS) DRUGS

- a. An authorized prescriber shall order non-legend drugs in the same manner as legend drugs. The pharmacy shall distribute non-legend drugs and document their use in the same manner as legend drugs.
- b. Herbal products are not included in the hospital's formulary. Physicians may not order herbal products for use in the hospital.

3. ORDERS FOR COMPOUNDED DRUGS OR DRUG MIXTURES NOT COMMERCIALY AVAILABLE

- a. In addition to all other applicable requirements of this policy, orders for compounded drugs or drug mixtures not commercially available shall list the ingredients of the compound or mixture as well as the percentages, ratios, or quantities of each ingredient.
- b. Only standard mixtures that have been approved by the Pharmacy and Therapeutics committee and have been given a name for ordering may be ordered by prescribers by name.

4. ORDERS FOR MEDICATION-RELATED DEVICES

- a. Orders for such items as nebulizers, catheters, or spacers may be ordered separately or with the drug for which they are being used (e.g.: Albuterol MDI *with spacer* 2 puffs q6h prn shortness of breath, or Spacer for use with Albuterol MDI).

5. ORDERS FOR INVESTIGATIONAL MEDICATIONS

- a. See "Investigational Drugs: Insuring Continuity of Care" policy

6. AUTHENTICATION OF ORDERS/ENTRIES

- a. Verbal or telephoned drug orders must be authenticated within 48 hours, and dated by the person (identified by name and discipline) who is responsible for ordering, providing, or evaluating the service provided. (See Verbal Orders Policy)

7. PERSONS WHO MAY MAKE ENTRIES IN MEDICAL RECORDS

- a. Entries in medical records shall be only by persons authorized in hospital policies and medical staff rules and regulations to make such entries.

8. CONTENTS OF DRUG ORDERS

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

<b>Title: Drug Orders</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 7/16/03

- a. Each drug order shall include:
  - i. Patient name and location.
  - ii. Time and date of order.
  - iii. Drug name (brand or generic), strength (dosage form if not understood from name).
  - iv. Directions for use (including dosage, frequency and route of administration if other than oral).
  - v. Prescriber's affirmation **signature** or that of his or her authorized agent.
- b. The prescriber or prescribers responsible for the care of the patient shall sign written drug orders.

**9. PEDIATRIC DRUG ORDERS**

- a. Drug orders for patients less than 40 kg must be written in weight based doses when drug package inserts, or pediatric drug compendia list weight based dosing guidelines. At no time will the weight based dose "exceed" the normal adult dose of the medication.
- b. In the event that a required weight based dose is not included for a patient less than 40 kg, the pharmacist shall call the physician, clarify the dose based upon weight, and document the clarification in the physician's orders on the patient's medical record.

**10. "RESUME ORDERS"**

- a. Orders for blanket reinstatement of previous orders shall not be accepted, but shall be clarified with the prescriber to include all of the elements in this section.

**11. QUALIFICATION OF TIMES OF DOSE ADMINISTRATION**

- a. Each practitioner who prescribes drugs must clearly state the administration times or the time interval between doses. (e.g., Q2H or at 3 pm, 5 pm, etc.)

**12. QUALIFICATION OF "AS NEEDED" (PRN) AND "ON CALL" ORDERS**

- a. The use of "AS NEEDED" (PRN) and "ON CALL" with drug orders should be qualified so there is no question as to the prescriber's intent. *Without the qualifier, the most common use of the drug will be followed.* Examples include (qualifiers underlined):

- i. prn at bedtime if needed for sleep.
- ii. prn for pain but not more than 4 doses in 24 hours.
- iii. prn for temperature over 100.
- iv. on call one half hour before procedure.

**13. RANGE ORDERS – INTERPRETATION**

- a. Range orders are defined as orders with more than one strength or quantity, or more than one dosing interval in a single order. Examples include:

- i. 1 to 2 tablets every 4 hours as needed for pain.
- ii. 1 to 2 mg every 3 hours as needed for anxiety.
- iii. 1 mg every 3-4 hours as needed for pain.
- iv. 1 to 2 mg every 4 to 6 hours as needed for pain.

- b. Range orders of more than one strength or quantity of medication, which are written for pain, shall be interpreted in accordance with the Pain Scale Policy.

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

<b>Title: Drug Orders</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 7/16/03

- e. Range orders of more than one strength or quantity of medication, which are written for other than pain shall be clarified with the prescriber in order to determine parameters for the range. Clarified orders must be re-written to include these parameters.
- d. Range orders for more than one interval shall be interpreted as having been written for the shortest interval. For example: "every 3-4 hours as needed" shall be interpreted as every 3 hours as needed.

**14. ALLOWED AND BANNED ABBREVIATIONS**

- a. Drug orders involving abbreviations and symbols should be carried out only if the abbreviations and symbols appear on standard explanatory list or legend approved by the medical staff. Each abbreviation or symbol should have only one meaning. Orders containing Banned Abbreviations will be handled in accordance with the Banned Abbreviations policy.

**15. ORDERS FOR LOOK ALIKE OR SOUND ALIKE MEDICATIONS**

- a. The Pharmacy and Therapeutics committee maintains a list of look alike or sound alike medications. (See Look-Alike, Sound-Alike Policy)
- b. Orders for these medications should be printed or written legibly.
- c. Both brand and generic name should be included in the order.
- d. Alternatively, the reason for prescribing the drug (e.g.: diagnosis, symptom, major pharmacologic purpose) should be included in the order.

**16. INCOMPLETE ILLEGIBLE OR UNCLEAR ORDERS**

- a. Incomplete, illegible or unclear orders must be clarified with the prescriber prior to being carried out.

**17. ORDERS FOR DISPENSING OF MEDICATIONS**

- a. Physicians may order that medications are to be dispensed to a patient, or are to be sent home with a patient. (See Discharge Medications Policy). NIH pharmacy will not dispense C-II controlled substances to outpatients, employees or inpatients going home. Such a chart order shall be converted to a discharge prescription if not already written on a prescription form. Any drug sent home with a patient, shall be labeled with the following:
  - i. Prescription label containing the Name, address and phone number of the NIH pharmacy
  - ii. Patient's name
  - iii. Prescriber's name
  - iv. Date of filling, or Date and time prepared (parenteral solutions)
  - v. Initials of pharmacist
  - vi. Generic name of drug dispensed, or basic parenteral solution and any additives with quantities of medications added.
  - vii. Brand name of drug dispensed and /or manufacturer of drug dispensed
  - viii. Directions for use of the drug
  - ix. Date and time to be administered (parenteral solutions)
  - x. Rate of administration (parenteral solutions)
  - xi. Expiration date or date the drug should be discarded
  - xii. Auxiliary, accessory and supplemental labels

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

<b>Title: Drug Orders</b>	
Scope: Hospital Wide	Department: <b>Pharmacy</b>
Source: Pharmacy Director	Effective Date: 7/16/03

NIHD Pharmacy is not a retail pharmacy and, hence, does not fill discharge prescriptions routinely for take-home use. Arrangements should be made for prescriptions to be forwarded to the retail pharmacy of choice.

**REFERENCES:**

**California Board of Pharmacy 2746.51, 2836.1, 3502.1**  
[Am J Pharm Educ](#). 2013 Dec 16; 77(10): 233

**CROSS REFERENCE P&P:**

1. [Verbal and/or Phone Medical Staff Practitioner Orders](#)

<b>Committee Approval</b>	<b>Date</b>
CCOC	7/9/19
Pharmacy and Therapeutics Committee	6/20/19
Medical Executive Committee	10/1/19
Board of Directors	
Last Board of Directors Review	

**Revised: 6/24/03, 7/05**

Reviewed: 18/08, 10/10,10/12,12/13, 2/15/17, 2/21/18

Supersedes: 2/01

**Responsibility for review and maintenance:**

**Index Listings:**

**Initiated:**

**Revised/Reviewed:**



District-Wide  
QUALITY ASSURANCE &  
PERFORMANCE IMPROVEMENT  
(QAPI)  
  
PLAN  
  
FY 2020

## SECTION 1: INTRODUCTION

### MISSION, VISION AND VALUES

Northern Inyo Healthcare District (NIHD) adopted a new mission statement on 11/18/15, as follows:

*“Improving Our Communities one life at a time. One Team. One Goal. Your Health.”*

Northern Inyo Healthcare District also adopted a new Vision in 2015, as follows:

*“Northern Inyo Healthcare District will be known throughout the Eastern Sierra Region for providing high quality, comprehensive care in the most patient friendly way, both locally and in coordination with our trusted partners.”*

In 2018, Northern Inyo Healthcare District adopted new Values which are divided into three categories:

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#### CORE VALUES: COMPASSION AND INTEGRITY

This set of values are the foundation that defines who will choose to dedicate themselves to the well-being of others.

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#### ASPIRATIONAL VALUES: QUALITY/EXCELLENCE AND INNOVATION

This set of values drives the District to work towards making tomorrow’s healthcare better than yesterday’s healthcare.

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#### PERMISSIVE VALUES: TEAM-BASED AND SAFETY

These are the values without which a patient would not allow the District to engage in her/his care.

Collectively, a focus on the Mission, Vision and Values is expected to drive the quality of patient care and services provided.

### PURPOSE

The Quality Assurance and Performance Improvement (QAPI) Plan establishes a district-wide program and interdisciplinary approach to monitor, assess and improve patient care and services at Northern Inyo Healthcare District (NIHD). Although this QAPI plan will provide for the identification of existing issues or concerns and correcting them, the goal of this QAPI plan is to emphasize the identification of potential areas of concern to prevent quality of care issues from arising.

### SCOPE OF SERVICE AND AUTHORITY

The scope of this plan will include all patient care and support services throughout the district and will encompass all ancillary care facilities.

The Northern Inyo Healthcare District Board of Directors is responsible for:

- Evaluating and approving this plan, which supports the Mission & Vision of Northern Inyo Healthcare District.
- Delegating the development, and implementation of the QAPI plan to the Medical Staff and the NIHD Executive Team.

The Northern Inyo Healthcare District Executive Team is responsible for:

- Guiding and monitoring quality management efforts throughout the district;
- Ensuring resources are available to allow for the implementation of quality improvement programs;
- Implementing strategies and processes that focus on achieving the agreed upon goals; and
- Coordinating quality improvement efforts with the Medical Staff.

The Northern Inyo Healthcare District Medical Staff is responsible for:

- Coordinating with the NIHD Executive Team in the development, implementation and evaluation of the district-wide QAPI Plan as it pertains to achieving quality patient care and compliance with regulatory/accreditation organizations.
- Participating in Medical Staff committees and project teams related to quality improvement.
- In accordance with the medical staff bylaws, assisting the district in fulfilling its responsibility to assure patients receive quality care.

## DEFINITIONS AND PRINCIPLES

### QUALITY

Quality services are services that are provided in a safe, effective, patient-centered, timely, efficient and equitable fashion.

- **SAFE:** Avoiding injuries to patients from the care that is intended to help them.
- **EFFECTIVE:** Providing services based on scientific knowledge to those who would benefit, and refraining from providing services from those not likely to benefit.
- **PATIENT-CENTERED:** Providing care that is respectful of, and responsive to, individual patient preferences, needs, and values.
- **TIMELY:** Reducing delays in providing and receiving healthcare.
- **EFFICIENT:** Avoiding waste, including waste of equipment, supplies, ideas and energy.
- **EQUITABLE:** Providing care that does not vary in quality because of personal characteristics, such as gender, ethnicity, geographic location, and socioeconomic status.

### PERFORMANCE IMPROVEMENT PRINCIPLES

Performance improvement is a systematic approach to assessing services and improving them on a priority basis. The NIHD approach to performance improvement is based on the following principles:



- **Patient Focus.** Every level of service shall be viewed from the perspective of the patient. With this frame of mind NIHD will focus on the patient experience and how best to adopt changes that enhance the experience.
- **Employee Empowerment.** All employees shall participate in ongoing quality improvement at NIHD. Employees shall understand that along with ownership of how they engage those who contact or present to the District they also are empowered to identify issues, bring those issues to the attention of others and participate in processes intended to prevent the issue or improve the experience.
- **Leadership Involvement.** District Leadership along with Medical Staff will serve as ‘Champions’ of initiatives. As Champions, they will support and encourage the goals and provide necessary intervention when needed to reach these goals. Additionally, District leadership will ensure that the employees engaged in any given quality initiative have the tools, support and resources needed to achieve the defined goals.
- **Data Informed Practice.** The District will support and recruit staff who have the skills to gather and analyze data in order to inform decision makers on the areas of greatest need and the impact of changes once implemented.
- **Statistical Tools.** The District will apply standard statistical tools to the data collected in order to generate information that is both informative and actionable.
- **Prevention over Correction.** Although this QAPI plan will provide for the identification of existing issues/concerns and correcting them, the goal of this QAPI plan is to emphasize the identification of potential areas of concern to prevent quality of care issues from arising.
- **Continuous Improvement.** The District will commonly use Plan-Do-Study-Act method of continuous improvement. This however will not be the exclusive method used. Each endeavor undertaken will warrant an assessment of the best method available to achieve the desired goal.

## SECTION 2: LEADERSHIP

The key to the success of the performance improvement process is leadership. Leaders foster teamwork and can be involved at every level of the district.

The NIHD Executive Team ensures that the district strategic plan is achieved in a manner that is focused on quality improvement and safety, maintaining organizational focus on identified goals and priorities. The NIHD Executive Team is responsible for monitoring outcomes of performance improvement and assisting with key processes when the need arises.

The Medical Staff Quality Improvement Committee is responsible for assisting the district in fulfilling its responsibility to assure patients receive quality medical care as defined in the medical staff bylaws. The Medical Staff participates in surgical case review; blood usage review; medical record review; infection control; pharmacy and therapeutics review; mortality review; utilization management; review of transfers to other facilities; credentialing and will serve, from time to time, as liaisons to quality and performance improvement activities. The ultimate goal is to improve the quality and safety of care provided to the patients of NIHD.

Every department within NIHD is responsible for implementing quality and performance improvement activities in alignment with the district-wide QAPI plan. All quality improvement initiatives are conducted as a part of

district-wide and departmental quality and performance improvement. Each department manager is responsible for setting goals that give direction for process improvement. Managers and department staff identify quality indicators, collect and analyze data, develop and implement changes to improve service delivery. Ongoing monitoring assures that improvement is made and sustained. The ultimate goal is to improve the quality and safety of care that is routinely provided to the patients of NIHD.

## SECTION 3: PROGRAM STRUCTURE

### DISTRICT QAPI COUNCIL

The District QAPI Council is responsible for:

- The annual update of the district-wide QAPI Plan;
- Prioritizing QAPI projects and making recommendations to the Executive Team;
- Reporting to the Medical Staff Quality Improvement committee, the NIHD Board of Directors, and NIHD staff as appropriate;
- Oversight of education of staff and the community regarding the QAPI Plan and projects;
- Appointing subcommittees or teams to work on specific quality projects as necessary;
- Reviewing results of project teams;
- Utilizing regulatory requirements to identify opportunities for improvement.

The District QAPI Council consists of the following individuals:

- Chief Nursing Officer, Chair
- Board of Directors member
- Chair of the Medical Staff Quality Improvement committee, or designee
- Chief Officer (e.g. CEO, COO, etc.)
- Quality Nurse/Infection Control Preventionist
- Informatics and/or Clinical Informatics representative
- Director of Diagnostic Services, as needed
- Outpatient representative, as needed
- Fiscal representative, as needed
- A physician advisor for Utilization Review, or designee
- Other attendees as identified

### DISTRICT COMMITTEES AND TEAMS

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#### PROJECT TEAMS

Ad hoc project teams can be created, as needed, by leadership. Project teams are responsible for:

- Identifying or addressing quality and performance improvement opportunities.
- Carrying out specific quality initiative project(s).
- Monitoring progress until goals have been met and maintained.

Membership will consist of key stakeholders as identified by leadership. Project team leaders will report back to the District QAPI Council or Medical Staff committee(s), as appropriate.

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## SAFETY HUDDLE

NIHD values the safety of our patients, visitors, and staff and implements continuous quality improvement via safety concerns brought to the NIHD Safety Huddle. The Safety Huddle consists of representatives throughout the district, including safety coaches, who bring safety concerns and solutions forward. Information regarding identified safety concerns, suggestions, and initiatives is shared with the district staff.

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## COMMITTEES FOCUSED ON HEALTHCARE DELIVERY QUALITY

The following four district committees partner with the NIHD Executive Team to establish goals and develop action plans to achieve those goals:

- The Quality and Data Committee
- The Patient Experience Committee
- The Workforce Experience Committee
- The Finance and Market Share Committee

The responsibilities of these four committees are to:

- Select two quality improvement goals for NIHD no less than every two years.
- Determine benchmarks for each patient experience goal.
- Develop and implement plans for achieving goals.
- Monitor and report to NIHD Board of Directors on progress no less than three times per year.
- Report their findings, actions and follow up on a rotating schedule to the NIHD Executive Team.

## MEDICAL STAFF

All members of the medical staff are responsible for participating in district-wide quality improvement. Individual members of the medical staff can bring ideas for performance improvement to their department chairs or directly to the medical staff quality improvement committee. The department chairs are responsible for reporting to the medical staff quality improvement committee on quality improvement projects as per the medical staff bylaws.

Individual members of the medical staff can also participate as provider champions on project teams and can coordinate with district staff on matters relating to quality patient care.

Additionally, the medical staff body participates in peer review activities and ongoing and focused professional practice evaluations for the internal monitoring of privileged practitioners and the care they provide. Performance monitoring is ongoing and reviewed prior to the granting privileges. Data or information regarding individual physicians and independent licensed practitioners obtained by the district is transmitted to the Medical Staff for review by appropriate medical staff committees and for storage in the medical staff office peer review documents and credentialing folders.

## SECTION 4: GOALS AND OBJECTIVES

The QAPI plan provides the framework for NIHD to achieve these long-term performance improvement goals:

- To evaluate and improve performance measurement systems to assess key processes or outcomes.
- To bring leaders, clinicians and staff together to review data and clinical adverse occurrences to identify problems.
- To carefully prioritize identified problems or desired projects and set goals for their resolution.
- To achieve measurable improvement in highest priority areas for the selected goals.
- To meet internal and external reporting requirements.
- To provide education and training to leaders, clinicians and staff
- To develop or adopt necessary tools, such as practice guidelines, patient experience surveys and quality indicators

## SECTION 5: PERFORMANCE MEASUREMENT, INDICATORS AND ASSESSMENT

### PERFORMANCE MEASUREMENT

Performance measurement is the process of regularly assessing the results produced by NIHD. It involves identifying processes, system and outcomes that are integral to the performance of the service delivery system, selecting indicators of these processes, systems and outcomes, and analyzing information related to these indicators on a regular basis. Performance improvement involves taking action as needed based on the results of the data analysis and the opportunities for performance they identify.

The purpose of the measurement and assessment is to:

- Assess the stability of processes or outcomes to determine whether there is an undesirable degree of variation or a failure to perform at an expected level.
- Identify problems of a process or outcome, on a priority basis.
- Assess the outcome of the care provided.
- Assess whether a new or improved process meets performance expectations.

Measurement and assessment involves:

- Selection of a process or outcome to be measured, on a priority basis.
- Identification and/or development of performance indicators for the selected process or outcome to be measured.
- Aggregating data so that it is summarized and quantified to measure a process or outcome.
- Assessment of performance with regard to these indicators at planned and regular intervals.
- Taking action to address performance discrepancies when indicators indicate that a process is not stable, is not performing at an expected level or represents an opportunity for improvement.
- Reporting within the organization on findings, conclusions and actions taken as a result of performance assessment.

## PERFORMANCE INDICATORS

A performance indicator is a quantitative tool that provides information about the performance of a department's process, services, functions or outcomes. Selection of a Performance Indicator is based on the following considerations:

- Relevance to the mission
- Regulatory/Accreditation requirement
- Clinical Importance
  - Problem prone
  - High Risk
  - High Volume
- Scientific Foundation: Relationship between the indicator and the process, system or clinical outcome.
- Validity: Whether the indicator assesses what it purports to assess
- Meaningfulness: Whether the results of the indicator can be understood, the indicator measures a variable over which NIHD has control, and the variable is possible to change by reasonable performance improvement efforts.
- Standardized definitions
- Availability of industry benchmarks

## DATA INDICATORS

Data may be collected for use by external programs (such as federal and state programs) or for internal purposes. External programs (e.g. CMS, MERP) may have a prescribed structured format in which the data must be reported.

For internal purposes or those external purposes which do not have a prescribed format, the Data and Information (D&I) Committee is responsible for approving reports and structured data formats, which are amenable to assessment and analysis. The D&I committee has oversight of surveys and development of new reports to assure data collection is relevant and consistent across the district, as well as responsibility for the management of data, analysis and production of information.

The members of the D&I committee are the following (or their designees), and should serve for no less than 12 months:

- Chief Information Officer
- Chief Financial Officer
- Director of ITS
- Manager of Quality/Clinical Informatics – Infection Preventionist

Data, information and performance improvement activities will be shared at the Department Heads meeting, as appropriate.

## ASSESSMENT

Assessment is accomplished by comparing actual performance on an indicator with:

- Self over time.
- Pre-established standards, goals, benchmarks, or expected levels of performance.
- Information concerning evidence-based practices.
- Other hospitals, clinics or similar service providers.

Data will be assessed for patterns, trends and/or variations that may identify opportunities for improvement.

## SECTION 6: PERFORMANCE IMPROVEMENT INITIATIVES

Performance improvement initiatives may be selected by either identifying a desired goal once a baseline has been established, or by other prospective means as described in this plan. In the case of evaluating current practices, once the performance of a selected process has been measured, assessed and analyzed, the information gathered is shared with appropriate departments, committees and medical staff leaders to identify opportunities for improvement (OFIs). OFIs are prioritized and quality initiatives can be selected based on the highest priority OFIs.

Opportunities for improvement may be triggered by activities including, but not limited to the following:

- Designated structural, process and outcome metrics
- Performance Improvement Projects
- Results and improvements of The Joint Commission (TJC) or NIHD adopted Tracer Activities
- Results and improvements operational/process audits
- Actions and improvements of Root Cause Analyses and/or Failure Modes Effects (and Criticality) Analyses (FMEAs/FMECAs)
- Significant findings from internal audits such as the TJC Focused Standards Assessment
- Results, response and status of all accreditation surveys
- Medical Staff Critical Indicator – chart review process

Data will be assessed when a significant undesirable performance or variation is noted. Analysis may also be necessary when performance levels or variation indicate a serious issues, such as the following:

1. A sentinel event has occurred, triggering a root cause analysis.
2. Performance varies significantly from that of other organizations or recognized standards.

The purpose of an initiative is to improve the performance of existing services or to design new services.

## SECTION 7: EDUCATION

Education coordinated by the District QAPI Council may include, but are not limited to, the following methods:

- Storyboards and/or posters displayed in common areas

- Sharing of NIHD annual QAPI plan evaluation
- Newsletters and handouts
- Community development efforts, press releases
- Provision of education tools and resources

All staff are given the responsibility and authority to participate in NIHD’s QAPI plan. All staff will be provided education regarding the plan on an annual basis. This education will include a description of the plan and how they fit into the plan, based on their particular job responsibilities.

## SECTION 7: QAPI PLAN EVALUATION

An evaluation will be completed on an annual basis. This evaluation will be conducted by the District Leadership along with Medical Staff Leadership and reported to the Board of Directors.

The evaluation summarizes the goals and objectives of NIHD’s QAPI plan and the performance improvement activities conducted during the past year. QAPI annual reports will include:

- Summary of progress towards meeting the Annual Goals/Objectives.
- For each of the goals, include a brief summary of progress.
- Brief summary of the findings for each of the indicators used during the year, including both the outcomes of the measurement process and the conclusions and actions taken in response to these outcomes.
- Summary of progress for Performance Improvement Initiatives and projects including project activities, results, next steps and holding the gains; also include implications of performance improvement projects/initiatives on outcomes, systems or QAPI processes.
- Recommendations: Based upon the evaluation and Lessons Learned analyses, state the actions needed for improving QAPI plan effectiveness.

**Overview:** Organizational billed charges were high in July and August with significant positive variances in pharmacy sales. The month of September is a different story with expected revenues from Inpatient but negative volumes from all outpatient sources.

	<u>Charges</u>	<u>Budget</u>
October, 2018	12,311,788	12,324,875
November, 2018	12,965,830	13,205,209
December, 2018	11,320,722	13,205,209
January, 2019	13,649,585	13,645,381
February, 2019	11,808,879	12,324,875
March, 2019	12,927,842	13,645,381
April, 2019	14,479,237	13,205,209
May, 2019	13,190,872	13,645,381
June, 2019	12,985,554	13,205,327
July, 2019	14,142,468	13,645,381
August, 2019	14,486,110	13,645,381
September, 2019	12,636,290	13,205,209

Salaries and Wages continued to be steady on a per day basis, even with the July 4<sup>th</sup> holiday.

	<u>Salaries &amp; Wages</u>	<u>Cost Per Day</u>
January, 2019	2,550,818	82,284
February, 2019	2,457,730	87,776
March, 2019	2,674,515	86,275
April, 2019	2,555,902	85,199
May, 2019	2,616,111	84,391
June, 2019	2,509,763	83,659
July, 2019	2,585,146	83,392
August, 2019	2,638,465	85,112
September, 2019	2,530,883	84,363

Results in Fiscal 2020 have been positive, however with low September sales; a significant loss is projected for September, which most likely will result in a break even quarter.

**Audit Update:** The audit was entering the final stages of completion when I asked Wipfli to post-poner the finishing process. An error of significant magnitude was discovered by the business office and charges previously posted in the past fiscal year were overstated by approximately \$1,450,000.

As of the writing of this report (October 8<sup>th</sup>), the final issues have not been completely documented in order to generate the journal entries to change, sales, allowances and potentially refunds payable. The issue which came to light had been caused by a previously worked formulary price issue in Athena.

This issue also would have had a significant impact on the Medicare cost report, so we are completing all the necessary changes to have an accurate cost report prepared before the November 30<sup>th</sup> deadline.

Submitted by John Tremble



## Northern Inyo Healthcare District - Summary of Key Ratios

Unit of Measure	8/31/2019	7/31/2019	6/30/2019
Cash, CDs & LAIF Investments:	\$ 24,237,671	\$ 26,353,608	\$ 27,264,480
Days Cash on Hand	103.65	112.70	116.60
Athena Gross Accounts Receivable	\$ 48,766,032	\$ 44,505,205	\$ 42,891,066
Average Daily Revenue	\$ 440,084	\$ 432,425	\$ 420,533
Gross Days in AR	110.81	102.92	101.99
Acute Census Days	191	240	2,803
Swing Bed Census Days	15	7	454
Observation Days	38	39	485
Total Inpatient Utilization	244	286	3,742
Average Daily Inpatient Census	7.87	9.23	10.25
Average Acute Daily Charge	\$ 10,281.36	\$ 11,472.19	\$ 10,982.78
Adjusted Daily Census (with OP)	42.55	41.54	38.29
Emergency Room Visits	876	881	9,153
Operating Room Cases	109	116	1,470
RHC Visits			
NIA Visits			
Inpatient Revenue	\$ 2,117,960	\$ 2,833,630	\$ 35,770,899
Outpatient Revenue	11,774,827	10,843,405	110,939,678
Clinic Revenue	593,322	465,433	6,784,060
Total Revenue	\$ 14,486,109	\$ 14,142,468	\$ 153,494,636
Revenue Per Day	\$ 467,294	\$ 456,209	\$ 420,533
% Change	2.4%	5.4%	
Salaries	\$ 2,528,362	\$ 2,476,554	\$ 25,697,886
PTO Expenses	254,720	269,335	3,255,428
Total Salaries Expense	\$ 2,783,082	\$ 2,745,889	\$ 28,953,314
Expense Per Day	\$ 89,777	\$ 88,577	\$ 79,324
% Change	1.4%	2.8%	
Operating Expenses	\$ 3,930,250	\$ 4,051,730	\$ 49,294,043
Operating Expenses Per Day	\$ 126,782	\$ 130,701	\$ 135,052
Capital Expenses	589,257	560,212	7,103,119
Capital Expenses Per Day	\$ 19,008	\$ 18,071	\$ 19,461
Total Expenses	\$ 7,302,590	\$ 7,357,830	\$ 85,350,476
Total Expenses Per Day	\$ 235,567	\$ 237,349	\$ 233,837
Gross Margin	\$ 435,083	\$ 522,819	\$ 1,772,471
Gross Margin Per Adjusted Day	\$ 28.02	\$ 34.48	\$ 126.82

Northern Inyo Healthcare District  
Income Statement  
As of August 31, 2019

	Month To Date 08/31/2019	Month To Date 07/31/2019	Year To Date 08/31/2019	Year To Date 08/31/2018
Inpatient Revenue	2,117,959.72	2,833,630.59	4,951,590.31	6,777,550.25
Outpatient Revenue	11,774,827.62	10,843,405.20	22,618,232.82	17,969,652.15
Clinic Revenue	593,322.38	465,432.52	1,058,754.90	1,341,527.65
<b>Total Gross Patient Service Revenue</b>	<b>14,486,109.72</b>	<b>14,142,468.31</b>	<b>28,628,578.03</b>	<b>26,088,730.05</b>
Deductions from Revenue	(7,476,280.76)	(7,004,379.99)	(14,480,660.75)	(11,671,848.11)
Other Patient Revenue	15,737.20	23,433.29	39,170.49	0.00
Total Net Patient Revenue	7,025,566.16	7,161,521.61	14,187,087.77	14,416,881.94
Medicaid Settlement Income/Expense	0.00	23,557.00	23,557.00	0.00
Disproportionate Share Income/Loss	0.00	0.00	0.00	646,211.65
Other Operating Revenue	712,106.78	695,570.81	1,407,677.59	663,499.33
<b>Gross Operating Revenue</b>	<b>7,737,672.94</b>	<b>7,880,649.42</b>	<b>15,618,322.36</b>	<b>15,726,592.92</b>
<b>Operating Expenses</b>				
Repairs and Maintenance	1,015.47	5,815.04	6,830.51	199,481.88
Leases and Rental Expenses	35,738.70	40,594.15	76,332.85	161,036.03
Salary & Wages	2,528,361.72	2,476,553.86	5,004,915.58	4,450,894.21
Benefits	1,663,652.56	1,463,089.62	3,126,742.18	3,337,554.92
Non-Benefit Expenses	12,655.57	8,635.02	21,290.59	37,662.12
Professional Fees	887,142.09	1,159,729.65	2,046,871.74	2,502,792.89
Supplies	845,035.60	850,223.97	1,695,259.57	1,727,401.39
Contract Services	254,117.67	265,906.67	520,024.34	590,274.81
Other Department Expenses	84,739.89	113,528.15	198,268.04	188,549.63
Hospital Insurance Expenses	43,991.63	51,452.63	95,444.26	137,905.97
Utilities	143,921.47	150,452.76	294,374.23	335,100.51
Depreciation and Amortization	357,440.00	328,394.21	685,834.21	679,065.95
Other Fees	212,959.98	211,637.42	424,597.40	190,745.86
Interest Expense - Operating	231,817.31	231,817.31	463,634.62	472,583.90
<b>Total Operating Expenses</b>	<b>7,302,589.66</b>	<b>7,357,830.46</b>	<b>14,660,420.12</b>	<b>15,011,050.07</b>
<b>Total Gross Operating Profit (Loss)</b>	<b>435,083.28</b>	<b>522,818.96</b>	<b>957,902.24</b>	<b>715,542.85</b>
<b>Non-Operating Revenue</b>				
Tax Payer General Support	48,743.07	48,743.07	97,486.14	97,486.14
Bond/ Tax Payer Bond Support	137,595.79	137,595.79	275,191.58	191,361.45
Fin Chgs-Pt Ar - Int Incm-Payors	(93.29)	86.73	(6.56)	3,908.66
Interest Income	13,370.20	52,231.29	65,601.49	100,432.89
Total Other Income	199,615.77	238,656.88	438,272.65	393,189.14
Grant Revenue	20,000.00	8,000.00	28,000.00	13,350.72
Other Non-Operating Income	1,596.00	0.00	1,596.00	5,152.00
Net Medical Office Activity	(392,660.12)	(548,374.11)	(941,034.23)	(1,193,836.63)
340b Net Activity	51,343.60	50,134.68	101,478.28	(19,720.13)
Donations	0.00	44,060.00	44,060.00	0.00
Rental Income	2,730.00	4,881.41	7,611.41	6,765.84
Gain - Investments - Other Income	7,252.50	4,675.00	11,927.50	4,053.50
Net Non-Operating Revenue	(110,122.25)	(197,966.14)	(308,088.39)	(791,045.56)
Non-Operating Expenses	50,000.00	80,000.00	130,000.00	0.00
<b>Total Net Non-Operating Profit (Loss)</b>	<b>(160,122.25)</b>	<b>(277,966.14)</b>	<b>(438,088.39)</b>	<b>(791,045.56)</b>
<b>Total Net Income (Loss)</b>	<b>274,961.03</b>	<b>244,852.82</b>	<b>519,813.85</b>	<b>(75,502.71)</b>

Northern Inyo Healthcare District  
Balance Sheet  
As of August 31, 2019

<b>Assets</b>	08/31/2019
<b>Current Assets</b>	
Cash and Liquid Capital	4,147,961.15
Short Term Investments	18,030,048.13
PMA Partnership	679,758.00
Accounts Receivable, Net of Allowance	
Accounts Receivable	54,296,234.66
Allowances against Receivables	32,206,807.74
NIA Accrued Allowances	641,025.38
Total Accounts Receivable, Net of Allowance	21,448,401.54
Other Receivables	2,464,513.90
Inventory	2,121,719.43
Prepaid Expenses	1,537,917.67
Total Current Assets	50,430,319.82
<b>Assets Limited as to Use</b>	
Internally Designated for Capital Acquisitions	1,193,798.87
Short Term - Restricted	150,576.55
<b>Limited Use Assets</b>	
LAIF - DC Pension Board Restricted	744,074.92
DB Pension	13,632,410.00
PEPRA	5,338.00
Total Limited Use Assets	14,381,822.92
Revenue Bonds Held by a Trustee	3,143,938.31
Total Assets Limited as to Use	18,870,136.65
 <b>Long Term Assets</b>	
Long Term Investment	2,046,187.76
<b>Fixed Assets, Net of Depreciation</b>	
Fixed Assets	127,147,660.92
Accumulated Depreciation	50,704,224.82
Construction in Progress	824,863.75
Total Fixed Assets, Net of Depreciation	77,268,299.85
Total Long Term Assets	79,314,487.61
<b>Total Assets</b>	<b>148,614,944.08</b>
 <b>Liabilities</b>	
<b>Current Liabilities</b>	
Current Maturities of Long-Term Debt	2,311,088.92
Accounts Payable	5,576,243.78
Accrued Payroll and Related	7,556,146.69
Accrued Interest and Sales Tax	372,589.32
Unearned Revenue	(1.65)
Due to 3rd Party Payors	4,542,512.32
Due to Specific Purpose Funds	(25,097.72)
Other Deferred Credits - Pension	3,481,539.70
Total Current Liabilities	23,815,021.36
<b>Long Term Liabilities</b>	
Long Term Debt	39,546,947.15
Bond Premium	473,012.66
Accreted Interest	13,741,361.50
Other Non-Current Liability - Pension	32,705,323.00
Total Long Term Liabilities	86,466,644.31
Suspense Liabilities	(66,972.53)
<b>Total Liabilities</b>	<b>110,214,693.14</b>
 <b>Fund Balance</b>	
Fund Balance	37,429,860.54
Temporarily Restricted	150,576.55
Net Income (Fiscal YTD)	519,813.85
Total Fund Balance	38,100,250.94
<b>Liabilities + Fund Balance</b>	<b>148,314,944.08</b>

CALL TO ORDER                    The meeting was called to order at 5:30 pm by Mary Mae Kilpatrick, President.

PRESENT                            Mary Mae Kilpatrick, President  
Jean Turner, Vice President  
Robert Sharp, Secretary  
M.C. Hubbard, Treasurer  
Jody Veenker, Member at Large  
Stacey Brown MD, Vice Chief of Staff  
Kevin S. Flanigan MD, MBA, Chief Executive Officer  
Kelli Davis, MBA, Chief Operating Officer  
John Tremble, Chief Financial Officer  
Tracy Aspel RN, BSN, Chief Nursing Officer

OPPORTUNITY FOR PUBLIC COMMENT                    Ms. Kilpatrick stated 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. Speakers will be limited to a maximum of three minutes each, and members of the audience will have an opportunity to address the Board on every item on the agenda. No comments were heard.

STRATEGIC PLANNING SESSION                    Chief Executive Officer Kevin S. Flanigan, MD, MBA introduced David Sandberg with *Cycle of Business* to conduct a Strategic Planning and Board Training session with the Northern Inyo Healthcare District (NIHD) Board, leadership, physicians, and staff. The strategic session included the following:

- Review of NIHD Strategic Planning efforts to date
- Discussion of healthcare industry challenges and trends
- Determination of the District’s future strategic goals
- Next steps in the strategic planning process

In-depth discussion and brainstorming on the topic of strategic planning took place, and discussion included a review of data collected from the 2019 Inyo County Community Healthcare Needs Assessment. At conclusion of discussion it was determined that the Districts’ key strategic initiatives going forward include:

- Capturing the market on specialty services
- Provision of new services currently not available in the community
- Focus on Behavioral Health and Behavioral Health services and issues
- Expansion of the NIHD Rural Health Clinic to become a Patient Centered Medical Home
- Continued collaboration with community partners
- Community outreach, public relations, and education
- Implementation of technology that will improve the provision of

District healthcare services

Completion of the District's strategic work will result in a combined physical health and behavioral health service delivery model.

CHIEF OF STAFF  
REPORT

Vice Chief of Staff Stacey Brown MD reported following careful review, consideration, and approval by the appropriate Committees, the Medical Executive Committee recommends approval of the following District-wide policies and procedures:

POLICY AND  
PROCEDURE  
APPROVALS

1. *Medication Security*
2. *Classifying Adverse Transfusion Reactions*
3. *Standardized Procedure for Admission of the Well Newborn*
4. *ED: Initiation of Buprenorphine in the Emergency Department*
5. *Opioid Administration*
6. *Controlled Substance*
7. *Healthcare Worker Health Screening and Maintenance Requirements Policy*
8. *Placenta Disposal*
9. *Da Vinci Robot Cleaning and Maintenance*

It was moved by Jean Turner, seconded by Robert Sharp, and unanimously passed to approve Policies and Procedures 1 through 9 as presented.

MEDICAL STAFF  
APPOINTMENTS

Doctor Brown also reported the Medical Executive Committee recommends approval of the following Medical Staff Appointments:

1. David Amsalem, MD (*emergency medicine*) – Provisional Active Staff
2. Bo Loy, MD (*orthopedic surgery*) – Provisional Active Staff

It was moved by M.C. Hubbard, seconded by Ms. Turner, and unanimously passed to approve both Medical Staff Appointments as requested.

ADVANCED PRACTICE  
PROVIDER  
APPOINTMENT

Doctor Brown additionally reported the Medical Executive Committee recommends approval of the following Advanced Practice Provider appointment:

1. Tamara Loy, PNP (*Pediatric Clinic*)

It was moved by Jody Veenker, seconded by Ms. Hubbard, and unanimously passed to approve the Medical Staff appointment of Tamara Loy PNP as requested.

REAPPOINTMENTS TO  
NEW STAFF  
CATEGORIES

Doctor Brown also reported following careful review, consideration, and approval by the appropriate Committees the Medical Executive Committee recommends the following reappointments to a new Staff category:

1. Tamara McBride, MD (*family medicine/hospitalist*) – change from Temporary Staff to Provisional Active Staff
2. Monika Mehrens, DO (*family medicine/hospitalist*) – change from Temporary Staff to Provisional Active Staff

It was moved by Ms. Hubbard, seconded by Ms. Turner, and unanimously

passed to approve both reappointments to new Staff categories as requested.

TEMPORARY  
PRIVILEGES FOR 60  
DAYS

Doctor Brown also stated the Medical Executive Committee recommends granting of Temporary Privileges for 60 days for the following:

1. Jennifer Kosek, MD (*radiology*) – for the locum tenens coverage of Dr. Stuart Souders

It was moved by Mr. Sharp, seconded by Ms. Hubbard, and unanimously passed to approve Temporary Privileges for Doctor Kosek as requested.

EXTENSION OF  
TEMPORARY  
PRIVILEGES FOR AN  
ADDITIONAL 60 DAYS

Doctor Brown also requested approval of extension of temporary privileges for an additional 60 days for the following:

- Joseph BenPerlas, MD (*internal medicine*) – locums hospitalist
- Michael Rhodes, MD (*internal medicine*) – locums hospitalist

It was moved by Ms. Hubbard, seconded by Mr. Sharp, and unanimously passed to approve the extension of temporary privileges for Doctors BenPerlas and Rhodes as requested.

MEDICAL STAFF  
RESIGNATIONS

Doctor Brown additionally requested approval of the following Medical Staff resignations:

1. N. Michelle Inforzato, MD (*internal medicine*)
2. Leo Pisculli, MD (*psychiatry*)

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

MEDICAL STAFF  
ADVANCEMENT

Doctor Brown also reported the Medical Executive Committee recommends the following Medical Staff advancement:

1. Anne Wakamiya, MD (*internal medicine*) – recommended for advancement from Provisional Active Staff to Active Staff

It was moved by Ms. Veenker, seconded by Ms. Hubbard, and unanimously passed to approve the Medical Staff advancement of Anne Wakamiya MD as requested.

PHYSICIAN  
RECRUITING UPDATE

Doctor Brown additionally reported that urologist Matthew Ercolani MD will begin seeing patients in the NIHD Specialty Clinic in the month of October. The District is also currently recruiting a surgical oncologist who would potentially work with Jay Harness MD, as well as an additional urologist to work with Doctor Ercolani.

CONSENT AGENDA

Ms. Kilpatrick called attention to the Consent Agenda for this meeting which contained the following items:

- *Approval of minutes of the August 21 2019 regular meeting*
- *Approval of minutes of the September 9 2019 special meeting*
- *Financial and statistical reports as of June 30, 2019*
- *Compliance Department report as of September 2019*
- *Policy and Procedure annual approvals*

It was moved by Mr. Sharp, seconded by Ms. Veenker, and unanimously

passed to approve all five Consent Agenda items as presented.

BOARD MEMBER  
REPORTS

Ms. Kilpatrick then asked if any members of the Board of Directors wished to comment on any items of interest. Director Sharp reported that a Bishop Chamber of Commerce mixer will be held at the Joseph House tomorrow night. He also stated that a Request for Proposal (RFP) for District legal services will be placed on the agenda for the October regular meeting. Ms. Turner reported that Dana Jorgensen from Senator Andreas Borgeas's office recently toured Northern Inyo Hospital, and that he delivered Certificates of Recognition for NIHD physicians, former Board members, and staff. She additionally noted that NIHD Leadership recently traveled to an Inyo County Board of Supervisors meeting at which the month of October was proclaimed Breast Cancer Awareness month. Director Hubbard reported that she and incoming NIHD orthopedist Bo Loy MD recently attended the Inyo Associates monthly meeting, and that Doctor Loy will attend other community group meetings as well. Director Kilpatrick invited the community to attend a Community Information Night scheduled for September 25 2019, and she additionally mentioned that the District has many events scheduled during the month of October to promote Breast Cancer Awareness Month.

ADJOURNMENT TO  
CLOSED SESSION

At 8:22 pm Ms. Kilpatrick announced the meeting would adjourn to Closed Session to allow the Board of Directors to:

- A. Conference with Labor Negotiators; Agency Designated Representative: Irma Moisa; Employee Organization: AFSCME Council 57 (*pursuant to Government Code Section 54957.6*).

RETURN TO OPEN  
SESSION AND REPORT  
OF ACTION TAKEN

At 9:04 pm the meeting returned to Open Session. Ms. Kilpatrick reported the Board took no reportable action

ADJOURNMENT

The meeting was adjourned at 9:05 pm.

\_\_\_\_\_  
Mary Mae Kilpatrick, President

Attest:

\_\_\_\_\_  
Robert Sharp, Secretary

- CALL TO ORDER                      The meeting was called to order at 5:00 pm by Mary Mae Kilpatrick, President.
- PRESENT                                Mary Mae Kilpatrick, President  
Robert Sharp, Secretary  
M.C. Hubbard, Member  
Jody Veenker, Director  
Kevin S. Flanigan, MD, MBA, Chief Executive Officer  
Kelli Davis, MBA, Chief Operating Officer  
John Tremble, Chief Financial Officer (by phone)  
Tracy Aspel, RN, BSN, Chief Nursing Officer  
Irma Moisa, Attorney at Law
- ABSENT                                 Jean Turner, Vice President
- OPPORTUNITY FOR  
PUBLIC COMMENT                      Ms. Kilpatrick announced at this time persons in the audience may speak on any items listed on the Notice for this meeting, and speakers will be limited to a maximum of three minutes each. No comments were heard.
- ADJOURNMENT TO  
CLOSED SESSION                      At 5:04 pm Ms. Kilpatrick announced the meeting would adjourn to Closed Session to allow the Board of Directors to:
- A. Conference with Labor Negotiators; Agency Designated Representative: Irma Moisa; Employee Organization: AFSCME Council 57 (pursuant to Government Code Section 54957.6).
- RETURN TO OPEN  
SESSION AND REPORT  
OF ACTION TAKEN                      At 6:07 pm the meeting returned to Open Session. Ms. Kilpatrick reported the Board took no reportable action.
- ADJOURNMENT                         The meeting was adjourned at 6:08 pm.

\_\_\_\_\_  
Mary Mae Kilpatrick, President

Attest: \_\_\_\_\_  
Robert Sharp, Secretary



CALL TO ORDER                    The meeting was called to order at 6:30 pm by Mary Mae Kilpatrick, President.

PRESENT                            Mary Mae Kilpatrick, President  
Jean Turner, Vice President  
Robert Sharp, Secretary  
M.C. Hubbard, Treasurer  
Jody Veenker, Member at Large  
Kevin S. Flanigan, MD, MBA, Chief Executive Officer  
Kelli Davis, MBA, Chief Operating Officer  
Tracy Aspel, RN, BSN, Chief Nursing Officer  
John Tremble, Chief Financial Officer (*participation by phone during Closed Session*)

OPPORTUNITY FOR PUBLIC COMMENT                    Ms. Kilpatrick announced at this time persons in the audience may speak only on items listed on the Notice for this meeting, and speakers will be limited to a maximum of three minutes each. No comments were heard.

NIHD PATIENT SERVICES                    The Northern Inyo Healthcare District (NIHD) Board of Directors engaged in open discussion on the topic of patient services available at NIHD as compared to services available at other California Critical Access Hospitals of similar size. A PowerPoint presentation was provided by Chief Executive Officer Kevin S. Flanigan MD, MBA, which included an overview of the history of how services at the District developed over time, including the addition of specialty services and collaborations with area partners. A fiscal comparison of services available from other local providers was also provided.

OTHER TOPICS OF INTEREST                    Ms. Kilpatrick asked if those present wished to discuss additional topics of interest, or ask any questions of the District Board. A suggestion was made regarding having presentations such as Doctor Flanigan’s videoed and made available for viewing on the NIHD website.

ADJOURNMENT TO CLOSED SESSION                    At 7:37 pm Ms. Kilpatrick announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:  
A. Discuss a real estate negotiation regarding price, 152 Pioneer Lane, Bishop, California, agency negotiators Kevin S. Flanigan MD, MBA and Pioneer Medical Associates partners (*pursuant to Government Code Section 54956.8*).

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN                    At 8:08 pm the meeting returned to open session. Ms. Kilpatrick reported the Board took no reportable action.

PHARMACY  
CONSTRUCTION  
PROJECT

Doctor Flanigan called attention to a bid for the NIHD Pharmacy construction project received from Columbo Construction of Bakersfield, in the amount of \$2,347,208. Doctor Flanigan explained that the District reached out to over 100 contractors for bids on the project, and received very few responses. The Columbo proposal is for time and materials, and will cost \$1,000,000 more than originally expected for the project. The NIHD Foundation will contribute \$150,000 to help defer part of the cost. The District faces a December deadline for completion of the construction project, and if this proposal is approved construction will commence in two days. Following review of the information provided it was moved by Jean Turner, seconded by M.C. Hubbard, and unanimously passed to approve the construction bid submitted by Columbo Construction as presented.

ADJOURNEMENT

The meeting was adjourned at 8:23 pm.

\_\_\_\_\_  
Mary Mae Kilpatrick, President




Attest:

\_\_\_\_\_  
Robert Sharp, Secretary






























# Cardiopulmonary Policies

For BOD Review October, 2019

## EKG Policies

- ▼  Monitoring of Patients in Rooms with no Call Lights
- ▼  Stress Echo
- ▼  Echocardiogram Performance Protocol

## Respiratory Policies










- ▼  Accessibility & Labeling of Piped Med Gas System EC.02.05.09 EP11
- ▼  Adult Oxygen Protocol
- ▼  Aerobika OPEP Therapy (Bronchopulmonary Hygiene)\*
- ▼  BiPAP / Non-invasive Ventilation\*
- ▼  Care and Donning of a Powered Air Purifying Respirator
- ▼  Clinical Alarms: Respiratory Care Specific
- ▼  Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer
- ▼  Fire Response Plan-Code Red EC.02.03.01 EP9
- ▼  Infant Oxygen Protocol
- ▼  Initial Ventilator Settings
- ▼  Intermittent Oximetry Checks
- ▼  Intubation Tray Adult/Pediatric
- ▼  Intubation Tray Infant
- ▼  Liberation From Mechanical Ventilation
- ▼  Management of Gas Storage Locations EC.02.05.09 EP1-6
- ▼  Medical/Compressed Gas Cylinders & Storage Rooms EC.02.05.01 EP18 & EC.02.05.09 EP12
- ▼  Monitoring of Patients in Rooms with no Call Lights
- ▼  Nebulized Lidocaine
- ▼  PAPR Respirator Inspection Record
- ▼  Respiratory Care Infection Control General Policies
- ▼  Respiratory Care Infection Control, Personal Protection
- ▼  Respiratory Therapist Patient Assessment and Reassessment
- ▼  Sonography Ergonomics Policy
- ▼  Sputum Induction
- ▼  SUBMISSION OF BIOPSY (TISSUE) SPECIMENS (NOT FLUID)
- ▼  Temperature Monitoring of Storage Devices and Units
- ▼  Echocardiogram Performance Protocol
- ▼  N95 Mask Fit Testing Using PortaCount Pro
- ▼  Responding to Ventilator, BiPAP, Vapotherm, EtCO2 and SpO2 Alarms

## Safety Policies

- ▼  Back-Feeding Oxygen –New Facility









































# Medical Records Policies














For BOD Review October, 2019

- ▼  Barcode Rules & Assignments
- ▼  Deficiency Management
- ▼  Entries in the Medical Record
- ▼  Forms Development and Control Policy
- ▼  Information Security and Data Integrity
- ▼  Legal Health Record\*
- ▼  Medical Records Release of Information
- ▼  Release of Medical Information to Physicians or Other Health Care Provider Without Patient Authorization
- ▼  Responsibility and Process For Releasing Personal Health Information

# Pharmacy Policies

For BOD Review October, 2019

- ▼  Access to Medications in the Absence of the Pharmacist
- ▼  Administration of Drugs and Biologicals
- ▼  Administration of Drugs: Patient's Own Medications
- ▼  Ambulatory Care Pharmacist Interview Questions
- ▼  Automatic Stop of Medication Orders
- ▼  Black Box Warnings
- ▼  Blood Product Replacement During Obstetric Hemorrhage
- ▼  Cleaning the Pharmacy Sterile IV Preparation Area. (Clean Room)
- ▼  Controlled Substance Policy Hospital Wide
- ▼  Discharge Medications
- ▼  Drug Orders
- ▼  Drug storage and inspections of Medication Areas
- ▼  eMAR Downtime Procedure
- ▼  Fentanyl Patch Ordering Protocol
- ▼  High Alert Medications: Preparation, Dispensing, Storage\*
- ▼  Investigational Drugs
- ▼  Look-alike, Sound-alike Drugs\*
- ▼  Medication Security
- ▼  Nebulized Lidocaine
- ▼  Non-formulary Procurement of Medication
  
- ▼  OmniCell Automated Dispensing Unit (ADU)
- ▼  Pediatric Order Verification Overnight
- ▼  Pharmacist Clinical Interventions
- ▼  Pharmacy Confidentiality: Storage and Destruction of PHI-containing Documents
- ▼  Pharmacy Downtime Procedure
- ▼  Pharmacy Operations During the Temporary Absence of a Pharmacist\*
- ▼  Recalls: Drugs\*
- ▼  Repackaging and Compounding of Medications
- ▼  Sterile Products: Compounding Quality Assurance Program\*
- ▼  Sterile products: Compounding
- ▼  Sterile Products: Cytotoxic Agents
- ▼  Temperature Monitoring of Storage Devices and Units
- ▼  UNUSABLE DRUGS
- ▼  Vaccine for Childrens Vaccine Storage
- ▼  340B Contract Pharmacy Policy and Procedure\*
- ▼  340B Hospital Administered Drugs Covered Entity Policy\*
- ▼  Adult Vancomycin Dosing
- ▼  Antibiotic Stewardship Program Plan\*
- ▼  Fentanyl Patch Ordering Protocol
- ▼  Heparin Dosing Protocol

▼		IV Service When NIH IV Room Is Closed
▼		Medication Dosing in Renal Failure
▼		Medication Over-ride Policy*
▼		Medication Reconciliation
▼		Medication Shortages and Outages*
▼		Medications in the Absence of the Pharmacist*
▼		Opioids Waste Policy
▼		Plan to Eliminate or Substantially Reduce Medication-Related Errors
▼		Protecting Public from Impaired or Dishonest Pharmacy Employee*
▼		Safe Handling and Disposal of Occupationally Hazardous Drugs and Environmentally Hazardous Drugs*
▼		Single-dose vs Multi-dose Vial Policy*
▼		Use of Closed-System Transfer Device (CSTD)*
▼		Warfarin Protocol - In-Patient Adult