

# Board Packets

## February 21, 2023 Special Board Meeting

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## ***NOTICE***

### **NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS SPECIAL MEETING**

**February 21, 2023 at 5:30 pm**

**The Board is again meeting in person at 2957 Birch Street Bishop, CA 93514. Members of the public will be allowed to attend in person or via zoom. Public comments can be made in person or via zoom:**

**TO CONNECT VIA ZOOM:** *(A link is also available on the NIHD Website)*  
<https://zoom.us/j/213497015?pwd=TDIiWXRuWjE4T1Y2YVFWbnF2aGk5UT09>  
Meeting ID: 213 497 015  
Password: 608092

**PHONE CONNECTION:**  
888 475 4499 US Toll-free  
877 853 5257 US Toll-free  
Meeting ID: 213 497 015

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1. Call to Order (at 5:30 pm).
  2. ***Public Comment:*** At this time, members of 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. The Board is prohibited from generally discussing or taking action on items not included on this Notice.
  3. Open Session:
    - a. Approval of Tentative Agreement between NIHD and American Federation of State, County, and Municipal Employees (AFSCME) Technical Unit (*Board will consider the approval of this agreement*)
    - b. Approval of District Board Resolution 23-02 (*Board will consider the approval of this District Board Resolution*)
    - c. Approval of Tentative Agreement between NIHD and American Federation of State, County, and Municipal Employees (AFSCME) RN Unit (*Board will consider the approval of this agreement*)
    - d. Approval of District Board Resolution 23-03 (*Board will consider the approval of this District Board Resolution*)

4. 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 24 hours prior to the meeting.*



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**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: Lionel Chadwick, Interim CEO

DATE: February 21, 2023

SUBJECT: Adoption of the Tentative Agreement between the Northern Inyo Healthcare District (District) and the American Federation of State, County and Municipal Employees (AFSCME), District Council 57.

#### BACKGROUND

The American Federation of State, County and Municipal Employees, District Council 57 (“AFSCME”), the recognized exclusive bargaining representative for the Patient Care Technical, Business Office Clerical and Service Bargaining unit, and representatives of the District engaged in bargaining for a successor Memorandum Of Understanding (“MOU”). After several months of negotiations, a tentative agreement for a three-year Memorandum of Understanding, covering November 1, 2022 to October 31, 2025 was reached. AFSCME members will be voting to ratify the proposed agreement on February 23, 2023.

#### DISCUSSION AND ANALYSIS

The proposed three-year Tentative Agreement (TA) provides for overall status quo operations based on the District’s current practices with consideration for employee concerns. Changes to the Attendance Article will provide stronger guidance to managers and employees on how to navigate the human element of day to day attendance concerns and emergencies. The Tentative Agreement modifies the Defined Contribution plan, converting it to a voluntary match based system, up to 3.5%, and introduces a mandatory 3.5% employee contribution to the Defined Benefit (DB) plan. These contributions are joined by an additional DB plan modification in benefit calculation, by eliminating unused Paid Time Off from any calculations for final benefit payout. In addition, the TA stipulates a total of 10% in increases to employee contributions for Medical, Dental, and Vision (MDV) benefits, and a change in the eligibility period to a straight 30 days after hire or status change. For the benefit of employees and District recruitment efforts, the TA provides for increases in the pay scales of eighteen percent (18%), over the term of the contract, for all classifications which will bring employee wages to a competitive level for recruitment, while helping to support and retain our current staff. Additionally, the TA introduces a new weekend differential for employees working weekend day shifts, which should also aid in recruitment and retention efforts. The TA does not include any reopeners for the term of the contract, ensuring stability for the District for the next three years.

#### FISCAL REVIEW

Approval of the Tentative Agreement is recommended. This TA has set the framework for the District to strategically manage future wage and benefit modifications for all employees. These modifications will support the District in its goal of financial stability and responsible stewardship of public funds.

#### ATTACHMENT

Proposed Tentative Agreement between The American Federation of State, County and Municipal Employees, District Council 57 (“AFSCME”) and the District –

**NORTHERN INYO HEALTHCARE DISTRICT  
AFSCME – PATIENT CARE TECHNICAL,  
BUSINESS OFFICE CLERICAL AND SERVICE UNIT  
2022 CONTRACT NEGOTIATIONS**

**TENTATIVE AGREEMENT**

February 9, 2023

The Northern Inyo Healthcare District (“District”) and the Patient Care Technical, Business Office Clerical and Service Bargaining Unit, District Council 57, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (“Union”), hereby enter into a tentative agreement to conclude contract negotiations as set forth herein. This tentative agreement is subject to full ratification.

**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 AFSCME business representative will be required to adhere to the District’s vendor compliance protocol as of 6/19/2019.

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 employee 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.

For purposes of this Article only, “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 employees 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 employee 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) nurse’s stations; (iv) places where patients receive treatment, such as radiology and therapy areas; and (v) 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:

**1. Release and 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 employees 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 seven (7) members of the Union’s bargaining team inclusive of any alternates as informed by the Union. The employees will work collaboratively with their Managers to find coverage.
- c. Once dates are set, the District will notify managers of the dates of bargaining sessions. An employee 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 employee must report to work as scheduled.
- e. If a bargaining session is cancelled after a replacement for the employee has been arranged, the employee 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 employee 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 employee will work together with her/his Manager to find substitute coverage.
- g. Without regard to the number of employees who attend a particular bargaining session, the District will agree to provide compensation and a proportional amount of PTO accrual if the employee is benefited, for a maximum of seven (7) employees under all the following circumstances:
  - i. The employee 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 employee 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 employee and her/his Manager.
  - ii. The District will only provide compensation and a proportional amount of PTO accrual if the employee is benefited for time actually spent in negotiations and any caucus time during such bargaining sessions (an employee will not be paid for any caucus time outside of the scheduled bargaining sessions);
  - iii. The employee 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 employee's normal shift differential); and
  - iv. The employee must have been designated by the Union on the bargaining sign-in sheet as one of the maximum of seven (7) 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 employee.
- h. If an employee attends a bargaining session on a date/time that she/he was scheduled to work, but was not designated as one of the seven (7) individuals eligible for compensation, she/he will not receive any

compensation or proportionate PTO accrual for the time spent in negotiations. The employee may elect to use accrued but unused PTO to remain whole. If the employee does not elect to use PTO for time spent in negotiations, the employee 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 employee's hired FTE hours normally accrued during a regular workweek.

- i. If an employee 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 employee must continue to work the remaining hours of her/his scheduled shift.

#### C. Stewards

AFSCME Council 57 shall designate one staff Union Representative, a Chief Steward, and up to six (6) additional stewards as official representatives of the Union. The Union will furnish the District with written notification of all designated Stewards. If working, Stewards shall be released with pay for one eight-hour day per calendar year for Steward training.

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 employee, the steward shall be present, to report facts, ask clarifying questions and advise the employee member in any meeting with a supervisor, when such bargaining unit employee 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 employees as well as carry out their other union functions on the premises, in a manner that does not interfere with the employees or other district employees or cause them to neglect their work.

Stewards will make arrangements with their Manager 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 employees 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 **twelve (12) per month for the Chief Steward and** eight (8) hours per month per Steward.

#### D. Bulletin Boards

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 Lounge; 2) ICU Report Room; 3) Perinatal Staff Lounge; 4) Perioperative Lounge; 5) Emergency Department Staff Lounge; 6) Admissions office; 7) Purchasing; 8) Radiology Lounge, 9) Respiratory and EKG Lounge; 10) Information Technology; 11) Clinics located within the Northern Inyo Associates building (must be located behind suite doors and not in common spaces per lease); 12) Surgery Clinic; 13) RHC Women's Health; 14) Rehabilitation Services; 15) EVS Task Room; 16) Phlebotomy; Laboratory Lounge; 17) Pharmacy; 18) board in the Administration building next to ~~Kronos~~ **the time clock**; 19) outside of the cafeteria in the hallway near the main cafeteria entrance.

1. The Union agrees that postings shall be factually accurate in nature and shall not be personally disparaging.
2. 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.
3. **The Chief Steward shall be provided a copy of the key to the locked bulletin board outside the cafeteria, and the Union shall reimburse the District for the cost of the copy and any replacement.**

E. Email and Computers

Employees may use district email, computers, copiers, and printers to conduct union business with union employees 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 employee is properly relieved from performing her/his tasks.

F. 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.

G. New Employee Orientation

One Steward shall be provided with up to 30 minutes at each New Employee Orientation conducted by the District to present and distribute information relating to the presence and purpose of the Union to newly hired Bargaining Unit employees. 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 employees in bargaining unit positions within 14 days of hiring or as soon as the contingent offer by the District is accepted by the employee and the employee's start date is scheduled whichever is shorter.

H. 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.

I. Other Union Leave Releases

Stewards, Union Officers, or other members may also be released to attend other trainings or meetings of AFSCME. Such releases shall not be unreasonably denied by the District. This leave is unpaid unless such leave is classified by AFSCME as an AFSCME-paid union leave or the employee may choose to use their accrued PTO for such releases.

The District shall allow up to a cumulative total of eighty (80) hours of leave in each calendar year for employees to conduct AFSCME business (excluding bargaining and steward time). No more than two employees may be off work at the same time for this leave and individual leaves shall not exceed one week plus two (2) days for travel (one day prior to the beginning of the event and the second day immediately following the event). Employees must submit a written request for such leave at least two weeks in advance and obtain approval from their Manager as well as notify Human Resources.

Employees on Union Leave shall retain status as a regular employee with District and their wage and benefit payments shall not be impacted due to this leave. AFSCME shall reimburse District for all benefit and wage payments for the employees who use AFSCME paid Union Leave within two weeks of District's written request for reimbursement.

J. 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.

**ARTICLE 20**  
**SHIFT DIFFERENTIALS**

- A. Day Shift: Day shift workers are not paid shift differential for any hours worked. A day shift is a shift that starts at, or any time after, 06:00 and ends no later than 18:30. When an employee does not start and end work times within this window, the employee will be paid shift different according to sections B and C below.
- B. Evening Shift: Evening shift workers are paid eight-percent (8%) shift differential for any hours worked between 15:00-23:00.
- C. Night Shift: Night shift workers are paid twenty-five (25%) shift differential for any hours worked between 23:00-07:00.
- D. **Weekend Shift: Workers working between the hours of Saturday 0700 to 1900 and Sunday 0700 to 1900 shall receive weekend differential of \$3.00 per hour during those hours.**

**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 employee 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 and will not be counted as "occurrences." 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 employee illness. Patterns of absences not documented as requested shall not be protected.
3. Pre-approved **appointments**, vacation, personal holiday, scheduled sick leave, bereavement leave, jury duty, and military leave will be considered protected absences and not be counted as "occurrences." **If employees must be absent, regardless of reason, they must notify their immediate supervisor or department head at the earliest possible time.**
4. Absences due to work-related injury and approved as an on-the-job (workers' compensation) injury will be considered protected and not be counted as "occurrences."
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 and not be counted as "occurrences."
6. Absences due to verified natural disasters such as floods, wildfires, earthquakes, or other conditions, natural or man-made, that make it impossible for employees to report for scheduled work will be considered protected absences and not be counted as "occurrences."
7. **Absences due to a verified medical emergency, not covered by FMLA or work related, will be considered protected absences and not be counted as "occurrences". Employees must provide documentation supporting such**

**emergencies and inform their immediate supervisor or Department Head at the earliest possible time.**

a. **This section (Article 35.B.7.) shall sunset on ~~June 30~~ October 31, 2025 and shall only be extended by mutual written agreement.**

b. **During the life of this MOU the parties agree to meet proactively in the spirit of problem solving to determine whether Article 35.B.7. can be extended by mutual written agreement.**

8. Absences due to a diagnosed or suspected communicable disease, including but not limited to flu-like illnesses as defined by Health Care Workers with Influenza like Illness policy (fever greater than 100 degrees, cough and/or sore throat), or infectious gastroenteritis, will be considered protected absences and not be counted as "occurrences." **Employees must inform their supervisor at the time of the callout that they are experiencing symptoms that are covered above or the absence will not be considered protected and the occurrence will be applied. The District maintains the right to request documentation in cases of diagnosed or suspected communicable disease. For absences of more than three days, management may require documentation in the form of a doctor's note or FMLA paperwork for those who qualify.**

a. This section (Article 35.B.~~78.~~) shall sunset on October 31, ~~2022~~ ~~June 30,~~ ~~2025~~ ~~6~~ and shall only be extended by mutual written agreement.

b. During the life of this MOU the parties agree to meet proactively in the spirit of problem solving to determine whether Article 35.B.~~78.~~ can be extended by mutual written agreement.

C. Patterns of Absences:

Four (4) ~~Three (3)~~ incidents of the following within a 6-month **rolling 3-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 employee 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 employee to ensure that the employee is safe and that there has not been any miscommunication regarding the schedule. Three (3) ~~Two (2)~~ consecutive scheduled shifts of no call/no show **in a rolling twelve (12) month period** will be considered a resignation.

E. Punctuality:

An employee is expected to report for work and be ready to start ~~her/his~~ **their** shift at ~~her/his~~ **their** scheduled start time. Similarly, an employee is expected to leave for, and return from, scheduled breaks and lunch periods in a timely manner. A tardy is any time an employee fails to be at ~~her/his~~ **their** work station ready to begin work at ~~her/his~~ **their** scheduled start time, as well as returning late from a meal break. **For consistency, tardy is defined as being more than three (3) minutes past the scheduled start time.** An employee will have the option to use the ~~Kronos~~ **time clock** station outside the cafeteria when clocking in and out for ~~her/his~~ **their** meal break.

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

Employees are expected to swipe in or out to reflect actual hours worked. If the employee misses a swipe, the employee will utilize a ~~Kronos~~ **time card** edit sheet. However, employees are expected to miss less than 10% of an employee’s required punches over a rolling six (6) month period.

Under no circumstances shall an employee clock in or out for another employee 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, early departure, 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, excluding technical issues with the time clock which are brought to the attention of the Supervisor, 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 ~~two (2) additional occurrences~~ for a total of eight (8) resulting in termination.

Failure to notify the supervisor that the employee is unable to work ~~her/his~~ **their** 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 (during the 12 month rolling period):
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 employee in the probationary period, who has three (3) occurrences, will receive a written warning. If the employee has one or more additional occurrences within the remainder of the probationary period or extended employment probationary period, the employee may be subject to termination of employment. If the probationary warning is given and the remainder of the probationary period is completed successfully, the employee will be at the written warning step of the disciplinary process at the end of the probationary period.

**ARTICLE 37**

**WAGES**

A. Employee Pay Scale Ranges: Effective the first pay period following ratification November 1, 2022, the pay scale ranges for bargaining unit positions, and all employees in each position shall be increased by 4.1-5.1-6.1-8%. In addition, the following increases shall be applied:

Effective the first pay period after 7/1/2023: ~~2.3~~ 6%

Effective the first pay period after 7/1/2024: ~~2.5~~ 3 4%

Effective the first pay period after 7/1/2025: 2.5%

The pay scale ranges for all bargaining unit positions shall be listed in Appendix C.  
October 10, 2021, the following pay scale ranges for bargaining unit positions, and all employees in each position shall be increased by 10%:

<b>NIHD JOB TITLE DESCRIPTION</b>	<b>CURRENT MINIMUM</b>	<b>CURRENT MAXIMUM</b>	<b>PROPOSED MINIMUM</b>	<b>PROPOSED MAXIMUM</b>
ACUTE-SUBACUTE CNA-DEPARTMENT CLERK	\$16.83	\$22.42	\$18.51	\$24.66
CNA-DEPARTMENT CLERK	\$16.83	\$22.42	\$18.51	\$24.66
COOK	\$15.68	\$21.17	\$17.25	\$23.29
DIETARY CLERK	\$16.16	\$21.53	\$17.78	\$23.68
ED TECH DEPT CLERK CNA EMT	\$16.16	\$21.53	\$17.78	\$23.68
ENVIRONMENTAL SERVICES ATTENDANT	\$15.00	\$19.47	\$16.50	\$21.42
EVS FLOOR TECHNICIAN	\$16.48	\$21.85	\$18.13	\$24.04
EVS JOSEPH HOUSE	\$15.00	\$19.47	\$16.50	\$21.42
FOOD SERVICE WORKER	\$15.00	\$19.47	\$16.50	\$21.42
LAB ASST I	\$18.45	\$24.52	\$20.30	\$26.97
LAB ASST II	\$20.11	\$27.68	\$22.12	\$30.45
LAB ASST III	\$22.17	\$33.31	\$24.39	\$36.64
LAB ASST IV	\$26.76	\$35.86	\$29.44	\$39.45
LAUNDRY WORKER	\$15.00	\$19.47	\$16.50	\$21.42
MEDICAL ASSISTANT	\$15.88	\$22.26	\$17.47	\$24.49

PEDIATRIC CLINIC MEDICAL ASSISTANT	\$15.98	\$22.26	\$17.47	\$24.49
PERIOPERATIVE CLERK CNA	\$16.83	\$22.42	\$18.51	\$24.66
RESPIRATORY CARE PRACTITIONER	\$34.92	\$43.40	\$35.11	\$47.74
STERILE PROCESSING TECH	\$18.20	\$24.49	\$20.02	\$26.94
SUPPORT STAFF TALENT POOL	\$16.00	\$19.47	\$16.50	\$21.42
SURGERY TECH I	\$25.09	\$33.70	\$27.60	\$37.07
SURGERY TECH II	\$28.24	\$41.29	\$34.03	\$45.42
SURGERY TECH III	\$34.92	\$43.40	\$35.11	\$47.74
SURGERY TECH IV	\$33.68	\$46.27	\$37.05	\$50.00

Effective October 10, 2021, the following salary ranges for bargaining unit positions and all employees in each position shall be increased by 6.9%:

NIHD JOB TITLE DESCRIPTION	CURRENT MINIMUM	CURRENT MAXIMUM	PROPOSED MINIMUM	PROPOSED MAXIMUM
340B ANALYST PHARMACY TECH	\$23.30	\$34.61	\$24.91	\$37.00
ACCOUNTS PAYABLE CLERK	\$16.16	\$21.53	\$17.28	\$23.02
ACCOUNTS RECEIVABLE TECHNICIAN	\$16.23	\$23.73	\$17.35	\$25.37
ACUTE SUBACUTE DEPARTMENT CLERK	\$16.16	\$21.53	\$17.28	\$23.02
ADMISSION SERVICES EMERGENCY REGISTRAR	\$17.15	\$23.60	\$18.33	\$25.23
ADMISSION SERVICES FLOAT CLERK	\$17.97	\$24.37	\$19.21	\$26.05
ADMISSION SERVICES INSURANCE VERIFIER	\$17.15	\$23.60	\$18.33	\$25.23
ANCILLARY SPECIALIST TRAINEE	\$18.45	\$24.52	\$19.72	\$26.21
ANCILLARY SPECIALIST	\$23.30	\$34.61	\$24.91	\$37.00
APPLICATION ADMINISTRATOR DBA	\$16.82	\$69.20	\$50.05	\$73.97
BIOMEDICAL ENGINEER TECHNICIAN I	\$28.24	\$42.12	\$30.16	\$45.03
BUSINESS OFFICE DATA ENTRY CLERK	\$16.16	\$21.53	\$17.28	\$23.02
CARDIOPULMONARY EKG TREADMILL TECH	\$23.24	\$29.52	\$24.81	\$34.56
CENTRAL REGISTRATION REGISTRAR	\$17.15	\$23.60	\$18.33	\$25.23
CERTIFIED PHARMACY TECHNICIAN	\$24.26	\$28.75	\$22.73	\$30.73
CHARGE CAPTURE ANALYST	\$20.46	\$42.90	\$34.49	\$45.86
CHARGE ENTRY SPECIALIST	\$18.11	\$25.14	\$19.36	\$26.87

CLINICAL INFORMATICS-QUALITY	\$30.30	\$43.94	\$32.39	\$46.94
COMPUTER SERVICES ANALYST	\$28.24	\$42.12	\$30.16	\$45.03
COORDINATOR OF LIS	\$28.24	\$42.12	\$30.16	\$45.03
DI CLERK	\$17.16	\$23.60	\$19.33	\$25.23
ED DEPT TECH CLERK	\$16.16	\$21.53	\$17.28	\$23.02
ENTERPRISE APPLICATION ANALYST	\$29.46	\$42.90	\$34.49	\$45.86
HEALTHCARE INTERPRETER	\$20.14	\$27.68	\$24.60	\$29.59
HISTOTECHNICIAN	\$33.28	\$38.85	\$36.58	\$44.53
ICU LVN MONITOR TECH CERTIFIED	\$23.00	\$34.50	\$24.59	\$33.67
INTERNAL MEDICINE LVN	\$23.00	\$34.50	\$24.59	\$33.67
INTERNAL MEDICINE REG CLERK	\$16.16	\$24.53	\$17.28	\$23.02
ITS SYSTEM ADMINISTRATOR	\$36.76	\$49.37	\$38.22	\$52.78
JR. NETWORK SYSTEMS ANALYST	\$28.24	\$42.12	\$30.16	\$45.03
LAB ASST POINT OF CARE INFORMATICS COORD	\$28.24	\$42.12	\$30.16	\$45.03
MAINT ENGINEERING OFFICE ASST	\$17.97	\$24.37	\$19.24	\$26.06
MEDICAL RECORDS CLERK	\$16.16	\$24.53	\$17.28	\$23.02
MEDICAL STAFF SUPPORT GENERALIST	\$23.30	\$34.64	\$24.94	\$37.00
NETWORK SYSTEMS ENGINEER	\$36.76	\$49.37	\$38.22	\$52.78
OCCUPATIONAL THERAPIST	\$39.04	\$64.50	\$44.70	\$68.26
ORTHO CLINIC CLERK	\$16.16	\$24.53	\$17.28	\$23.02
ORTHO PEDIC CLINIC BACK OFFICE TECHNICIAN	\$26.09	\$33.70	\$26.82	\$36.03
PACU CLERK	\$16.83	\$22.42	\$17.99	\$23.97
PAT ACCT REP ANALYST	\$18.44	\$26.14	\$19.36	\$26.87
PATIENT NAVIGATOR	\$30.30	\$43.94	\$32.39	\$46.94
PBX INPATIENT REGISTRAR	\$17.46	\$23.60	\$18.33	\$25.23
PED CLINIC CLERK	\$16.16	\$24.53	\$17.28	\$23.02
PEDIATRIC CLINIC REGISTRATION CLERK	\$16.16	\$24.53	\$17.28	\$23.02
PERINATAL LVN CERTIFIED	\$23.00	\$34.60	\$24.59	\$33.67
PERIOP SERV SNR INVENTORY CNTRL ANALYST	\$25.09	\$33.70	\$26.82	\$36.03
PHYSICAL THERAPY ASSISTANT	\$26.76	\$36.86	\$28.64	\$38.33

PHYSICAL THERAPY ASSISTANT II	\$28.21	\$42.12	\$30.16	\$45.03
PURCHASING BUYER	\$18.53	\$26.54	\$19.84	\$28.37
PURCHASING CLERK	\$16.16	\$21.53	\$17.28	\$23.02
QUAL ASSUR AND PERFOR IMPROVEMENT ANALY	\$25.89	\$35.13	\$27.68	\$37.55
RAD TECH I	\$33.68	\$46.27	\$36.00	\$49.46
RAD TECH II	\$38.50	\$53.34	\$41.16	\$57.02
RAD TECH III	\$42.35	\$58.66	\$45.27	\$62.71
RAD TECH IV	\$44.44	\$59.71	\$47.51	\$63.83
RAD TECH IV MRSG	\$44.44	\$59.71	\$47.51	\$63.83
RECOVERY SUPPORT NAVIGATOR	\$30.30	\$43.91	\$32.39	\$46.94
REHAB SCHEDULER	\$17.15	\$23.60	\$18.33	\$25.23
REHABILITATION AIDE	\$16.16	\$21.53	\$17.28	\$23.02
RHC AUTHORIZATION AND REFERRAL SPECIALIS	\$17.36	\$26.24	\$18.56	\$28.05
RHC DRIVER	\$16.16	\$21.53	\$17.28	\$23.02
RHC INS BILLER	\$16.23	\$23.73	\$17.35	\$25.37
RHC REGISTRATION CLERK	\$16.16	\$21.53	\$17.28	\$23.02
RHC WOMENS CLINIC CLERK	\$16.16	\$21.53	\$17.28	\$23.02
RHC WOMENS HEALTH LVN	\$23.00	\$31.50	\$24.50	\$33.67
SCAN FILE CLERK	\$16.16	\$21.53	\$17.28	\$23.02
SONOGRAPHER	\$38.50	\$53.34	\$41.16	\$57.02
SONOGRAPHER II	\$42.35	\$58.66	\$45.27	\$62.71
SONOGRAPHER III	\$44.44	\$59.71	\$47.51	\$63.83
STAFF ACCOUNTANT	\$27.68	\$39.16	\$29.50	\$41.86
SURGERY CLINIC CLERK	\$16.16	\$21.53	\$17.28	\$23.02
SURGERY CLINIC LVN	\$23.00	\$31.50	\$24.50	\$33.67
SYRINGE SERVICE PLANNER TEMP GRANT FUND	\$18.45	\$24.52	\$19.72	\$26.21

Each newly hired employee will be placed within their position salary range according to her/his number of applicable years of experience as well as education, licensure, or certification held by the employee that is above what is required for the position.

For every year of applicable experience, the employee will have 2.5% added to the minimum of the pay scale range to determine their starting rate (2.5% will not be compounded). For any degree, license, or certification above what the job requires, they will receive an additional 2.5% with a maximum of 5%.

Example: Pay scale \$15.00 - \$25.00 for an employee with 3 years of experience and a certification not required for the position would be calculated as follows:

1.  $\$15.00 \times 1.075$  (3 years of experience at 2.5% for each year) = \$16.13
2.  $\$16.13 \times 1.025$  (2.5% for certification not required) = \$16.53 (starting pay rate)

B. Annual Wage Step Increases:

An annual step increase of 2.5% shall be awarded to each employee in the bargaining unit on the first day of the pay period following the anniversary of the employee's position date.

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

C. Non-Benefited Part-Time and Per Diem Employees:

Non-Benefited Part-Time and Per Diem employee 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 employee 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.

Sign-On Bonuses

The parties recognize that the District has a long-standing past practice of providing sign-on bonuses, and which predates union formation. The Union reserves its right to negotiate over this practice during the next contract term or beyond.

Pay Audits

**The parties recognize that the District has a long-standing past practice of conducting regular audits of employee pay, which predates union formation. These audits consist of reviewing employee salaries against agreed upon wages in Appendix C. The parties agree that in cases where an audit finds an employee has been paid a rate over their scale, the District will correct such mistakes prospectively, with proper notice to the employee and the Union.**

**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 at Tier 1, as of January 1, 2020, for benefited employees. Coverage for newly hired or newly eligible benefited employees shall begin ~~on the first day of the month~~ **30 days** after the date of hire or coverage eligibility. The Medical Plan shall include ~~the new Tier 1~~ of NIHD at 100% Benefit Level, and changes to Tiers 2 and 3 will take effect 1/1/2024.

Per Diem and Part Time Non-Benefited employees 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 employees 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 employee so that she/he qualifies for health care benefits unless the District's coverage needs or employee availability necessitates different scheduling. A non-benefited employee shall not be scheduled so as to avoid qualification for health care benefits.

Effective January 1, ~~2022~~ **2024**, Full-time and Part-time employees shall make the following monthly contributions:

<b>Basic Plan</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
Employee Only	11.50	111.07
Employee +1	214.60	271.78
Employee +2 or More	311.56	311.56
-	-	-
-	-	-
<b>Basic Plus Plan</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
Employee Only	39.72	125.63
Employee +1	279.78	312.06
Employee +2 or More	379.94	379.94

<b>Basic Plan</b>	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
Employee Only	111.07	116.62	122.18
Employee +1	271.78	285.37	298.96
Employee +2 or More	311.56	327.14	342.72
<b>Basic Plus Plan</b>	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
Employee Only	125.63	131.91	138.19
Employee +1	312.06	327.66	343.27
Employee +2 or More	379.94	398.94	417.93

**In the event contributions covered in this article do not change for unrepresented employees during the term of this contract, any agreed upon contribution changes for Technical Unit employees will also be reverted.**

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 employee 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 employee opts out of all health care plan benefits or \$112.60 per month if employee opts out of medical only (retains dental and vision) or \$24.40 per month if employee opts out of dental and vision only (retains medical).

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 employees eligible to participate in the Defined Benefit Pension Plan at benefit levels ~~currently provided, unless modified after a re-opener in March 2021~~ **agreed to in the most current contract, including contributions by employee participants.** ~~The Parties agree to re-open this MOU in March 2021 to discuss the durability and potential modification, to the Defined Benefit Pension Plan, including employee contributions.~~ The parties agree that changes to this article can only be made by mutual written agreement.

**The parties agree to the following changes to the Defined Benefit Pension Plan, effective upon ratification:**

**Employee Participants shall contribute 3.5% of eligible compensation in to the plan fund on the following schedule:**

- **Upon Ratification – 2.5%**
- **Effective July 1, 2023 – an additional 1%, totaling 3.5%**

**Unused Paid Time Off shall not be included in the calculation of the employee's final check for the purposes of calculating the pay out benefit.**

The District has adopted a resolution regarding the funding of the Defined Benefit Plan that complies with California Government Code section 7522.52. The District agrees that it shall provide a minimum of 14-days notice to the Union before making any changes to the funding policy. Any changes to the funding policy shall be made by the Board in open session.

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.

a. 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 employees who

are not eligible participants in the Defined Benefit Pension Plan. **Effective upon ratification or when administratively feasible, the District shall make an annual contribution to the 401(a) Plan in the amount of matching up to 7.00 3.50% of eligible compensation, combined with a mandatory voluntary match contribution of up to 3.50% of eligible compensation by the eligible plan participants. Employees may opt out of this plan at any time, and those that do so will receive no District contributions.**

~~which shall be allocated to participants in accordance with 401(a) Plan Documents, no later than October 15 for each preceding calendar year.~~

**Employees in both plans shall have the option to retain their full employee contribution should they separate at any time from the District. The employee shall be solely responsible for any and all State and Federal tax implications, should they choose not to rollover the funds into an alternative eligible retirement plan.**

**In the event plan modifications covered in this article are not applied to unrepresented employees during the term of this contract, any agreed upon modifications for Technical Unit employees will also be reverted.**

*\*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 43**  
**HEALTH AND SAFETY**

- A. The District and AFSCME agree that occupational health and safety are the mutual concern and commitment of the District, the Union, and employees. To that end, the District shall comply with all applicable Federal, State and local safety laws, rules and regulations and shall communicate to and ensure that employees do the same.
- B. The District maintains an Injury and Illness Prevention Program (IIPP). Under Title 8 of the California Code of Regulation, as the basic workplace safety program.
- C. The District Safety Committee will meet on paid time in accordance with the Safety Committee policy and shall include two Technical Unit representatives (appointed by the union). **Any member of the Committee shall be permitted to bring any concerns or matters of safety to the Committee meetings. All members of the Committee shall be kept apprised of all matters pertaining to the Committee.**
- D. The following forums exist for employees to raise safety concerns related to occupational health and safety:
- District Safety Committee
  - Daily Safety Huddles
  - Safe Patient Handling Subcommittee
  - Professional Practice 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 Employee Assessment to be completed at the time of the Annual evaluation

**ARTICLE 53**  
**TERM OF AGREEMENT**

This Agreement shall become effective ~~October 21, 2020~~ **November 1, 2022** and shall continue in full force and effect through October 31, 2022 ~~June 30, 2026-2025~~.

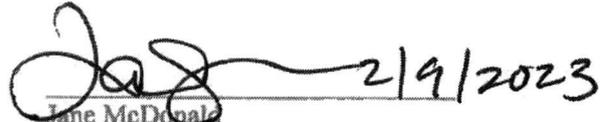
This agreement shall be automatically renewed and extended from year to year thereafter until either party serves notice in writing, which is received by the other party at least 90 days prior to the expiration date of this Agreement, of its desire to terminate or amend this Agreement.

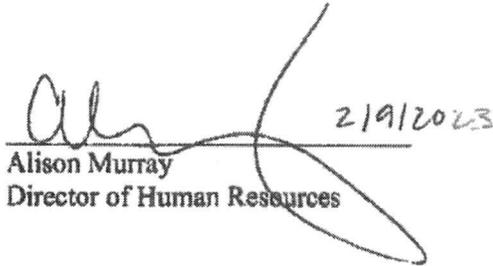
If a new Agreement is not reached prior to the expiration of this Agreement or any anniversary date thereafter, the parties may, by mutual written consent extend the existing Agreement for a specified period of time.

**ON BEHALF OF THE DISTRICT**

**ON BEHALF OF THE UNION**

  
Andrew M. Aller  
District Negotiator

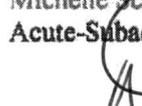
  
Jane McDonald  
Eastern Sierra Representative  
AFSCME Council 57

  
Alison Murray  
Director of Human Resources

  
Kaylyn Rickford, MA  
Chief Steward, AFSCME Local 315

  
Alicia Vargas  
Authorization and Referral

  
Michelle Scott  
Acute-Subacute

  
Dean Lewis  
ITS

  
Cathy Poquette  
Radiology

  
Samantha Bumgarner  
Acute-Subacute

  
Brandy Park  
Pediatric Clinic

RESOLUTION NO. 23-02

A RESOLUTION OF THE GOVERNING BOARD OF THE NORTHERN INYO HEALTHCARE DISTRICT PROVIDING FOR ADOPTION OF A TENTATIVE AGREEMENT BETWEEN THE NORTHERN INYO HEALTHCARE DISTRICT AND DISTRICT COUNCIL 57, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO – PATIENT CARE TECHNICAL, BUSINESS OFFICE CLERICAL AND SERVICE UNIT

WHEREAS, AFSCME and representatives of the District have met and conferred as required under the Meyer-Milias Brown Act to reach agreement on Tentative Agreement (TA) to cover the period November 1, 2022 to October 31, 2025; and

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

WHEREAS, District staff recommends the adoption of the TA as it provides for clarity in various areas, provides fair compensation and benefits consistent with the District's budget;

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

**SECTION 1.** That the Tentative Agreement 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 21 day of February, 2023.

PASSED, APPROVED AND ADOPTED this 21 day of February, 2023.

\_\_\_\_\_  
\_\_\_\_\_, Board Chair

ATTEST:

\_\_\_\_\_  
Clerk



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**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: Lionel Chadwick, Interim CEO

DATE: February 21, 2023

SUBJECT: Adoption of the Tentative Agreement between the Northern Inyo Healthcare District (District) and the American Federation of State, County and Municipal Employees (AFSCME), District Council 57.

#### BACKGROUND

The American Federation of State, County and Municipal Employees, District Council 57 (“AFSCME”), the recognized exclusive bargaining representative for the Registered Nurse unit, and representatives of the District engaged in bargaining for a successor Memorandum Of Understanding (“MOU”). After several months of negotiations, a tentative agreement for a three-year Memorandum of Understanding, covering November 1, 2022 to October 31, 2025 was reached. AFSCME members will be voting to ratify the proposed agreement on February 24, 2023.

#### DISCUSSION AND ANALYSIS

The proposed three-year Tentative Agreement (TA) provides for overall status quo operations based on the District’s current practices with consideration for employee concerns. Changes to the Attendance Article will provide stronger guidance to managers and employees on how to navigate the human element of day to day attendance concerns and emergencies. Additionally, the TA will provide the RN team with a new seat on the Health and Safety Committee to better relay the concerns and views of nurses. The Tentative Agreement modifies the Defined Contribution plan, converting it to a voluntary match based system, up to 3.5%, and introduces a mandatory 3.5% employee contribution to the Defined Benefit (DB) plan. These contributions are joined by an additional DB plan modification in benefit calculation, by eliminating unused Paid Time Off from any calculations for final benefit payout. In addition, the TA stipulates a total of 10% in increases to employee contributions for Medical, Dental, and Vision (MDV) benefits, and a change in the eligibility period to a straight 30 days after hire or status change. For the benefit of employees and District recruitment efforts, the TA provides for increases in the pay scales of twenty-five and a half percent (25.5%), over the term of the contract, for all unit classifications. These wage increases are intended to help with recruitment and reduce contract labor, while helping to support and retain our current staff. Additionally, the TA increases differentials for RNs who perform preceptorship and charge nurse roles within their units. To better support staffing and patient care, the TA includes a significant change to our Per Diem staff obligations. The changes to our Per Diem status will ensure more regular, reliable staffing from our Per Diem RNs to provide more consistent patient care from staff already working in the District. To provide that higher quality of care and reflect the greater responsibility, the TA will increase our Per Diem differential from five percent (5%) to twelve percent (12%). The TA does not include any reopeners for the term of the contract, ensuring stability for the District for the next three years.

#### FISCAL REVIEW

Approval of the Tentative Agreement is recommended. This TA has set the framework for the District to strategically manage future wage and benefit modifications for all employees. These modifications will support the District in its goal of financial stability and responsible stewardship of public funds.



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**Northern Inyo Healthcare District**

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

**ATTACHMENT:**

Proposed Tentative Agreement between The American Federation of State, County and Municipal Employees, District Council 57 (“AFSCME”) and the District –

**NORTHERN INYO HEALTHCARE DISTRICT  
AFSCME – RN UNIT  
2022 CONTRACT NEGOTIATIONS**

**TENTATIVE AGREEMENT**

FEBRUARY 9, 2023

The Northern Inyo Healthcare District (“District”) and the Registered Nurse (RN) Bargaining Unit, District Council 57, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (“Union”), hereby enter into a tentative agreement to conclude contract negotiations as set forth herein. This tentative agreement is subject to full ratification.

**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.
4. **The Chief Steward shall be provided a copy of the key to the locked bulletin board outside the cafeteria, and the Union shall reimburse the District for the cost of the copy and any replacement.**

**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 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. . **Positions shall first be offered to any candidates within the department according to department seniority. Among internal candidates from outside the department, 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 17**  
**PER DIEM STAFF**

- A. A Per Diem RN shall be available **and shall be scheduled** to work a minimum of **24 hours per month and 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~~ **them** from fulfilling this commitment. ~~Some portion of~~ **At minimum, 12 of these 300 hours must be scheduled as night shift in departments with night shift available.** 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.
- E. A Per Diem RN is required to submit ~~her/his~~ **their** 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.
- F. Per Diem RNs may choose to work for opposing shifts.
- G. Once the final department schedule has been posted, Per Diem RNs are expected to work all assigned shifts.
- H. After ~~120~~ **30 60** days of non-availability, unrelated to an approved Leave of Absence for ~~her/his~~ **their** own serious health condition, the Per Diem RN may be separated.

**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 **defined as** when an RN is available to ~~her/his~~ **their** department, and when contacted **by department management or a House Supervisor**, 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.~~ **RN's who are on Mandatory Standby and live more than 15 miles from the Hospital shall have accommodation secured for them at a designated site, Trees Motel, paid for by the District.**
- 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. Travelers shall be offered Standby shifts one (1) week prior to the posting of the final schedule.
- F. Cross-trained RNs from other departments may also sign up for voluntary Standby shifts.
- G. After the schedule has been posted, an RN may offer her/his standby shifts to another RN with the same or equal competencies to cover the shift.
- H. The hourly Standby rate is paid at \$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~~ **they are** 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~~ **they** shall be guaranteed a minimum of two (2) hours work for each occasion for which ~~she/he~~ **they are** 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.
- I. An RN who is not on Standby and is called in to work will receive One Time Callback pay in the amount of \$27.50 in lieu of Standby pay.
  - J. All non-exempt RNs who are on Standby or receive One Time Callback and are called into work shall receive Call-back pay.
    1. Call back pay begins at the time the RN arrives at work and swipes into ~~Kronos~~ **the time clock**.
    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 ~~time and one half of her/his~~ **their** base rate of pay inclusive of shift differential. See Article 21 RN Shift Differentials.

**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 **Full and Part Time** 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 **10%** ~~\$1.00~~ **for each** ~~per hour per~~ scheduled shift as RN Shift Charge ~~not to exceed the shift hours~~.

**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 **appointments**, vacation, personal holiday, scheduled sick leave, bereavement leave, jury duty, and military leave will be considered protected absences. **If employees must be absent, regardless of reason, they must notify their immediate supervisor or department head at the earliest possible time.**
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.
7. **Absences due to a verified medical emergency, not covered by FMLA or work related, will be considered protected absences and not be counted as "occurrences". Employees must provide documentation supporting such emergencies and inform their immediate supervisor or Department Head at the earliest possible time.**
  - a. **This section (Article 35.B.7.) shall sunset on October 31, 2025 and shall only be extended by mutual written agreement.**

b. During the life of this MOU the parties agree to meet proactively in the spirit of problem solving to determine whether Article 35.B.7. can be extended by mutual written agreement.

8. Absences due to a diagnosed or suspected communicable disease, including but not limited to flu-like illnesses as defined by Health Care Workers with Influenza like Illness policy (fever greater than 100 degrees, cough and/or sore throat), or infectious gastroenteritis, will be considered protected absences and not be counted as "occurrences." Employees must inform their supervisor at the time of the callout that they are experiencing symptoms that are covered above or the absence will not be considered protected and the occurrence will be applied. The District maintains the right to request documentation in cases of diagnosed or suspected communicable disease.

a. This section (Article 35.B.7.) shall sunset on October 31, 2025 and shall only be extended by mutual written agreement.

b. During the life of this MOU the parties agree to meet proactively in the spirit of problem solving to determine whether Article 35.B.7. can be extended by mutual written agreement.

C. Patterns of Absences:

Four (4) ~~Three (3)~~ incidents of the following within a 6-month ~~3-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) ~~Two (2)~~ consecutive scheduled shifts in a rolling twelve (12) month period 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~~ their shift at ~~her/his~~ their 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~~ their work station ready to begin work at ~~her/his~~ their scheduled start time, as well as

returning late from a meal break. For consistency, tardy is defined as being more than ~~six (6)~~ **three (3)** minutes past the scheduled start time. An RN will have the option to use the ~~Kronos~~ **time clock** 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~~ **time card** 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 ~~two (2) additional~~ occurrences 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~~ **their** 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 37  
WAGES  
Pay Scale Adjustments**

A. RN pay scale ranges:

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 hire date.

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.

~~Effective upon the ratification of an agreement related to the 2021-2022 reopener negotiations, the District shall no longer utilize position hire date for purposes of annual step increases. As such, **Employees** will continue to be eligible for annual **step** increases **of 2.5%** despite future position transfers that may occur within the bargaining unit.~~

~~Effective on October 10, 2021 the **first pay period following ratification November 1, 2022**, the existing salary schedule shall be ~~consolidated and increased~~ **amended** to the following new salary schedule **outlined in Appendix B, and shall include the new classification and salary level of Lead RN, RNFA/CSE/Resource RN shall be consolidated into Specialty RN. The new salary schedule shall reflect the following salary increases:**(Clinic RN and Hospital RN shall be consolidated into Staff RN):~~

~~**Effective the first pay period following Ratification November 1, 2022, overall 15 1718.5 19.5% increase to wages and expansion of Specialty RNFA/CSE/Resource RN scale to 16 steps. Any RN currently in a position that falls under Specialty RNFA/CSE/Resource RN will be evaluated reviewed and placed on the most appropriate step for their years of experience.**~~

~~**Effective the first pay period after 7/1/2023, overall 2.5 3% increase to RN wages and scales.**~~

~~**Effective the first pay period after 7/1/2024, overall 2 3% increase to RN wages and scales.**~~

~~**Effective the first pay period after 7/1/2025, overall 2 3% increase to RN wages and scales.**~~

B. Education Pay Differentials:

Effective October 25, 2020, an RN with additional accredited degrees not required in her/his job description shall receive the following which apply not to exceed \$3.45 **4.25** per hour above the maximum of the pay scale range:

\$0.60 per hour for Bachelors; or  
\$1.25 per hour for Bachelors – BSN; or  
\$2.25 per hour for Masters – in healthcare related field; and  
~~\$0.60~~ **1.00** per hour per certification for up to two certification identified as eligible according to the Nursing Certification Policy and Procedure. Such Policy can be amended upon Chief Nursing Officer approval when new pertinent certifications are identified and recommendations are made by the Orientation Competency Committee.

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

Non-Benefited Part-Time and Per Diem RN shall receive ~~5%~~ **10 12%** above her/his appropriate pay rate on the pay scale range, not to exceed ~~5%~~ **10 12%** 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.

Sign-On Bonuses

The parties recognize that the District has a long-standing past practice of providing sign-on bonuses, and which predates union formation. The Union reserves its right to negotiate over this practice during the next contract term or beyond.

Pay Audits

**The parties recognize that the District has a long-standing past practice of conducting regular audits of employee pay, which predates union formation. These audits consist of reviewing employee salaries against agreed upon wages in Appendix B. The parties agree that in cases where an audit finds an employee has been paid a rate over their scale, the District will correct such mistakes prospectively, with proper notice to the employee and the Union.**

**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 Tier 1, 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~~ 30 days after the date of hire or coverage eligibility. The Medical Plan shall include a Tier 1 at 100% Benefit Level, and changes to Tiers 2 and 3 will take effect 1/1/2024.

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 2024, 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

<b>Basic Plan</b>	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
<b>Employee Only</b>	111.07	<b>116.62</b>	<b>122.18</b>
<b>Employee +1</b>	271.78	<b>285.37</b>	<b>298.96</b>
<b>Employee +2 or More</b>	311.56	<b>327.14</b>	<b>342.72</b>
	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
<b>Basic Plus Plan</b>			
<b>Employee Only</b>	125.63	<b>131.91</b>	<b>138.19</b>
<b>Employee +1</b>	312.06	<b>327.66</b>	<b>343.27</b>
<b>Employee +2 or More</b>	379.94	<b>398.94</b>	<b>417.93</b>

**In the event contributions covered in this article do not change for unrepresented employees during the term of this contract, any agreed upon contribution changes for RN Unit employees will also be reverted.**

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 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, unless modified after a re-opener in March 2021~~ **agreed to in the most current contract, including contributions by employee participants.** ~~The Parties agree to re-open this MOU in March 2021 to discuss the durability and potential modification, to the Defined Benefit Pension Plan, including employee contributions.~~ The parties agree that changes to this article can only be made by mutual written agreement.

**The parties agree to the following changes to the Defined Benefit Pension Plan, effective upon ratification:**

**Employee Participants shall contribute 3.5% of eligible compensation in to the plan in the following schedule:**

- **Upon ratification – 2.5%**
- **Effective July 1, 2023 – an additional 1%, equaling a total of 3.5%**

**Unused Paid Time Off shall not be included in the calculation of the employee's final check for the purposes of calculating the pay out benefit**

**~~The option for a lump sum payment of benefit shall be discontinued.~~**

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, unless modified after a re-opener in March 2021. The Parties agree to re-open this MOU in March 2021 to discuss the durability and potential modification, to the Defined Benefit Pension Plan, including employee contributions. The parties agree that changes to this article can only be made by mutual written agreement.

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,~~ **Effective upon ratification or when administratively feasible,** the District shall make an annual contribution to the 401(a) Plan in the ~~an~~ amount of 7.00 **matching up to 3.50%** of eligible compensation, **combined with a mandatory voluntary match of 3.5% of eligible compensation by the eligible plan participants per the same schedule above,** which shall be allocated to participants in accordance with 401(a) Plan Documents. **Employees may opt out of this plan at any time, and those that do so will receive no District contributions.**

**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.*

**Employees in both plans shall have the option to retain their full employee contribution should they separate at any time from the District. The employee shall be solely responsible for any and all State and Federal tax implications, should they choose not to rollover the funds into an alternative eligible retirement plan.**

**In the event plan modifications covered in this article are not applied to unrepresented employees during the term of this contract, any agreed upon modifications for RN Unit employees will also be reverted.**

**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
  - RHC NIA Clinic .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 10% ~~\$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 57**  
**TERM OF AGREEMENT**

This Agreement shall become effective ~~July 1, 2019~~ **November 1, 2022** and shall continue in full force and effect through October 31, ~~2022~~ **June 30, 2026** **2025**. ~~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.

**NEW ARTICLE  
HEALTH AND SAFETY**

- A. The District and AFSCME agree that occupational health and safety are the mutual concern and commitment of the District, the Union, and employees. To that end, the District shall comply with all applicable Federal, State and local safety laws, rules and regulations and shall communicate to and ensure that employees do the same.
- B. The District maintains an Injury and Illness Prevention Program (IIPP). Under Title 8 of the California Code of Regulation, as the basic workplace safety program.
- C. The District Safety Committee will meet on paid time in accordance with the Safety Committee policy and shall include one RN Unit representative (appointed by the union). Any member of the Committee shall be empowered to bring any concerns or matters of safety to the Committee meetings. All members of the Committee shall be kept apprised of all matters pertaining to the Committee.
- D. The following forums exist for employees to raise safety concerns related to occupational health and safety:
- District Safety Committee
  - Daily Safety Huddles
  - Safe Patient Handling Subcommittee
  - Professional Practice 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 Employee Assessment to be completed at the time of the Annual evaluation

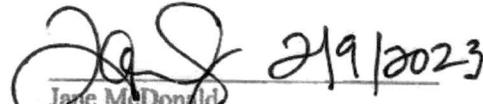
**NEW ARTICLE**  
**CLINICAL STAFF EDUCATOR (CSE)**

**The Union and the District agree that the Union will be able to meet with the CNO to further discuss the practical application of the side letter agreement regarding the CSE position posting.**

**ON BEHALF OF THE DISTRICT**

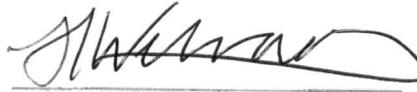
**ON BEHALF OF THE UNION**

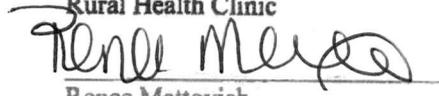
  
Andrew M. Aller  
District Negotiator

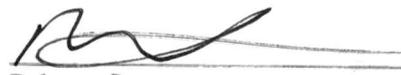
 2/9/2023  
Jane McDonald  
Eastern Sierra Representative  
AFSCME Council 57

 2/9/2023  
Alison Murray  
Director of Human Resources

Anneke Bishop  
Chief Steward, AFSCME Local 315

  
Heleen Welvaart  
Rural Health Clinic

  
Renee Mattovich  
Emergency Department

  
Rebecca Street  
PACU Department

RESOLUTION NO. 23-03

A RESOLUTION OF THE GOVERNING BOARD OF THE NORTHERN INYO HEALTHCARE DISTRICT PROVIDING FOR ADOPTION OF A TENTATIVE AGREEMENT BETWEEN THE NORTHERN INYO HEALTHCARE DISTRICT AND DISTRICT COUNCIL 57, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO – REGISTERED NURSE UNIT

WHEREAS, AFSCME and representatives of the District have met and conferred as required under the Meyer-Milias Brown Act to reach agreement on Tentative Agreement (TA) to cover the period November 1, 2022 to October 31, 2025; and

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

WHEREAS, District staff recommends the adoption of the TA as it provides for clarity in various areas, provides fair compensation and benefits consistent with the District's budget;

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

**SECTION 1.** That the Tentative Agreement 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 21 day of February, 2023.

PASSED, APPROVED AND ADOPTED this 21 day of February, 2023.

\_\_\_\_\_  
\_\_\_\_\_, Board Chair

ATTEST:

\_\_\_\_\_  
Clerk