

# October 21 2020 Regular Meeting

## October 21 2020 Regular Meeting - October 21 2020 Regular

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**AGENDA**  
**NORTHERN INYO HEALTHCARE DISTRICT**  
**BOARD OF DIRECTORS REGULAR MEETING**  
**October 21, 2020 at 5:30 p.m.**  
**2957 Birch Street, Bishop, CA**

**Northern Inyo Healthcare District invites you to attend this Zoom meeting:**

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, persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board. Members of the audience will have an opportunity to address the Board on every item on the agenda, 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 the agenda.
3. New Business:
  - A. 2020 NIHD Strategic Planning Development (*information item*).
  - B. Sharps Committee Charter approval (*action item*).
  - C. Policy and Procedure approval, *Computer Downtime, Emergency Department (action item)*.
  - D. Approval of Memorandum of Understanding between NIHD and American Federation of State, County, and Municipal Employees (AFSCME) Technical Unit; and approval of District Board Resolution 20-10 (*action items*).
  - E. Approval of Letter of Agreement, NIHD and American Federation of State, County, and Municipal Employees (AFSCME) RNs; and approval of District Board Resolution 20-11 (*action items*).
  - F. Benefits Broker Implementation Timeline (*action item*).
  - G. Group Purchasing Organization (GPO) contract and appointment of a new GPO (*action item*).

- H. Applying for forgiveness of Paycheck Protection Program loan (*information item*).
- 4. Chief of Staff Report, Charlotte Helvie, MD:
  - A. Policy and Procedure approval (*action item*):
    - 1. *Pulmonary Function Testing*
  - B. Medical Staff Survey Update (*information item*).

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***Consent Agenda (action items)***

- 5. Pioneer Home Health quarterly update
  - 6. Approval of minutes of the September 2 2020 special meeting
  - 7. Approval of minutes of the September 16 2020 regular meeting
  - 8. Financial and Statistical reports as of September 30 2020
  - 9. Cerner Implementation update
  - 10. Construction project update
  - 11. Return On Investment (ROI) Committee update
- 
- 12. NIHD Committee updates from Board members Turner, Sharp, and Kilpatrick (*information items*).
  - 13. Reports from Board members (*information items*).
  - 14. Adjournment to Closed Session to/for:
    - A. Conference with legal counsel, existing litigation (*pursuant to Gov. Code Section 54956.9 (d)(1)*). Name of case: Robin Cassidy v. Northern Inyo Healthcare District.
    - B. Conference with Labor Negotiators (*pursuant to Gov. Code Section 54957.6*), Agency designated representative: Jean Turner, Chair. Unrepresented employee: Kelli Davis, Interim CEO.
  - 15. Return to Open Session and report of any action taken (*information item*).
  - 16. Adjournment.

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

# Northern Inyo Hospital Employee Occupational Safety

## Charter

Chair: Infection Preventionist

Reports to: Safety Committee/Infection Control Committee

Membership: Chief Nursing Officer  
DON Quality/Infection Prevention  
District Education  
Diagnostic Imaging Services  
Laboratory Services  
Employee Health Specialist  
EVS/Laundry  
Director of Purchasing  
Nursing Services  
Admission Services  
Cardiopulmonary Services  
Pharmacy Services  
RHC/NIA Clinics

Convenes: 6 months and Ad Hoc

Purpose: The goal of the NIHD Sharps Prevention Program is to continue to progress in reducing the risk of sharps injuries to NIHD healthcare workers, patients and visitors. This committee will focus on five pivotal areas:

1. Improving sharps safety in surgical settings.
2. Understanding and reducing exposure risks in all hospital, nonhospital settings, and home settings.
3. Involve frontline workers in the selection of safety devices.
4. Address gaps in available safety devices and encouraging innovative designs and technology.
5. Enhance healthcare worker education and training.

Developed: 5/2020 RC

Reviewed:

Revised:

Last Board of Director review:

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Computer Downtime Emergency Department	
Scope: Emergency Department	Manual: ED - Structure Standards
Source: Manager - Emergency Department	Effective Date: 4/04

**PURPOSE:**

To provide a format for discharge instructions for patients in the Emergency Department when the Computerized Discharge Instruction System and all computer systems are down.

**POLICY:**

Downtime process allows for the patient medical record to maintain a complete and accurate record of all discharge instructions and documentation during the downtime.

If a computer problem jeopardizes the delivery of patient care and there is no IT staff available in house to troubleshoot and correct the problem, the Nursing Supervisor will contact the on call IT person.

**PROCEDURE:**

1. Generic downtime discharge instruction forms are located in the file drawer in the ED nurse's station by the base station radio. English and Spanish versions are available.
2. Copies of discharge instructions for specific diagnosis are available in ring binders in the ED lounge (On top of the lockers.)
3. Downtime discharge instructions will be obtained and patient identification stickers will be placed on the form.
4. The form will be filled out with general discharge instructions and specific instructions as necessary pertaining to the diagnosis.
5. Copies will be made of all pages after instructions are signed by the patient or responsible party. The original will be given to the patient and the signed copy will be retained in the chart.
6. When the computer system is restored to working order, measures need to be taken to assure the data regarding the visit during downtime is entered in the Electronic Health Record (EHR) discharge summary.

**DOCUMENTATION:**

1. Copies of Discharge Instructions and accompanying topics will serve as documentation.

**REFERENCES:**

**CROSS-REFERENCES:**

1. Admission, Discharge, Transfer of Patients: Continuum of Care

<b>Approval</b>	<b>Date</b>
NEC	7/15/2020
Board of Directors	
Last Board of Director Review	

Revised: 4/2/2004, 6/2020gr

Reviewed: 6/11as; 2/15as

# **MEMORANDUM OF UNDERSTANDING**

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)

October 21, 2020 – October 31, 2022

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**ARTICLE 1  
AGREEMENT**

This Collective Bargaining Agreement (Agreement), made and entered into as of October 21, 2020 is by and between Northern Inyo Healthcare District, hereinafter referred to as the District, and the authorized representatives of 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, hereinafter referred to as the Union or as AFSCME.

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

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

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

**ARTICLE 2  
RECOGNITION**

The District recognizes AFSCME as the exclusive collective bargaining representative for the representation unit comprised of the Patient Care Technical, Business Office Clerical, and Service Unit, in accordance with the parties' pre-arbitration Stipulations and Unit Determination Arbitration Decision of Nov. 12, 2019. The Unit is currently comprised of employees in listed Appendix A, employed by the District.

**ARTICLE 3  
MANAGEMENT RIGHTS**

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

- a. Determine issues of public policy;
- b. Determine the mission of its departments, committees and boards;
- c. Determine and change the facilities, methods, technology, means, and organized structure pursuant to which the District's operations are to be conducted;

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

The foregoing management rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights that are reserved to the District. It is understood that any of the rights, power, or authority the District had prior to the signing of this Agreement are retained by the District, except those specifically limited or modified by this Agreement.

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

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

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

#### **ARTICLE 4 NON-DISCRIMINATION**

- A. The District and Union agree that employees shall not be discriminated against nor subjected to a hostile work environment on account of Whistleblower status, age, race, color, religion, national origin, ancestry, marital status, gender, sexual orientation, gender identification, physical ability or disability, medical condition, political affiliation, veteran's status, or any other basis in violation of applicable federal, state or municipal law.
- B. The District and Union agree that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their participation in or refusal to participate in Union activities.
- C. Alleged violations of Section A of this Article are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination or harassment claim through procedures established by the Department of Human Resources and shall be entitled to pursue California or federal statutory rights.
- D. Alleged violations of Section B of this Article are grievable under the Grievance Procedure.
- E. Should legal compliance require departure from provisions of this Agreement, the District shall notify the Union and, upon request, shall meet and confer on the proposed action and any alternative proposals by the Union.
- F. The District and Union agree that all employees have a responsibility for establishing and maintaining healthy interpersonal relationships with each other and treating each other with respect and dignity.

#### **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 (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:

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 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; 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.

**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 6  
UNION SECURITY**

A. **Access To Home Address and Telephone Numbers**

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

B. **Authorized Payroll Deductions**

1. Payroll Deduction

Upon notification by the Union, the District shall deduct Union dues and PEOPLE contributions from the pay of employees represented by the Union. Amounts to be

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

2. Forfeiture of Deduction

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

3. Reinstatement

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

C. **District Obligations**

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

D. **Hold Harmless**

The Union agrees to defend, indemnify and hold harmless the District from any claim, suit or liability of any nature arising from the operation of this provision, including, but not limited to: (a) a challenge to the validity of this Section; or (b) any action of the Union taken pursuant to, or in violation of, this Section. The District will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision. It is also agreed that neither any employee nor AFSCME shall have any claim for error against the District for any deductions made or not made, as the case may be.

**ARTICLE 7  
PERSONNEL FILES**

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

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

personnel files are to be reviewed in the HR department in response to the manager's request, a valid subpoena or a valid court order.

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

## **ARTICLE 8 PROBATIONARY PERIOD**

### A. Application

All regular, newly hired, promoted and rehired employees (except those recalled from layoff) are subject to the probationary period.

### B. Definitions

1. **Initial Probationary Period** – The initial probationary period shall be six (6) months of continuous service from the date a new employee is hired. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) days or more.
2. **Promotional Probationary Period** – The promotional probationary period shall be six (6) months of continuous service from the date an employee is promoted or six (6) months if the employee has successfully completed a probationary period. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) working days or more.
3. **New Position Probationary Period** – An employee who accepts a new position, which is defined as a position that requires submission of an application, within the bargaining unit shall serve a ninety (90) day probationary period in the new position from the date of appointment. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) working days or more.
4. **Failure of Initial Probation**
  - a. A new employee may be terminated at any time and for any reason during the initial probationary period, without right of appeal.
5. **Failure of Promotional or New Position Probation**
  - a. An employee on promotional or new position probation may be removed from the position at any time without right of appeal.
  - b. In the event that a bargaining unit employee is promoted or accepts appointment to a new position within the bargaining unit ~~transfers~~ laterally within the bargaining unit, and fails his/her promotional or new position

probationary period, the employee shall be given the option to return to his/her previous position without loss of any type of seniority if the position is still vacant and funded.

C. Performance Evaluation

During the initial and promotional probationary period, the employee's performance shall be evaluated periodically. The employee will be provided with a written copy of the performance evaluation.

D. Extension of Initial, Promotional, or New Position Probationary Period

The Manager of the respective department, or designee, may extend the probationary period for up to thirty (30) additional calendar days. The Manager of the respective department, or designee, will notify the employee in writing prior to the extension of the probationary period.

E. Current Employees Who Have Been Employed Less Than six months at the time that this agreement is ratified by the District, shall serve a 90-day initial probationary period. Employees in this situation will be informed of when their probationary period will end.

**ARTICLE 9  
PERFORMANCE REVIEW PROCESS**

It is the intent of the District to provide each employee performance reviews to inform the employee of job expectations, duties and standards, and to evaluate and inform the employee of her/his job performance. The Performance Review shall serve as a summary of the employee's performance for the time period covered. The performance evaluation is not a disciplinary document. Such review shall be corrective in nature rather than punitive, and shall only reflect concerns or discipline which have been previously discussed with the employee if any.

A newly hired employee shall receive a performance review, in writing at the completion of her/his first ninety (90) day initial period by the employee's Director or Manager and annually thereafter on or around her/his appointment date, but not later than ninety (90) days thereafter.

The employee shall be given a copy of the performance review at the time it is reviewed with her/him, and shall have the right to attach a written response within thirty (30) days which shall become part of the evaluation. An employee who has completed their probationary period and who receives a performance evaluation that is below satisfactory may appeal the evaluation to the Chief Executive Officer, or her/his designee. The decision of the Chief Executive Officer, or her/his designee, shall be final and binding.

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

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

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

**ARTICLE 10**  
**PERFORMANCE IMPROVEMENT AND PROGRESSIVE DISCIPLINE**

- A. **Purpose:** The purpose of performance improvement and progressive discipline is to help an employee correct her/his issue and become successful and productive. Progressive discipline provides supervisors with a consistent and fair process for handling disciplinary issues and protects the legal rights of the employee and the District. This process provides a structured way to improve and prevent behavior and performance issues, should they occur.
- B. **Policy:** The District expects employees to follow workplace policies and rules for the well-being of the District's patients, employees and business operations.
1. The District may issue discipline when conduct interferes with or adversely affects employment.
  2. The District shall utilize progressive discipline and shall consider varying factors to determine disciplinary steps, for example whether the offense is a repeated one despite coaching, counseling and training, the employee's work record, and the impact the conduct or performance issues have on the District's organization.
  3. After an employee satisfactorily completes their probationary period, discipline shall be for just cause.
- C. **Issuance:** Only an employee's manager or director shall have the authority to issue discipline to employees. Except, however, the CEO will issue discipline if there is a conflict of interest that precludes the manager or director from issuing the disciplinary action."
- D. **Procedures:**
1. **Investigation.** Prior to issuing any discipline, the District shall investigate any allegations. Such investigation shall include an interview with the employee to whom the discipline may be issued. All employees shall be notified of their right to representation during any investigatory interview which could result in discipline. Should the employee wish to be represented, the interview shall be scheduled as soon as the employee is able to secure a Steward or Union Representative. If an employee requests a representative once the investigatory interview has commenced, then the investigative interview shall cease until the employee is able to reschedule with a Union Representative or Steward present.



An investigative interview shall not be unreasonably postponed due to the unavailability of a specifically requested Union Representative or Steward.

2. **Grievance Procedure, Written Warnings, and Representation.** Written warnings, and suspensions of forty hours or less may be appealed through Step 3 of the Grievance Procedure outlined in Article 11, but shall not be eligible for mediation or arbitration. Suspensions of more than 40 hours, Disciplinary Probation, and Termination shall be subject to the full Grievance Procedure.
  3. **District Knowledge.** Discipline must be issued as soon as possible and the District will aim to issue it within ten (10) business days, and no later than 20 business days, after completion of the investigation, except if the employee is not at work or by mutual agreement.
  4. **Skelly Procedure.** The following actions shall be taken by the District when any disciplinary action against an employee, who has successfully completed her/his probationary period, that might result in a loss of pay is being proposed against an employee.
    - a. **Skelly Notice.** The employee shall be served with formal written notice of the proposed disciplinary action (“Skelly” notice) with a minimum of two (2) weeks advanced notice. The notice will inform the employee of the discipline proposed; the charges upon which the proposed discipline is based; the reasons for the proposed disciplinary action against the employee. The notice shall include copies of all documents upon which the proposed discipline is based; and a notice of the opportunity to respond to the proposed disciplinary action either orally or in writing within the allowed time.
    - b. **Right to Respond.** The employee shall be given the right to respond, either orally or in writing, to the Human Resources department’s designee, prior to the disciplinary action being taken. The notice shall so inform the employee and set forth the time period and procedure for submitting or scheduling such a response. The time period set for the employee to respond, either orally or in writing, is jurisdictional and is to be strictly adhered to by the employee, unless an extension of such time is requested by the employee in writing and granted by the Human Resources department’s designee in writing, an employee who fails to respond in the time period specified waives the right to respond either orally or in writing.
- E. **Coaching.** For issues except for gross misconduct, the District shall first attempt to resolve issues in an employee’s performance through one-time coaching. Such coaching shall not be disciplinary, and as such shall not be subject to the grievance procedure. Should such

issue not be resolved through coaching, the District may also consider employing the progressive discipline procedures outlined below, if appropriate.

F. **Progressive Discipline and Steps.** The District upholds a general progressive discipline policy for performance and conduct issues, including but not limited to verbal counseling, written warnings, disciplinary probation, suspensions without pay, and terminations. However, major violations of the District's policies which can be characterized as gross misconduct, including, but not limited to, violence, dishonesty, criminal activity, patient abandonment, illegal substances, harassment, discrimination, or safety violations may result in immediate removal from the worksite and the issuance of more serious, higher level discipline without following the lower steps.

1. Step One. Documented verbal counseling: The first step in progressive discipline is verbal counseling. During this step, the District will speak to the employee about the performance or conduct issue. The District will also review the employee's job description and discuss pertinent job requirements with the employee to ensure her/his understanding of them. The District will carefully consider all of the circumstances regarding the offense, judge the severity of the problem, and look over the employee's work record. The District will identify the problem and counsel the employee regarding future behaviors. The District will collaborate with the employee to ensure the employee understands the significance of the issue and corrective action necessary. All communication will be documented on the District's Employee Progressive Discipline Form. Under appropriate circumstances and with approval of the Chief Officer as well as the Chief Human Relations Officer, the District may direct that the verbal counseling be removed from the employee's personnel file after a period of time.

2. Step Two. Written warning: When the unacceptable performance or behavior for which the employee was counseled is not corrected, the next step in progressive discipline is a written warning. The written warning will clearly define the issue or problem and outline the facts associated with it. The written warning will also explain to the employee how to resolve the issue or problem. The District will collaborate with the employee to help her/him reach her/his resolution. Disciplinary probation, termination or both will result if corrective action is not taken by the employee and observed by the District. Written warnings become a part of the employee's personnel file. Under appropriate circumstances and with approval of the Chief Officer as well as the Chief Human Relations Officer, the District may direct that the written warning be removed from the employee's personnel file after a period of six months.

3. Step Three. Disciplinary Probation or Suspension without pay: After both verbal counseling and written warnings have been issued and the specific behavior referred to in prior discipline has not been corrected, or in cases of gross misconduct, the employee may be placed on disciplinary probation or Suspension without pay of 1-10 days. Disciplinary Probation is a serious action, and the employee is advised that termination will occur if improvement in performance or conduct is not achieved within the disciplinary probationary period. The

employee's direct manager will establish the length of disciplinary probation, from 2 weeks to 60 days, after review of the employee's corrective counseling documentation. A District representative, who will also personally meet with the employee to discuss the disciplinary probationary letter and answer any questions, will prepare a written disciplinary probationary notice to the employee. The purpose of the disciplinary probation, as well as all other progressive discipline steps, is successful resolution of the issue.

4. Step Four. Termination: Termination is the final step in the disciplinary process. All terminations, including termination following Disciplinary Probation, shall be by just cause.

G. **Administrative Leave.** The District may place employees on Investigatory Administrative Leave with pay. Should the District place an employee on investigatory leave, it shall aim to minimize the amount of the paid administrative leave and shall advise the employee if it anticipates the leave will be longer than fourteen (14) calendar days.

H. **Notice to union of disciplinary actions.** The Union's Chief Steward and authorized Representative shall receive a summary of all discipline higher than a written warning issued to bargaining unit employees on January 15 and July 15 of every year for the preceding six months, with individual identifying information redacted.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

A. **Intent**

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

B. **Definitions**

The following definitions apply:

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

C. **General**

1. Grievances shall be resolved exclusively via the procedures set forth.
2. Time periods provided for herein may be waived only by the express written agreement of both parties.
3. Grievances must be in writing and must include the following information:
  - a. The specific facts and circumstances which are disputed;
  - b. The name(s) of the Employee(s), District representative(s), Union representative(s), or others involved;
  - c. The specific provisions of the Agreement which the grieving party claims have been violated; and
  - d. The specific resolution or remedy sought.
4. The District and the Union agree that it is their mutual intent to resolve all Grievances, if possible, expeditiously and informally. Any Grievance resolved at any step of the grievance procedure shall be resolved on a precedent-setting basis unless the District and the Union expressly agree otherwise in writing. All such written agreements must be signed by the District's Human Resources Department, or designee, and a designated Union representative.
5. Unless otherwise specified, all notices or forms to be filed by the Union must be filed with the District's Human Resources Department, or designee. All notices and forms to be filed by the District shall be filed with the Union's designated representative, unless otherwise specified.

D. **Procedure**

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

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

Step 3 - Review by Chief Officer or designee. If the Grievance is not resolved at Step 2, the Union may proceed to Step 3 by delivering a written statement indicating its intent to proceed to the Chief Officer, or designee, with a copy to the Human Resources Department, or designee. This must be accomplished within ten (10) days of receipt by the Union of the District's Step 2 response. During the twenty-one (21) day period following receipt of the written intent to proceed, the parties shall meet in an attempt to resolve the Grievance. Neither party shall bring more than three (3) representatives to such meeting unless otherwise agreed to in advance by both parties. The District shall respond in writing to the Grievance within fifteen (15) days after the Step 3 meeting.

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

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

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

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

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

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

receipt of the mediator's decision if Step 4 is used.

- f. Within seven (7) days of receipt of a request for arbitration, the parties will attempt to reach mutual agreement on an arbitrator. If they cannot do so in that time frame they will jointly request a panel of seven arbitrators from the State Mediation and Conciliation Service (SMCS). The parties will alternately strike names from that list until they have reached agreement, or only one name remains. The particular party who strikes first will be determined by a flip of a coin.
- g. Once an arbitrator has been chosen, she/he will be immediately informed by the parties of her/his selection. Depending on availability of the parties and the arbitrator, the parties will make their best efforts to hold and complete the arbitration within sixty (60) days.
- h. The arbitrator's authority will be limited to interpreting the provisions of the Agreement, and the arbitrator has no authority to add to, subtract from or modify the Agreement in any way.
- i. Where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not commence on a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure. If the arbitrator awards back pay to a grievant who was suspended without pay or discharged, any interim earnings that the employee has received above and beyond any pre-existing secondary employment shall be offset against any such back pay award.
- j. Each party shall be responsible for one half of the costs associated with the arbitration such as arbitrator fees, transcript costs, etc. Each party shall, however, be responsible for its own representation costs.
- k. The parties shall exchange the following at least ten (10) days before the arbitration:
  - A list of all witnesses each party intends to call during its case-in-chief.
  - Copies of all documents each party intends to introduce during its case-in-chief.

- l. The arbitrator's decision will be final and binding upon all parties.
- m. The arbitrator shall issue her/his award within thirty (30) days of hearing unless the parties agree otherwise. The parties shall mutually agree on whether they want to waive post-hearing briefs on a case by case basis.
- n. The parties may agree in writing to an expedited arbitration procedure for certain grievances. If such written agreement is made, the following shall apply:
  - The case shall be heard within fifteen (15) days of receipt of the written request for arbitration;
  - There shall be no post-hearing briefs unless the Arbitrator so requires;

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

## **ARTICLE 12 JOB DESCRIPTIONS**

- A. Job Descriptions are in place for all employees. These descriptions outline the qualifications, responsibilities, and duties of the employee job, and provide structure for assessment of the employee's current job performance.
  1. The employee will be expected to sign the Job Description upon hire and/or change in employee position.
  2. If a Job Description is updated, the updated Job Description will be signed by the employee.
  3. An employee may be asked to temporarily work on special projects or assist with other work not directly specified in the Job Description, not to exceed a period of six (6) months.
- B. The Initial and Annual Performance Evaluations will be based on the Job Description.
- C. In the event the District establishes a new classification within the bargaining unit in addition to those now in existence, the District and the Union shall meet to negotiate the rate of pay and impact prior to implementation.
- D. In the event the District intends to change job titles or job duties, the District shall send the Union a draft of proposed changes indicated no less than 30 days in advance. The Union may request to negotiate with respect to changes.

**ARTICLE 13**  
**FILLING OF VACANCIES AND OPEN POSITIONS**

A. **Purpose.**

The District and the Union subscribe to the principle of filling position vacancies from within. Qualified in-house applicants shall be considered over outside applicants except when filling entry-level positions, provided that applications are made in compliance with the procedures described below. A list of entry-level positions agreed upon by the parties is attached as Appendix B.

B. **Postings and Process.**

All internal and external positions will be posted internally in the following locations: HR Bulletin Board, Cafeteria Bulletin Board and ADP Workforce Now.

1. **Intra- Departmental Postings:** All intra-departmental postings shall be posted for a period of seven (7) calendar days. Postings will be emailed directly to department employees to apply. 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 employee is not on disciplinary probation.
2. **Internal Postings:** Except in cases of historically difficult to fill or entry-level positions, all employee vacancies shall first be posted within the department and internally for a period of seven (7) calendar days. 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 employee is not on disciplinary probation.
3. **External Postings:** If no internal candidates meet the minimum qualifications within the seven (7) day posting period, if the position is historically difficult to fill, or an entry-level position, the posting shall then be 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 employee 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 employee 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. An employee who promotes internally shall have the right to return to her/his former position, if said position is still available, during the first 180 days after promotion. A transfer request form must be submitted. If said position is not available, reasonable efforts will be made to place the employee in a comparable position as soon as is practicable.

D. **Duration in Position.**

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

E. **Seniority** is defined in Article 18.

**ARTICLE 14  
TRAVEL TIME FOR REMOTE CODERS**

Employees who are employed in the Coder position and in an approved permanent remote work agreement, shall be compensated for time spent traveling to/from Bishop when required by their supervisor to come onsite, if such travel time exceeds one hour at the current California state minimum wage rate. Employees shall be reimbursed for travel expenses up to a maximum of \$300, and only upon submission of receipts. Travel reimbursement checks shall be issued within thirty (30) days of submission of receipts.

During the term of this Agreement the parties agree to meet proactively in the spirit of problem solving should any required travel be a hardship to remote Coders.

**ARTICLE 15  
TEMPORARY FILLING OF EMPLOYEE VACANCIES**

- A. The District shall make all reasonable efforts to recruit and retain permanent staff.
- B. Subject to the limitations of this Article, vacant positions can be filled on a temporary basis by whatever means the District deems necessary, including but not limited to Travelers, if the District is unable to find a suitable applicant for a vacancy.
- C. With the employee's approval, the District may rotate an employee to a vacant position for a set length of time usually not to exceed 6 months under the following circumstances:
  - 1. Opportunities shall be posted District-wide for a period of five (5) calendar days and awarded to the most qualified candidate. In circumstances where such waiting period would have a negative impact on direct patient care, the position may be filled while the process is being followed.

- 2. If the classification to which the employee is moving is compensated at a higher rate, compensation shall be at five percent (5%) higher than the employee’s current rate.
  - 3. Extensions shall be by mutual agreement.
- D. When negotiating Traveler and temporary contracts, the District will work diligently to secure contracts which do not give Traveler/temporary employees rights over permanent employees (e.g. floating, scheduling).
  - E. The District will post and keep vacancies filled by Traveler/temporary employees active and ongoing. The District will make all reasonable efforts to fill the vacancy permanently both internally and externally in order to reduce the dependency upon Traveler/temporary employees.
  - F. The District and Union share a common public interest in maintaining the stability and security of the District’s workforce. As such, the District maintains its discretion to contract out so long as such decision does not result in the layoff or reduction of hours of current employees or have significant long-term impact on work performed by employees in positions represented by the Union. This provision shall not apply to contracts already established at the time this Agreement is adopted.

**ARTICLE 16  
POSITION CLASSIFICATION STATUS**

**A. Regular Benefited Status**

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

Position Classification	Categories	# of Hrs Per 2 Week Pay Period
Full Time Benefited	0.875 – 1.00	70- 80 hours
Part Time Benefited	0.75 - < 0.874	60 – 69 hours

**B. Non-Benefited Status**

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

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

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

**Defined Benefit** – Employees who were hired and became a participant in the Plan before January 1, 2013, are eligible to receive benefits under this Plan. Effective January 1, 2020, any member of the bargaining unit, who is eligible to participate in the District’s Defined Benefit Pension Plan, who leaves District employment and returns to employment with the District shall not return to participation in the Defined Benefit Pension Plan. Instead, he or she shall be eligible to participate in the District’s 401(a) Retirement Plan only. Except, however, that an employee who leaves the District to further their health care career and returns to District employ within five years shall be eligible to re-enroll in the Defined Benefit Plan, with verification that the educational degree received is related to the employee’s work at the District.

**Defined Contribution 401(a)** – Employees who attained the age of twenty-one (21) and were not a participant in the District’s defined benefit plan prior to January 1, 2013, are eligible to enroll in the Defined Contribution 401(a) Plan after completing one year of employment in which the employee worked at least 1,000 hours, subject to the requirements of the Plan and as set forth in Article 40.

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

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

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

**ARTICLE 17**  
**PER DIEM STAFF**

- A. A Per Diem employee shall be available to work a minimum of 300 hours per year, including hours spent on call, and yearly competency hours, unless an approved Medical Leave of Absence prevents her/him from fulfilling this commitment. The District shall guarantee that each Per Diem employee is offered a minimum of 300 hours.
- B. Per Diem employees 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. Per Diem employees must be available to work four (4) shifts during weekends (Friday p.m. through Sunday p.m. inclusive) in a calendar year in departments that have 24 hour operations.
- D. A Per Diem employee is required to submit her/his available hours based on schedule needs within two (2) weeks of the posted schedule. Per Diem employees will be scheduled by rotation if more than one request is made for the same shift. If a Per Diem employee is cancelled, that shift will count in required hours.
- E. Per Diem employees may choose to work for opposing shifts.
- F. Once the final department schedule has been posted, Per Diem employees are expected to work all assigned shifts.
- G. After 120 days of non-availability, unrelated to an approved Leave of Absence for her/his own serious health condition, the Per Diem employee may be separated.

**ARTICLE 18**  
**SENIORITY DATE**

- A. District seniority date is defined as the total time the employee has worked at the District.
- B. Department seniority is defined as the total time the employee has worked in their current department at the District.
- C. Position (current job title) seniority is defined as the total time the employee has worked in their current position at the District.
- D. In the event that two (2) employees have the same seniority date, the seniority tie will be broken by the total years of service at the District and by the number of straight and overtime hours worked in the past two (2) years at the District.

**ARTICLE 19**  
**HOURS OF WORK, OVERTIME, AND SHIFTS**

A. **Workweek**

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

B. **Pay Period**

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

C. **Overtime**

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

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

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

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

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

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

D. **Hours Worked**

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

Employees working eight (8) hour shifts shall not be required but may be allowed to work more than five (5) consecutive days. Employees working ten (10) hour shifts shall not be required but may be allowed to work more than four (4) consecutive days. Employees

working twelve (12) hour shifts shall not be required but may be allowed to work more than three (3) consecutive days.

E. **Work Shifts**

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

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

Employees shall be scheduled with consistent start times except by mutual agreement. Employees shall not be scheduled to work opposing shifts in a week except at the employee's initiative and with adequate rest time between shifts.

When building the department schedule, shifts shall be chosen among employees according to current department practices except that preference shall be given to full-time and part-time employees prior to scheduling per diem employees. If issues arise over such, the parties shall meet and confer for resolution.

**ARTICLE 20  
MEALS AND REST PERIODS**

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

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

**ARTICLE 21  
SHIFT DIFFERENTIALS**

- A. 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.

**ARTICLE 22  
STANDBY/CALLBACK**

- A. An employee is on standby call whenever the employee is not working his or her regular shift, but is available to be called back to the hospital on an emergency basis.
- B. Standby is when an employee is available to her/his department, and when contacted, reports to work per department response time Policy and Procedure. Response time for Standby/Callback for all departments is 30 minutes or the usual commute time of the employee (not to exceed an hour).
- C. The following departments will normally place designated employees on standby call: EKG, Laboratory, Nursing Service, Pharmacy, Radiology, Respiratory Therapy, and Information Technology.
- D. The hourly Standby rate is paid at \$8.00 per hour for each hour the employee is required to be on Standby.
  - 1. An employee shall not receive Standby pay during time she/he is called back for duty.
  - 2. When an employee is called upon to report to work during the period of such standby service, she/he shall be guaranteed a minimum of two (2) hours of work for each occasion for which she/he is called in not to exceed the total hours of the standby period.
  - 3. If the employee is scheduled and still on the clock when the employee is to be on Standby, this will be deemed holdover and no Standby pay shall be paid. Instead, the employee shall be paid standby pay upon clocking out of the holdover.

4. When standby employees are called back to the hospital to work between 7:00 A.M. and 3:00 P.M., they will be paid at time-and-one-half their hourly "shift 1" pay rate, for each time they are called back.
  5. When standby employees are called back to the hospital to work between 3:00 P.M. and 11:00 P.M., they will be paid at time-and-one-half their hourly "shift 1" pay rate when they clock in at or after 3:00 P.M. and clock out not later than 6:30 P.M. Standby employees are paid a minimum of two hours, at time-and-one-half their hourly "shift 2" rate when they clock in after 3:00 P.M. and clock out after 6:30 P.M.
  6. When standby employees are called back to the hospital to work between 11:00 P.M. and 7:00 A.M., they will be paid at double their hourly "shift 3" rate, for each time they are called back. Because of the shift differential window, standby employees are paid at time-and-one-half their "shift 1" rate when they clock in at, or any time after, 6:00 A.M.
  7. Time worked beyond the two-hour minimum by standby employees during standby time will be paid at the appropriate aforementioned time-and-one-half or double-time rates. Standby employees are expected to swipe out immediately upon the completion of their work.
  8. A new standby call period begins when the employee swipes out with the expectation of not immediately returning to work.
- E. An employee 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.
- F. All non-exempt employees 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 employee arrives at work and swipes into Kronos.
  2. When the employee is called back to the hospital to work between 7:00 A.M. and 3:00 P.M., the employee will be paid a minimum of two hours, at time-and-one-half his or her hourly "shift 1" pay rate, for each call back.
  3. When the employee is called back to the hospital to work between 3:00 P.M. and 11:00 P.M., the employee will be paid a minimum of two hours, at time-and-one-half his or her hourly "shift 1" rate when the employee clocks in at or after 3:00 P.M. and clocks out not later than 6:30 P.M. The employee will be paid a minimum of two hours, at time-and-one-half his or her hourly "shift 2" rate when the employee clocks in after 3:00 P.M. and clocks out after 6:30 P.M.
  4. When the employee is called back to the hospital to work between 11:00 P.M. and 7:00 A.M., the employee will be paid a minimum of two hours, at double his or her hourly "shift 3" rate, for each call back. Because of the shift differential window,



the called back employee is paid a minimum of two hours, at time-and-one half his or her hourly "shift 1" rate when the employee clocks in at, or any time after, 6:00 A.M.

5. Time worked beyond the two hours minimum by these called back employees will be paid at the appropriate aforementioned time-and-one-half or double-time rates.

**ARTICLE 23  
REPORTING PAY**

- A. An employee shall be paid a minimum two (2) hours straight-time of the employee's base pay, reporting pay, only:
  1. If the employee is required to report on a non-work day for mandatory attendance at training classes or staff/unit meeting.
  2. If the employee is called in and reports to work but is no longer needed.
- B. Reporting pay shall be paid at premium rates if applicable.

**ARTICLE 24  
PAY FOR EDUCATION AND COMMITTEES**

- A. An employee who comes to work to attend a scheduled meeting or education event will:
  1. Be paid:
    - a. According to Reporting Pay, Article 23
    - b. Her/His base hourly wage if attendance is during her/his scheduled work day or if attendance is outside the scope of Reporting Pay, Article 23.
  2. Clock into the appropriate Kronos hour code and cost center.
- B. Those employees who can complete education modules while working, will remain clocked in as scheduled.

**ARTICLE 25  
WITNESS PAY**

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

**ARTICLE 26**  
**EMERGENCY MODIFICATION OF WORK SCHEDULE**

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

- A. The District will request for volunteers, including per diem staff;
- B. Make changes to the schedules of Travelers if any;
- C. Make changes to the schedule of floaters if any;
- D. If changes are still required, such changes shall be made in reverse order of department seniority, provided the department competencies are met.

**ARTICLE 27**  
**MANDATORY OVERTIME**

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

- A. Where patient care would be endangered by an external emergency which may or may not have been declared by state, local or federal government, or
- B. If unforeseen, emergent patient care needs, for example complications in surgery, or a code, would jeopardize patient safety.
- C. Employees may be required to provide extra hours as applicable to the situation. Per Diem and Part-time employees may be scheduled before Full-time. If mandatory overtime is required it shall be assigned in inverse order of position (current job title) seniority, provided the position competencies are met.

**ARTICLE 28**  
**EXEMPT EMPLOYEES**

Effective the first pay period after the adoption of this MOU by the Board of Directors, the following positions have been determined to be exempt from Overtime and Call Pay:

- Clinical Informatics
- Enterprise Application Analyst
- IT Application Administrator
- ITS System Administrator
- Network Systems Engineer
- Patient Navigator
- Project Management Specialist
- Quality Assurance & Performance Improvement Analyst
- Recovery Support Navigator
- Staff Accountant

## **ARTICLE 29 LEAVE DONATION**

Employees may donate/transfer their paid leave (PDLV) or paid time off (PTO) (hereinafter “leave”) to another employee who is experiencing a family emergency or personal crisis that creates a need for additional time off beyond that individual’s available leave. Such donations are strictly voluntary, may occur during the first 16 weeks of a District Job Protected Leave (JPL), and require the Administrator’s approval.

- To be eligible to donate leave, you must have been employed with the District for at least one year preceding the leave donation.
- If an employee wishes to donate leave, they must complete a “PTO or Paid Leave Transfer” form (Attachment A) and provide it to the Administrator for approval.
- The minimum donation is 8.00 hours and the maximum donation is 40.00 hours in one pay period, as long as the employee retains a minimum of 40.00 hours in their own PTO account.
- Donated/transferred hours will be converted to dollars at time of transfer in the following manner. Example 1. If the donating employee makes \$10/hour and the receiving employee makes \$5/hour, if all requirements are met, the donating employee may donate/transfer 40 hours x \$10 = \$400 / \$5 = 80 hours to the receiving employee. Example 2. If donating employee makes \$5/hour and the receiving employee makes \$10/hour, if all requirements are met, donating employee may donate/transfer 40.00 hours x \$5 = \$200 / \$10 = 20.00 hours to the receiving employee. In either case, the hours will be rounded down to the nearest whole hour.
- Donated/transferred hours will not be returned to the employee.
- Employees may only donate whole hours (i.e. 20.0 not 20.25).
- Employees cannot borrow against future leave to donate. If employees are currently on leave, they cannot donate leave.
- An employee may donate/transfer leave to another employee during their first sixteen (16) weeks of a District Job Protected Leave (JPL).
- Employees on extended leave, past their first sixteen (16) weeks of a District JPL, may no longer receive PTO donations/transfers.

**ARTICLE 30  
PERSONAL CELL PHONES**

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

**ARTICLE 31  
UNIFORMS AND DRESS CODE**

- A. The District shall continue to provide employee uniforms on a department by department basis according to current evidence based practice.
- B. The District and employees shall follow best practice for safety, infection control, and patient sensitivity.
- C. The District and employees will follow the District Cleanliness and Neatness Policy last reviewed and approved by the Board of Directors on 5/16/2018.

**ARTICLE 32  
LOW CENSUS DAYS**

- A. Low Census Day (LCD) is defined as an unrequested absence of one shift or less for the benefit of the District. LCD may be voluntary or involuntary, and is implemented when a department's staffing levels (based on acuity where applicable) exceed current and next shift requirements based on District need.
- B. The District may elect to mandatorily low census or cancel an employee for a whole or partial shift. In addition, the District may determine to place the employee on-call for the hours called off. An employee, who is not yet at work, will be notified 1 ½ hours prior to her/his scheduled shift for low census or on-call. An employee who lives more than 40 miles from the Hospital may submit a written request to their supervisor to be notified up to three (3) hours prior to her/his scheduled shift for low census or on-call. Approvals shall be in writing.
- C. Records of low census will be maintained by the department supervisor and recorded in Kronos.
  - 1. The low census will be recorded and paid as:
    - a. VLCD-PTO (voluntary-staff requested off, paid time off)
    - b. VLCD-ZP (voluntary-staff requested off, zero pay)

- c. MLCD-PTO (involuntary, paid time off)
  - d. MLCD-ZP (involuntary, zero pay)
- D. The maximum number of involuntary low census hours per Full-time benefited, Part-time benefited, and Part-time non-benefited employee will be up to two (2) shifts in three (3) pay periods not to exceed one shift per pay period. Hours constituting a shift are defined by the employee's Employment Status. There shall be no maximum number of involuntary low census hours for per diem employees. There shall be no maximum number of voluntary low census hours for employees of any position classification status.
- E. When the supervisor identifies that more employees are scheduled than needed to provide service under projected needs, taking into consideration all anticipated workflows, the District may invoke floating protocols according to the Floating Article.
- F. The supervisor, prior to placing the employee on low census, will check if any of the employee staff members working are eligible to complete mandatory and other department operational CNO approved and assigned projects including but not limited to:
- 1. Skill development and floating;
  - 2. Patient chart audits and other quality audits;
  - 3. Completing assigned annual competency training and continuing education modules;
  - 4. Department specific assigned projects;
  - 5. An employee shall suggest educational or other projects that she/he is interested in to her/his Manager or Director to be considered for approval.

The employee indirect hours will be recorded in Kronos. The employee may be rotated for hours during the shift.

- G. After all alternatives have been exhausted throughout the clinical area, if the District places an employee on low census, the following protocols shall apply:
- 1. Reassignment of staff (within her/his competency) to another department or position on her/his regular worked shift
  - 2. Cancellation of employee overtime shifts.
  - 3. Solicitation of volunteer employees
  - 4. Cancellation of Traveler whose contract so allows
  - 5. Cancellation of Per Diem staff
  - 6. Reassignment of employee (voluntary) to another day of the week or shift

7. Rotational cancellation of an employee's shift provided such rotation does not compromise patient safety or flex preceptors.
- H. Employees shall be permitted to split a low census day as long as it meets the needs of the department.
- I. An employee who volunteers for low census shall have the choice whether or not to use PTO or to be unpaid and receive "zero pay," so that the LCD hours do not negatively impact PTO accrual.

### **ARTICLE 33 LAYOFF**

- A. **Notice.** In the unfortunate event of an employee layoff, the District shall notify the Union with as much advance notice as possible but not less than fourteen (14) days prior to the effective date of the layoff.
- B. Upon request by the Union, the District shall meet with the Union to consider any Union proposal(s) advanced as an alternative to layoff and/or bargain the impact of such layoff. The Union agrees that it shall meet with the District within ten (10) calendar days of its request to meet with the District to discuss alternatives.
- C. **Procedure.**
  1. In the event a layoff is still necessary, layoffs shall be according to inverse order of District seniority among employees in the affected position unless:
    - a. Remaining employees in the position are unable to accept potential patient assignments because they do not possess competencies, specialized skills, experience, or ability needed that less senior employees in the same department possess.
    - b. Remaining employees in the position will not accept the hours, scheduling, and location of the position that has been eliminated.

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

2. Employees will be selected for layoff in the following order:
  - a. Travelers on the shift and department impacted by workforce reduction, unless any of the conditions listed in Section D.1. above apply.
  - b. Temporary employees hired for a specific period of time.
  - c. Per Diem and non-benefited employees in inverse order of department seniority.

- d. Regular Full time and part time benefited employees in inverse order of department seniority
- 3. Employees with District seniority may request to bump other employees as follows:
  - a. The employee who seeks to utilize bumping rights has previously held another position at the District.
  - b. In situations involving only one employee in the District to be laid off, that employee may utilize Bumping rights to displace another employee in a position she/he previously held, so long as the employee is still qualified to perform the job duties. In that circumstance, the most junior employee in the previous position based upon District Seniority shall be laid off. The employee who seeks to bump must have greater District seniority than the employee being bumped.

**D. Severance and Recall.**

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

**ARTICLE 34  
CALL-IN PROCESS WHEN EMPLOYEE IS  
UNABLE TO WORK A SCHEDULED SHIFT**

- A. Employees working at Northern Inyo Healthcare District, will notify their direct supervisor or clearly defined designee if the employee is unable to work her/his scheduled shift at least 2 hours before the start of the shift. Such notification shall be made via a direct phone call, voicemail or text message (with manager approval) to her/his direct supervisor or clearly defined designee.
- B. Employee needs to communicate, in writing, with her/his supervisor if she/he is unable to work her/his scheduled shift due to a Medical Leave of absence (MLOA).

- C. Employee does not need to discuss why she/he is unable to work her/his scheduled shift however she/he does need to communicate if there is a need for a job-protected leave of absence or if the absence is due to an infectious process that might have affected patients and or staff members.
- D. Employee Health and Infection Control will be notified of Infectious Disease cases for trending and possible intervention if any employee has an infectious process.

**ARTICLE 35  
ATTENDANCE**

A. **Purpose:**

Maintaining a stable and reliable workforce is critical to the effective and efficient delivery of health care services. It is recognized that unplanned time away from work will be necessary. The following article sets forth the expectations for attendance and establishes corrective action standards for unacceptable attendance. These expectations apply to all shifts an 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 vacation, personal holiday, scheduled sick leave, bereavement leave, jury duty, and military leave will be considered protected absences and not be counted as “occurrences.”
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 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.” 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, 2022 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) incidents of the following within a 6-month time period will constitute a pattern:

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

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

An 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) consecutive scheduled shifts of no call/no show will be considered a resignation.

E. **Punctuality:**

An employee is expected to report for work and be ready to start her/his shift at her/his 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 work station ready to begin work at her/his scheduled start time, as well as returning late from a meal break. An employee will have the option to use the Kronos station outside the cafeteria when clocking in and out for her/his meal break.

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

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 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 timeclock 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 for a total of eight (8) resulting in termination.

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

I. **Occurrences for attendance will be counted as follows (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 36  
LEAVES OF ABSENCE**

- A. **Legally Required Leaves of Absence.** Upon reasonable advance notice by an eligible employee, the District will grant any Leaves of Absences in accordance with all applicable federal, state, and/or local laws.
- B. **Supplemental Leaves of Absence.** Employees who have completed ninety (90) days of employment may be eligible for a Supplemental Leave of Absence of up to twelve (12) months. Such Supplemental Leave of Absence shall be granted for an employee's own serious health condition that renders her/him unable to perform the functions of her/his position, to care for a parent, child, spouse, or domestic partner who has a serious health condition, or for purposes of childbirth, breastfeeding, bonding, adoption or foster care. However, unless otherwise required by law, employees may not combine Supplemental Leaves of Absence with any other leaves of absence in this Agreement (including those described in Subsections A and C in this Article) to obtain more than the 12-months of leave allowed under this Subsection. Unless otherwise required by law, there is no guarantee of immediate return to position after a Supplemental Leave of Absence. However, all effort will be made to accommodate an employee's absence and place the employee upon her/his return in the same or comparable position in which the employee was employed prior to her/his Supplemental Leave of Absence. Return to work shall be in accordance with Subsection G.
- C. **Leaves of Absence Under District Policies.** An employee shall also be entitled to any additional Leaves of Absence she/he is eligible for pursuant to District Policies.
- D. **Pay During Leaves of Absence.** Time off for Leaves of Absence will ordinarily be unpaid unless otherwise required by law; provided, however, that employees may use any accrued PTO to substitute for any unpaid leave.
- E. **Benefits During Leaves of Absence.** In accordance with applicable law, the District may continue an employee's participation in benefits to the same extent and under the same conditions as if the employee was not on leave. In addition, benefits under this Agreement shall be maintained during the paid portions of the leave and/or during any portion of the

leave that qualifies for FMLA or CFRA. Beginning on the first day of the month following the exhaustion of paid portions of the leave and/or during any portion of the leave that does not qualify for FMLA or CFRA, the employee may elect to continue medical benefit coverage by paying her/his portion of the cost of such coverage. Employees are encouraged to arrange a payment schedule with the Human Relations Department. Under appropriate circumstances, the District may recover from the employee the costs of any health insurance coverage it has paid on behalf of the employee during the period of any unpaid portion of the leave.

- F. **Seniority During Leaves of Absence.** Seniority shall continue to accrue during any Medical Leave which is for injury or illness compensated under the Workers' Compensation laws of the State of California; such accrual shall be limited to twelve (12) months. Seniority shall also accrue during any other Medical or Family Leave for a maximum of ninety (90) calendar days. During that portion of leave or layoff which exceeds 90 days, seniority shall be retained but not accrued.
  
- G. **Return to Work After Approved Leave.** Return to work after any approved Leave of Absence under subsection A shall be in accordance with all applicable federal, state, and/or local laws. With respect to a Supplemental Leave of Absence under subsection B, all effort will be made to accommodate an employee's absence with existing resources and place the employee upon her/his return in the same or comparable position in which the employee was employed prior to her/his Supplemental Leave of Absence. Unless otherwise required by law, there is no guarantee of immediate return from a Supplemental Leave of Absence if her/his position is no longer available/open. However, if an employee on a Supplemental Leave of Absence notifies the District in writing of a definite return to work date within twelve (12) months of the date her/his leave started (total length of leave of absence), no additional help will be placed in her/his work classification until an opening occurs and that employee has been offered a return to work. The total length of a leave of absence includes Legally Required Leaves of Absence and Supplemental Leaves of Absence. In the event an employee on a Supplemental Leave of Absence fails to request a return to work, refuses a return to work offer, or fails to respond to a return to work offer within fourteen (14) calendar days, the District will have no further reemployment obligations to the employee. Return to work after any approved Leave of Absence shall be in accordance with seniority standing of the employee as defined above and include any wage increases that would have affected all employees during the approved Leave of Absence.
  
- H. **PTO Donations.** An eligible employee may donate/transfer her/his paid time off to another employee in accordance with the District's Leave Donation policy.
  
- I. **Separation.** In the event the District determines, after complying with the rest of this Article, that it can no longer reasonably accommodate an employee, it shall follow the procedure outlined in Article 10, Performance Improvement and Progressive Discipline, prior to any anticipated separation of employment.

**ARTICLE 37**  
**WAGES**

**A. Employee pay scale ranges:**

All pay scales ranges for positions in the Tech unit will stay status quo as per the date of recognition, November 27, 2019. The pay scale ranges are listed in Appendix C.

Effective the first full period following Board ratification of this Agreement, an additional two percent (2%) will be added to the top of range for all classifications to allow for movement of topped employees.

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% added to the minimum of the pay scale range to determine their starting rate (2% will not be compounded). For any degree, license, or certification above what the job requires, they will receive an additional 2% with a maximum of 4%.

Example: Pay scale \$10.00-20.00 for an employee with 3 years of experience and a certification not required for the position would be calculated as follows:

1.  $\$10.00 \times 1.06$  (3 years of experience at 2% for each year) = \$10.60
2.  $\$10.60 \times 1.02$  (2% for certification not required) = \$10.81 (starting pay rate)

**B. Annual Wage Increases:**

An annual merit increase of 2% 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, provided the employee receives a "satisfactory" rating or above on their annual performance evaluation.

The parties agree to re-open this article in August 2021.

**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.

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

The District shall maintain the Basic and Basic Plus Health Care Plan benefits Medical, Pharmaceutical, Dental, and Vision at the levels provided as of January 1, 2020, for benefited employees. Coverage for newly hired or newly eligible benefited employees shall begin on the first day of the month after the date of hire or coverage eligibility. The Medical Plan shall include the new Tier of NIHD at 100% Benefit Level.

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, 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

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 39 OTHER BENEFITS**

The District shall maintain the following benefit offerings for employees during the term of this Agreement:

- 457 Deferred Compensation Plans
- Employee Assistance Program
- Universal Life Insurance, Term Life Insurance, Short-term Disability Insurance, Accident Insurance, Cancer Insurance
- Flexible Spending Accounts – Medical Expense, Dependent Care
- LegalShield
- Group Term Life & Accidental Death & Dismemberment Insurance, Long-term Disability, Work-life balance EAP, Worldwide emergency travel assistance

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

**ARTICLE 40  
RETIREMENT PLANS**

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

The Northern Inyo County Local Hospital District Retirement Plan\* (hereinafter referred to as the Defined Benefit Pension Plan) shall continue in effect and shall continue to be provided to all employees 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.

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.

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 employees who are not eligible participants in the Defined Benefit Pension Plan. The District shall make an annual contribution to the 401(a) Plan in the amount of 7.00% of eligible compensation which shall be allocated to participants in accordance with 401(a) Plan Documents, no later than October 15 for each preceding calendar year.

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

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

A. **PTO Accrual:**

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



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

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

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

**B. PTO Cash Outs:**

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

On three designated pay periods in April, August, and December of each year, benefited employees may elect to receive pay for up to one-hundred and twenty (120) hours total per year, of accrued (earned but not used) PTO. Any employee who elects to cash out PTO must leave a minimum of 40 hours in her/his PTO balance after cash-out. The District shall offer employees an additional cash out of accrued PTO up to 40 hours during times that the District initiates a “PTO freeze” for business-related purposes.

Two pay periods following ratification of this contract, the District shall cash out eighty (80) hours of PTO for any employee whose PTO accrual exceeds 260 hours. Cash Outs are paid at the employee’s base hourly rate of pay at the time of the cash out.

**C. Use Of PTO:**

1. All requests to use PTO for vacation are subject to approval by the Director/Manager.
2. Approvals of requests to use PTO for vacation shall take place annually according to the following process:
  - a. Employees shall request to use PTO for vacation during January of each year for the following fiscal year.

- b. Requests to use PTO for vacation shall be limited to two (2) weeks. Longer requests will require Executive Team approval. If coverage cannot be secured to cover all requested PTO for vacation, such requested PTO for vacation will be approved in rotation from most senior to least senior, crossing request periods and calendar years if necessary, until such time that all employees wishing to use PTO for vacation during requested periods have received their preference. The rotation shall then begin again.
      - c. Requests shall be granted, modified or denied by the end of February.
      - d. Vacations will only be granted if the needs of the department can be met with the employees available. Additional requests to use PTO for vacation time off may be granted if department size and skill mix allow.
3. Requests to use PTO for vacation submitted during the calendar year after the January deadline shall be granted as possible within 15 calendar days after the request. Department seniority-based rotation will be the tiebreaker if two requests are received on the same day, as described in section 2.b.
4. Requests to use PTO for vacation shall not be unreasonably denied.
5. Approved requests to use PTO for vacation shall be documented in writing and shall not be canceled once approved.
6. Requests to use PTO for vacation will be granted for time equal to or less than the PTO accrued by the employee at the time the request is made. Time off exceeding an employee's accrued PTO may only be granted by the Executive Team based on HR Policy.
7. See Subsections A and B above for information about PTO accrual amounts and cash outs.
8. Coverage for approved requests to use PTO for vacation:
  - a. Management shall be responsible for securing coverage.
  - b. If employee is part of a weekend work rotation, employee may submit a weekend switch proposal with her/his request to use PTO for vacation.
9. If the employee withdraws her/his request to use PTO for vacation prior to the posting of the schedule, the employee will work her/his regular shifts. If, however, an employee withdraws her/his request to use PTO for vacation after the schedule has been posted, he/she will not be guaranteed those hours and may have to use her/his PTO.
10. If an employee withdraws her/his approved request to use PTO for vacation, the Director/Manager will notify all of the employees in the Department of this change giving another employee a chance to request to use PTO for vacation at that time.

11. PTO combines all vacation time, holiday time and sick leave benefits. Use of PTO for holiday time and sick leave are according to District policies. Please also reference Articles: 4–Union Rights; 16–Position Classification Status; 32–Low Census Days; 34–Call-in process when employee is unable to work a scheduled shift; 36–Leaves of Absence; 42–Holiday Pay/Scheduling.

**ARTICLE 42  
HOLIDAY PAY/SCHEDULING**

- A. Employees who are required to work on the actual date of any of the listed recognized holidays C.2.-5. will be paid at the premium rate of time and one-half the employee’s hourly rate of pay (inclusive of any applicable shift differentials in accordance with Article 21) for the hours worked during the specified times listed for the holidays in C.2.-5.
- B. Employees who are required to work on the actual date of any of the listed recognized holidays C.1., 6., or 7. will be paid at the premium rate of double the employee’s hourly rate of pay (inclusive of any applicable shift differentials in accordance with Article 21) for the hours worked during the specified times listed for the holidays in C.1., 6., or 7. The District may not impose mandatory low census for New Year’s Day, Thanksgiving, or Christmas.
- C. Holidays include:
  1. New Year’s Day (6:00 P.M. on December 31 to 11:00 P.M. on January 1);
  2. President’s Day (3rd Monday in February) (11:00 P.M. to 11:00 P.M.);
  3. Memorial Day (4th or 5th Monday in May) (11:00 P.M. to 11:00 P.M.);
  4. Independence Day (July 4) (11:00 P.M. to 11:00 P.M.);
  5. Labor Day (1st Monday in September) (11:00 P.M. to 11:00 P.M.);
  6. Thanksgiving Day (11:00 P.M. to 11:00 P.M.);
  7. Christmas Day (6:00 P.M., December 24 to 11:00 P.M., December 25).
- D. Holiday shifts will be assigned evenly between full-time and part-time employees to meet Departmental staffing needs. Per Diem staff will continue to meet their Holiday requirements as set forth in Article 17. Upon management approval, staff wishing to cover additional holiday shifts shall be so permitted.
- E. Departments that do not routinely schedule patients on the holiday will be available for call on a rotational basis.
  1. Call for holidays will be based on department need and follow a rotation plan

- F. In the event that scheduled staff is not needed to work the holiday to meet patient needs, staff may request low census day (LCD) using PTO or Zero Pay (base rate).
- G. Employee whose religious beliefs call for the recognition of special days may use PTO or arrange for time off without pay provided prior arrangements have been made with her/his supervisor.

**ARTICLE 43  
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 in accordance with the Safety Committee policy and shall include two Technical Unit representatives (appointed by the union).
- 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 44**  
**PROFESSIONAL ACTIVITIES REQUIRED FOR ADVANCEMENT LADDER LEVEL**  
**(MEDICAL ASSISTANT ADVANCEMENT LADDER)**

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

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

Employee Level 3: Must Complete – 3 Professional Activities/year

Employee Level 4: Must complete – 4 Professional Activities/year

Professional skills and knowledge are expected to increase both qualitatively and quantitatively as the employee progresses through the professional continuum. The depth of skill at each level increases as the administrative assistant progresses through the system. Movement to a higher level builds upon skills demonstrated at previous levels. Yearly, each professional must verify that he/she is functioning at the current ladder level, demonstrate skills to move to the next level.

Professional Development Activities:

- Become a Certified Instructor
- Committee Membership/Attendance
- Community/Hospital Volunteer
- Completed Professional Development Goal
- Creation of a Visual Education Tool
- Department Based Project with prior Unit Director review/approval
- Cross Train to other functions/departments
- Formal Educational Presentation
- Group Presentation on area of specialty
- Higher Education/Certification (not counted in the Continuing Education Portion or required for current position, but relevant to Healthcare.)
- In-Service Project
- Membership in Community based health organization/group
- Other activity approved by Director, Manager, Assistant Manager or CNO

Clinical Ladder with the following levels:

LEVEL	CLINICAL EXPERIENCE/ EDUCATION REQUIRED	PROFESSIONAL DEVELOPMENT ACTIVITIES	PRACTICE IN FIELD/EDUCATION ANNUALLY	ADDITIONAL DIFFERENTIAL REIMBURSEMENT
4	Worked at NIHD for a minimum of 3 years and in current role a minimum of 2 years. Associates Degree	4 Professional Development Activities	1 self-selected and 2 Peer Review by department lead, Current in all required license and certificates. 6 hours of Continuing Education beyond mandatory requirements	\$2.25 /hour
3	Worked at NIHD for a minimum of 2 years and in current role a minimum of 1 year. High School Diploma or GED	3 Professional Development Activities	1 self-selected and 2 Peer Review by department lead, Current in all required license and certificates. 4 hours of Continuing Education beyond mandatory requirements	\$1.50 /hour
2	Worked at NIHD in current role for a minimum of 1 year. High School Diploma or GED	2 Professional Development Activities	1 Peer Review by department lead, Current in all required license and certificates. 3 hours of Continuing Education beyond mandatory requirements	\$0.75 /hour
1	Worked at NIHD in current role for a minimum of 1 year. High School Diploma or GED	None		\$0.00/hour

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

**ARTICLE 45  
STAFFING**

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

**ARTICLE 46  
FLOATING**

- A. Floating is defined as an unscheduled temporary assignment to another department other than the employees regularly scheduled home department. Floating shall occur due to staffing, departmental census, acuity and/or other patient considerations. In the event the employee feels that she/he lacks competency, the employee shall inform the immediate supervisor. The supervisor and the employee shall alter such assignment if warranted.
- B. Floating of employees shall be subject to patient care considerations and staffing needs.
- C. The employee who floats will complete the Floating Orientation Checklist. The employee will only perform duties to which the employee is competent to perform based on the employees Skills Check List.
- D. Employees shall be floated by rotation, except that a new employee who is hired shall not float until the completion of six (6) months in her/his assigned department.

**ARTICLE 47  
CONTINUING EDUCATION TIME**

- A. **Continuing Education Time (CET):**
  - 1. The District is not responsible for providing employee Continuing Education Units (CEU's) toward licensure or certification. However, the District will provide in-house opportunities for employees to receive licensing and certification-approved Continuing Education Units (CEUs) through the District's education department.
  - 2. The District will compensate employees at their base hourly rate of pay for completion of all mandatory District and Department-based education and annual mandatory competencies each calendar year.
- B. **Licensed Employees:**

1. Employees required to maintain licensure, are allowed up to sixteen (16) hours of educational pay per calendar year. The sixteen (16) hours of educational pay per fiscal year may be rolled over to the next year, and the maximum amount of accumulated educational pay shall be thirty-two (32) hours. Educational pay is paid at the employee's base hourly rate of pay.
2. Employees will be responsible for submitting proof of class attendance to their department head. Department heads will be responsible for maintaining records of education days utilized by staff.

C. **Requests for CET:**

1. Requests for continuing education time to attend or take a continuing education course must be made no later than fifteen (15) days prior to the schedule due date when the class is to commence, whether the class is online or in person.
  2. An employee who attends a continuing education course not requiring release time (e.g. on her/his day off or home study) is not required to request advance approval.
- D. The District may require an employee to attend outside continuing education. If this occurs, the District will compensate the employee according to policy.

**ARTICLE 48  
COMMUNICABLE DISEASES**

- A. The District shall provide information and training to employees on communicable illness and/or disease to which he/she may have routine or non-routine work place exposure.
1. Information and training shall include the symptoms of disease, modes of transmission, methods of protection, work place infection control procedures, special precautions and recommendations for immunization where applicable.
  2. Employees shall actively participate in the training provided by the District.
- B. Employees shall be provided and use appropriate equipment and/or attire whenever the work conditions warrant such protection.
1. The District and employees shall follow all applicable Local, State, and Federal regulations relating to communicable diseases.
- C. The District shall work with the Local Health Department to address any pandemic or community concern.
1. As needed, a Communicable Disease Management Task Force (CDMTF) can be convened to address issues as they arise. (All information from the CDMTF will flow to the Medical Staff Infection Control Committee.)



- D. A Volunteer Response Team (VRT) of employees will be established for any Communicable Disease classified by CalOSHA as requiring specific precautions and training (example Ebola virus). Active involvement of the VRT will include reviewing the exposure control plan regarding the Communicable Disease procedures to be performed by the VRT employees. Specific procedures for the identified Communicable Disease will require VRT employees input for Medical Staff approval. Additional training and education will be provided to the VRT employees.
1. The CDMTF will monitor system wide preparedness and response to the pandemic or any communicable diseases as classified by CalOSHA, including but not limited to the availability of Personal Protective Equipment (PPE), implementation of Federal, State and/or local disease prevention standards, the need for off-site emergency triage, immunization and treatment services, isolation accommodations, and effective communication and/or training to direct care providers.
  2. The CDMTF will update the VRT employees of any reports regarding system wide preparedness and response on an ongoing basis.
- E. The District shall not knowingly assign an employee to patient care situations which present imminent and unreasonable danger of illness, disease, serious harm or death to the employee.
- F. If an employee reasonably believes he/she has been given an assignment which presents an imminent danger, or increases unwarranted risk of exposure to disease or occupational hazards to the employee, the employee shall immediately bring the issue to the attention of her/his manager or designee for discussion and resolution.

#### **ARTICLE 49 SAFE PATIENT HANDLING**

- A. The District is committed to providing a safe working environment that includes a commitment to protect employees from workplace injuries associated with the handling of patients. The District shall implement and maintain Policies and Procedures (P&P) associated with safe patient handling (refer to Safe patient Handling Subcommittee P&P list).
- B. Reasonable efforts will be made to eliminate the need for patient care providers to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, education and appropriate training for staff involved in handling of patients. Appropriately trained and designated staff is to be available to assist with patient handling.
- C. The following forums exist for employees to raise safety concerns related to the handling or movement of patients:
- Patient Safe Handling Subcommittee (refer to Subcommittee Purpose)
  - Professional Practice Committee

- District Safety Committee
- Monthly Department Safety Rounds completed by the Department Safety Resource Person
- Ergonomic Rounds
- Completion of Unusual Occurrence Report (UOR)
- Notification of the House Supervisor and/or direct management
- On the Annual Employee Assessment to be completed at the time of the Annual evaluation

D. The District shall give due and fair consideration to recommendations from the Safe Patient Handling Subcommittee that are intended to reduce workplace injuries associated with the movement or handling of patients.

**ARTICLE 50  
INDEMNITY**

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

**ARTICLE 51  
SAVINGS CLAUSE**

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

**ARTICLE 52  
NO STRIKE – NO LOCKOUT**

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

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

This Agreement shall become effective October 21, 2020 and shall continue in full force and effect through October 31, 2022.

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.

**APPENDIX A – UNIT JOB TITLES**

<b>JOB TITLE DESCRIPTION</b>
ACCOUNTS PAYABLE CLERK
ACCOUNTS RECEIVABLE TECHNICIAN
ACUTE/SUBACUTE CNA/DEPARTMENT CLERK
ACUTE/SUBACUTE DEPARTMENT CLERK
ADMISSION SERVICES EMERGENCY REGISTRAR
ADMISSION SERVICES FLOAT CLERK
ANCILLARY SPECIALIST
APPLICATION ADMINISTRATOR DBA
BIOMEDICAL ENGINEER TECHNICIAN 1
CARDIOPULMONARY EKG TREADMILL TECH
CENTRAL REGISTRATION REGISTRAR
CERTIFIED NURSING ASSISTANT/DEPARTMENT CLERK
CERTIFIED PHARMACY TECHNICIAN
CHARGE CAPTURE ANALYST
CHARGE ENTRY SPECIALIST
CLINICAL INFORMATICS/QUALITY
COMPUTER SERVICES ANALYST
COOK
COORDINATOR OF LIS
DI CLERK
DIETARY CLERK
DIGITAL MARKETING SPECIALIST
ED DEPT TECH CLERK
ED TECH DEPT CLERK CNA EMT
ENTERPRISE APPLICATION ANALYST
ENTRY LEVEL INSURANCE BILLER
ENVIRONMENTAL SERVICES ATTENDANT
EVS FLOOR TECHNICIAN
EVS JOSEPH HOUSE
FOOD SERVICE WORKER
HEALTHCARE INTERPRETER
ICU LVN MONITOR TECH CERTIFIED
INSURANCE BILLER
INTERIM AUTH & REFERRAL SPECIALIST
INTERNAL MEDICINE LVN
INTERNAL MEDICINE REG CLERK
ITS SYSTEM ADMINISTRATOR
LABORATORY ASSISTANT I
LAB ASST II

LAB ASST III
LAB ASST IV
LAB ASST POINT OF CARE INFORMATICS COORD
LAUNDRY WORKER
MAINT ENGINEERING OFFICE ASST
MEDICAL ASSISTANT
MEDICAL CODER AUDITOR EDUCATOR
MEDICAL RECORDS CERTIFIED CODER
MEDICAL RECORDS CLERK
MEDICAL RECORDS CLERK
NETWORK SYSTEMS ENGINEER
ORTHO CLINIC CLERK
ORTHOPEDIC CLINIC BACK OFFICE TECHNICIAN
PACU CLERK
PAT ACCT REP ANALYST
PATIENT NAVIGATOR
PBX INPATIENT REGISTRAR
PED CLINIC CLERK
PEDIATRIC CLINIC MEDICAL ASSISTANT
PERINATAL LVN CERTIFIED
PERIOP SERV SNR INVENTORY CNTRL ANALYST
PHARMACY CLERK
PHYSICAL THERAPY ASSISTANT II
PROJECT MANAGEMENT SPECIALIST
PURCHASING BUYER
PURCHASING CLERK
QUAL ASSURANCE & PERFOR IMPROVEMENT ANALYST
RADIOLOGY TECHNOLOGIST
RAD TECH II
RAD TECH III
RAD TECH IV
RAD TECH IV MRSO
RECOVERY SUPPORT NAVIGATOR
REHAB SCHEDULER
REHABILITATION AIDE
RESPIRATORY CARE PRACTITIONER
RH WOMENS CLINIC CLERK
RHC AUTHORIZATION AND REFERRAL SPECIALIST
RHC INS BILLER
RHC REGISTRATION CLERK
RHC WOMENS HEALTH LVN

SCAN FILE CLERK
SONOGRAPHER
SONOGRAPHER II
SONOGRAPHER III
STAFF ACCOUNTANT
STERILE PROCESSING TECH
SUPPORT STAFF TALENT POOL
SURGERY CLINIC CLERK
SURGERY CLINIC LVN
SURGERY TECH I
SURGERY TECH II
SURGERY TECH III
SURGERY TECH IV
TELEHEALTH SPECIALIST

**APPENDIX B – ENTRY LEVEL POSITIONS**

<b>JOB TITLE DESCRIPTION</b>	<b>ENTRY LEVEL? (X IF YES)</b>
ACCOUNTS PAYABLE CLERK	X
ADMISSION SERVICES FLOAT CLERK	X
COOK	X
DI CLERK	X
ED DEPT TECH CLERK	X
ENTRY LEVEL INSURANCE BILLER	X
ENVIRONMENTAL SERVICES ATTENDANT	X
EVS FLOOR TECHNICIAN	X
EVS JOSEPH HOUSE	X
FOOD SERVICE WORKER	X
INTERNAL MEDICINE REG CLERK	X
LAUNDRY WORKER	X
MAINT ENGINEERING OFFICE ASST	X
MEDICAL RECORDS CLERK	X
ORTHO CLINIC CLERK	X
PACU CLERK	X
PBX INPATIENT REGISTRAR	X
PED CLINIC CLERK	X
PHARMACY CLERK	X
PURCHASING CLERK	X
REHAB SCHEDULER	X
RH WOMENS CLINIC CLERK	X
RHC REGISTRATION CLERK	X
SCAN FILE CLERK	X

**APPENDIX C – PAY SCALE RANGES**

<b>JOB TITLE DESCRIPTION</b>	<b>PAY GRADE CODE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
ACCOUNTS PAYABLE CLERK	1030	\$16.16	\$21.53
ACCOUNTS RECEIVABLE TECHNICIAN	1095	\$16.23	\$23.73
ACUTE/SUBACUTE CNA/DEPARTMENT CLERK	1050	\$16.83	\$22.42
ACUTE/SUBACUTE DEPARTMENT CLERK	1030	\$16.16	\$21.53
ADMISSION SERVICES EMERGENCY REGISTRAR	1040	\$17.15	\$23.60
ADMISSION SERVICES FLOAT CLERK	1100	\$17.97	\$24.37
ANCILLARY SPECIALIST	1220	\$23.30	\$34.61
APPLICATION ADMINISTRATOR DBA	1427	\$46.82	\$69.20
BIOMEDICAL ENGINEER TECHNICIAN I	1310	\$28.21	\$42.12
CARDIOPULMONARY EKG TREADMILL TECH	1110	\$23.21	\$29.52
CENTRAL REGISTRATION REGISTRAR	1040	\$17.15	\$23.60
CERTIFIED NURSING ASSISTANT/DEPARTMENT CLERK	1050	\$16.83	\$22.42
CERTIFIED PHARMACY TECHNICIAN	1185	\$21.26	\$28.75
CHARGE CAPTURE ANALYST	1302	\$29.46	\$42.90
CHARGE ENTRY SPECIALIST	1080	\$18.11	\$25.14
CLINICAL INFORMATICS/QUALITY	1325	\$30.30	\$43.91
COMPUTER SERVICES ANALYST	1310	\$28.21	\$42.12
COOK	1020	\$15.68	\$21.17
COORDINATOR OF LIS	1310	\$28.21	\$42.12
DI CLERK	1040	\$17.15	\$23.60
DIETARY CLERK	1030	\$16.16	\$21.53
DIGITAL MARKETING SPECIALIST	1200	\$25.09	\$33.70
ED DEPT TECH CLERK	1030	\$16.16	\$21.53
ED TECH DEPT CLERK CNA EMT	1050	\$16.83	\$22.42
ENTERPRISE APPLICATION ANALYST	1302	\$29.46	\$42.90
ENTRY LEVEL INSURANCE BILLER	1085	\$17.74	\$24.23
ENVIRONMENTAL SERVICES ATTENDANT	1010	\$15.00	\$19.47
EVS FLOOR TECHNICIAN	1035	\$16.48	\$21.85
EVS JOSEPH HOUSE	1010	\$15.00	\$19.47
FOOD SERVICE WORKER	1010	\$15.00	\$19.47
HEALTHCARE INTERPRETER	1205	\$20.11	\$27.68
ICU LVN MONITOR TECH CERTIFIED	1215	\$23.00	\$31.50
INSURANCE BILLER	1085	\$17.74	\$24.23
INTERIM AUTH & REFERRAL SPECIALIST	1150	\$17.36	\$26.24
INTERNAL MEDICINE LVN	1215	\$23.00	\$31.50
INTERNAL MEDICINE REG CLERK	1030	\$16.16	\$21.53
ITS SYSTEM ADMINISTRATOR	1360	\$35.75	\$49.37
LABORATORY ASSISTANT I	1090	\$18.45	\$24.52



LAB ASST II	1205	\$20.11	\$27.68
LAB ASST III	1210	\$22.17	\$33.31
LAB ASST IV	1245	\$26.76	\$35.86
LAB ASST POINT OF CARE INFORMATICS COORD	1310	\$28.21	\$42.12
LAUNDRY WORKER	1010	\$15.00	\$19.47
MAINT ENGINEERING OFFICE ASST	1100	\$17.97	\$24.37
MEDICAL ASSISTANT	1067	\$15.88	\$22.26
MEDICAL CODER AUDITOR EDUCATOR	1302	\$29.46	\$42.90
MEDICAL RECORDS CERTIFIED CODER	1235	\$27.68	\$39.16
MEDICAL RECORDS CLERK	1030	\$16.16	\$21.53
MEDICAL RECORDS CLERK	1030	\$16.16	\$21.53
NETWORK SYSTEMS ENGINEER	1360	\$35.75	\$49.37
ORTHO CLINIC CLERK	1030	\$16.16	\$21.53
ORTHOPEDIC CLINIC BACK OFFICE TECHNICIAN	1525	\$53.72	\$85.40
PACU CLERK	1050	\$16.83	\$22.42
PAT ACCT REP ANALYST	1080	\$18.11	\$25.14
PATIENT NAVIGATOR	1325	\$30.30	\$43.91
PBX INPATIENT REGISTRAR	1040	\$17.15	\$23.60
PED CLINIC CLERK	1030	\$16.16	\$21.53
PEDIATRIC CLINIC MEDICAL ASSISTANT	1067	\$15.88	\$22.26
PERINATAL LVN CERTIFIED	1215	\$23.00	\$31.50
PERIOP SERV SNR INVENTORY CNTRL ANALYST	1200	\$25.09	\$33.70
PHARMACY CLERK	1030	\$16.16	\$21.53
PHYSICAL THERAPY ASSISTANT II	1310	\$28.21	\$42.12
PROJECT MANAGEMENT SPECIALIST	1469	\$37.17	\$56.01
PURCHASING BUYER	1135	\$18.53	\$26.54
PURCHASING CLERK	1030	\$16.16	\$21.53
QUAL ASSURANCE & PERFOR IMPROVEMENT ANALYST	1275	\$25.89	\$35.13
RADIOLOGY TECHNOLOGIST	1315	\$33.68	\$46.27
RAD TECH II	1371	\$38.50	\$53.34
RAD TECH III	1372	\$42.35	\$58.66
RAD TECH IV	1475	\$44.44	\$59.71
RAD TECH IV MRSO	1475	\$44.44	\$59.71
RECOVERY SUPPORT NAVIGATOR	1325	\$30.30	\$43.91
REHAB SCHEDULER	1040	\$17.15	\$23.60
REHABILITATION AIDE	1030	\$16.16	\$21.53
RESPIRATORY CARE PRACTITIONER	1295	\$31.92	\$43.40
RH WOMENS CLINIC CLERK	1030	\$16.16	\$21.53
RHC AUTHORIZATION AND REFERRAL SPECIALIS	1150	\$17.36	\$26.24
RHC INS BILLER	1095	\$16.23	\$23.73
RHC REGISTRATION CLERK	1030	\$16.16	\$21.53

RHC WOMENS HEALTH LVN	1215	\$23.00	\$31.50
SCAN FILE CLERK	1030	\$16.16	\$21.53
SONOGRAPHER	1371	\$38.50	\$53.34
SONOGRAPHER II	1372	\$42.35	\$58.66
SONOGRAPHER III	1475	\$44.44	\$59.71
STAFF ACCOUNTANT	1235	\$27.68	\$39.16
STERILE PROCESSING TECH	1051	\$18.20	\$24.49
SUPPORT STAFF TALENT POOL	1010	\$15.00	\$19.47
SURGERY CLINIC CLERK	1030	\$16.16	\$21.53
SURGERY CLINIC LVN	1215	\$23.00	\$31.50
SURGERY TECH I	1200	\$25.09	\$33.70
SURGERY TECH II	1310	\$28.21	\$42.12
SURGERY TECH III	1295	\$31.92	\$43.40
SURGERY TECH IV	1315	\$33.68	\$46.27
TELEHEALTH SPECIALIST	1067	\$15.88	\$22.26

**SIGNATURES**

NORTHERN INYO HEALTHCARE  
DISTRICT

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

\_\_\_\_\_  
Kelli Davis  
Interim Chief Executive Officer

\_\_\_\_\_  
Samantha Baumgartner, ED

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

\_\_\_\_\_  
Teri Boling, Purchasing

\_\_\_\_\_  
Dean Lewis, ITS

\_\_\_\_\_  
Eva Mathieu, Admission Services

\_\_\_\_\_  
Kaylyn Rickford, RHC

\_\_\_\_\_  
Carrie Rivera, Dietary

\_\_\_\_\_  
Michelle Scott, Acute/Subacute

\_\_\_\_\_  
Jane McDonald, AFSCME Representative

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

RESOLUTION NO. 20-10

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

WHEREAS, AFSCME and representatives of the District have met and conferred as required under the Meyer-Milias Brown Act to reach agreement on a Memorandum of Understanding to cover the period October 21, 2020 to October 31, 2022; and

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

WHEREAS, District staff recommends the adoption of the MOU as it provides for clarity in various areas, provides 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 Memorandum of Understanding between the Northern Inyo Healthcare District and District Council 57, American Federation of State, County, and

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

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

Passed, approved and adopted this 21<sup>st</sup> day of October, 2020.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2020.

\_\_\_\_\_  
\_\_\_\_\_, President

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: Kelli Davis, Interim CEO

DATE: October 9, 2020

SUBJECT: Adoption of the Letter of 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”), as the recognized exclusive bargaining representative for non-management Registered Nurses, and representatives of the District engaged in bargaining as required by the current Memorandum of Understanding to discuss Wages and Pension. After negotiations, a tentative agreement for a one-year Letter of Agreement (LOA), covering October 21, 2020 to August 2021 was reached. This LOA is to supplement the current MOU. AFSCME members ratified the proposed agreement on October 8, 2020.

**DISCUSSION AND ANALYSIS**

The proposed Letter of Agreement provides changes in compensation with regard to education pay differentials which reflect the District’s dedication to “growing our own” and providing the best quality care to our patients. The Letter of Agreement also provides no guaranteed across-the-board wage increase, but does provide for two re-openers (in March 2021 and August 2021) to discuss the Defined Benefit Plan and wages.

**FISCAL REVIEW**

We recommend approval of the Letter of Agreement. This LOA has set the framework for the District to strategically manage future wage and benefit changes for all employees.

**ATTACHMENT**

Proposed Letter of Agreement between The American Federation of State, County and Municipal Employees, District Council 51 (“AFSCME”) and the District (without redaction) – Attachment 1

**LETTER OF AGREEMENT  
BETWEEN THE NORTHERN INYO HEALTHCARE DISTRICT AND DISTRICT  
COUNCIL 57, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES (AFSCME), AFL-CIO**

WHEREAS, the District Council 57, American Federation of State, County, and Municipal Employees (“AFSCME”) and the Northern Inyo Healthcare District (“District”) (collectively “the Parties”), have met and conferred as required by the Parties’ 2019 - 2022 Memorandum of Understanding (“MOU”) regarding Articles 37 and 40;

THEREFORE, AFSCME and the District agree as follows:

1. Modify Article 40.A as follows:

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. 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.

2. Modify Article 37.B as follows:

B. Annual Wage Increases:

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

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** ~~2.80~~ per hour above the maximum of the pay scale range:

**\$0.60** ~~0.40~~ per hour for Bachelors; or

**\$1.25** ~~1.00~~ per hour for Bachelors – BSN; or

**\$2.25** ~~2.00~~ per hour for Masters – in healthcare related field; and

**\$0.60** ~~0.40~~ 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.**

3. The changes to Article 37, Education Pay Differentials, shall be incorporated into the successor MOU.

**IT IS SO AGREED**

**AFSCME, DISTRICT COUNCIL 57**

\_\_\_\_\_

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

**NORTHERN INYO HEALTHCARE DISTRICT**

\_\_\_\_\_

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



RESOLUTION NO. 20-11

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

WHEREAS, AFSCME and representatives of the District have met and conferred as required under the Meyer-Milias Brown Act to reach agreement on a Letter of Agreement to cover the period October 21, 2020 to August 2022; and

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

WHEREAS, District staff recommends the adoption of the LOA 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 Letter of 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<sup>st</sup> day of October, 2020.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2020.

\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_

Clerk



---

**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: Kelli Davis, Interim CEO

DATE: October 9, 2020

SUBJECT: Adoption of the Memorandum of Understanding between the Northern Inyo Healthcare District (District) and the American Federation of State, County and Municipal Employees (AFSCME), District Council 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 an initial Memorandum Of Understanding (“MOU”). After several months of negotiations, a tentative agreement for a two-year Memorandum of Understanding, covering October 21, 2020 to October 31, 2022 was reached. AFSCME members ratified the proposed agreement on September 21, 2020.

**DISCUSSION AND ANALYSIS**

The proposed Memorandum of Understanding generally provides for status quo operations based on the District’s current practices and is modeled after the MOU with the Registered Nurses. The MOU does change employees’ eligibility for a merit increase from a range of one to three percent to a set two percent, upon a satisfactory or above performance rating. Further, the MOU provides for an increase in the top of the pay scale of two percent (2%) for all classifications which will allow employees who have had “pay freezes” to be eligible for an annual pay increase upon a satisfactory or above annual performance evaluation, and maintains competitiveness in the job market. The MOU also implements changes in payroll practices that eliminate double compensation, and changes to the PTO program that will allow for the strict enforcement of caps. In addition, the MOU provides for increased contributions from AFSCME members to the cost of medical, dental and vision premiums in 2022 and excludes employees from being eligible to return to the Defined Benefit Plan after they have left District employ (except in a very limited circumstance). The MOU also provides no guaranteed across-the-board wage increase, but does provide for two re-openers (in March 2021 and August 2021) to discuss the Defined Benefit Plan and wages.

**FISCAL REVIEW**

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

**ATTACHMENT**

Proposed Memorandum of Understanding between The American Federation of State, County and Municipal Employees, District Council 57 (“AFSCME”) and the District – Attachment 1



# IMPLEMENTATION TIMELINE

## October - 2020

- \*October 21<sup>st</sup> board meeting:
  - Verus appointed as broker on all lines of coverage; Keenan to remain on commissions/fees until 12/31/2020
  - Verus to begin implementation of Impax Rx, **\$173-341k savings**
  - Begin working with PBM consultant on maximizing 340b Rx alternatives
  - Immediately begin marketing of:
    - Life/LTD
    - TPA, PBM (Prescription Benefit Manager), and RBP (Reference Based Pricing) vendors
    - Dental PPO
    - Vision Network
    - EAP through LTD carrier

## November - 2020

- November 11<sup>th</sup>: Present marketing of
  - Life/LTD
  - TPA, PBM (Prescription Benefit Manager), and RBP (Reference Based Pricing) vendors
  - Dental PPO
- November 18<sup>th</sup> Board Meeting: Board approval of:
  - TPA/RBP Vendor, **\$441-551k savings**
  - PBM, **\$56-168k savings**
  - Rx disease management, **\$40k to 70k savings**
  - Dental PPO, **\$23k-33k savings**
  - Life/LTD/EAP vendor, **\$9k to \$20k savings**
- November 19<sup>th</sup>: Begin implementation of TPA/RBP/PBM, Dental PPO, Life/LTD/EAP

## January-2021

\*Verus to take over all broker commissions/fees at \$120k, **\$48k savings vs. Keenan current, \$35k savings vs. Keenan reduction**

## February - 2021

- Effective date of changes
- Implement TPA and RBP vendor
  - Implement New PBM and Rx disease management
  - Implement Dental PPO
  - Implement Vision Network
  - Implement Life/LTD/EAP
- Mid 2021- Implement 340b pricing on drugs for Northern Inyo employees. **\$355k to \$560k savings**



# CHC

Community Hospital Corporation

**HELP WHERE HOSPITALS NEED IT®**



Cost Savings Analysis for:

# Northern Inyo Healthcare

Bishop, California

October 9, 2020



# CHC Corporate Overview



**Community Hospital Corporation** owns, manages and consults with hospitals through three distinct organizations – *CHC Hospitals*, *CHC Consulting*, and *CHC ContinueCARE*, which share a common purpose of preserving and protecting community hospitals

**Mission** – To guide, support and enhance the mission of community hospitals and healthcare providers

**Vision** – To be the nation's preeminent resource in advancing community healthcare



The healthcare landscape is shifting.

“More than 120 rural hospitals in America have closed since 2010.”

– University of North Carolina Center for Health Services Research

“Hospitals are scaling back services, shutting down departments or closing altogether.”

– New York Times

“673 rural hospitals are at risk of closure and 210 of them are at extreme risk.”

– Rural Relevance: Vulnerability to Value Study by iVantage Analytics





# New Analysis Shows Worsening Situation for Rural Hospitals.”

*Navigant - Feb 2019*



**Hospital closures are usually financial decisions, pure and simple.”**

*Medical Scribe Journal*





For healthcare supply chain, a \$1 reduction in operating expenses has the same impact on the bottom line as \$1,000 in new revenue.”

*Materials Management in Health Care*



# Gunnison Valley Health, Gunnison, CO

*Turnaround from Technical Default  
to Nationally Ranked Hospital*



We did a one-eighty and then shot straight to the sky by every measure of hospital strength and performance."

*Rob Santilli, CEO  
Gunnison Valley Health  
Gunnison, CO*



# The journey can be treacherous.



*On the mountain, experience matters.*

Helps independent hospitals save millions of dollars every year.

Manages our own hospitals to newfound prosperity.

Understands the power of group buying and expert supply chain management.

Provides needed support on the way to success.

**CHC Supply Trust is uniquely  
poised in the industry.**

**Provides GPO oversight -  
helping to manage the  
on-boarding process as well  
as ongoing maintenance.**

**Offers data analysis so you  
can monitor price parity,  
contract compliance, and  
benchmark pricing.**

**Uses a 3rd-party spend-  
analytic tool to track  
spend and reduce supply  
costs organization-wide.**

**Save Money. Achieve More.**

Join forces with some of the nation's preeminent hospital systems.

Enjoy the same benefits – at the same price tier – as these equity owners of HealthTrust:

**HealthTrust** – 1,600+ acute members

**AdvantageTrust** - 26,000+ non-acute members

**CoreTrust** - 1,400+ non-healthcare members

LIFEPOINT  
HOSPITALS

CHS Community Health Systems

Hospital Sisters HEALTH SYSTEM

HCA

tenet HEALTH

Trinity Health  
Livonia, MI

Franciscan ALLIANCE



CHC Supply Trust

# Largest U.S. Healthcare Systems

Company	Location	Revenue	Hospitals	GPO
<b>HCA</b>	Nashville	\$37B	177	HealthTrust
Kaiser Permanente	Oakland	\$20B	39	Vizient
Ascension	St. Louis	\$18B	114	Ascension
<b>Trinity Health</b>	Livonia	\$14B	93	HealthTrust
<b>CHS</b>	Franklin	\$13B	126	HealthTrust
<b>Tenet</b>	Dallas	\$13B	80	HealthTrust
Providence	Renton	\$12B	26	Premier
UHS	King Prussia	\$7B	24	Premier
<b>LifePoint</b>	Brentwood	\$6B	71	HealthTrust
Steward	Boston	\$5B	38	HealthTrust
<b>CHRISTUS Health</b>	Irving	\$5B	60	HealthTrust
Prime	Ontario	\$4B	45	HealthTrust
Ardent	Nashville	\$3B	31	HealthTrust
RCCH	Brentwood	\$2B	16	HealthTrust

*10 of the top 14 largest IDNs are exclusive HealthTrust members*

# Enjoy access – made easy.

Direct access to HealthTrust's unrivaled solution portfolio. . .

. . . expertly managed for you by CHC Supply Trust.

Over \$45 Billion in committed annual spend.

Double-digit savings on your typical supply spend.

Subject matter experts find the best products at the best prices.

1/3 of contracts refreshed every year.



CHC Supply Trust – offering<sup>96</sup> savings and service.





# You don't have to go it alone.

Join together with other hospitals who face the same challenges – reap the rewards of buying as a group.

Every member of the CHC Supply Trust Team has been a hospital supply chain director.

Enjoy top-tier pricing.

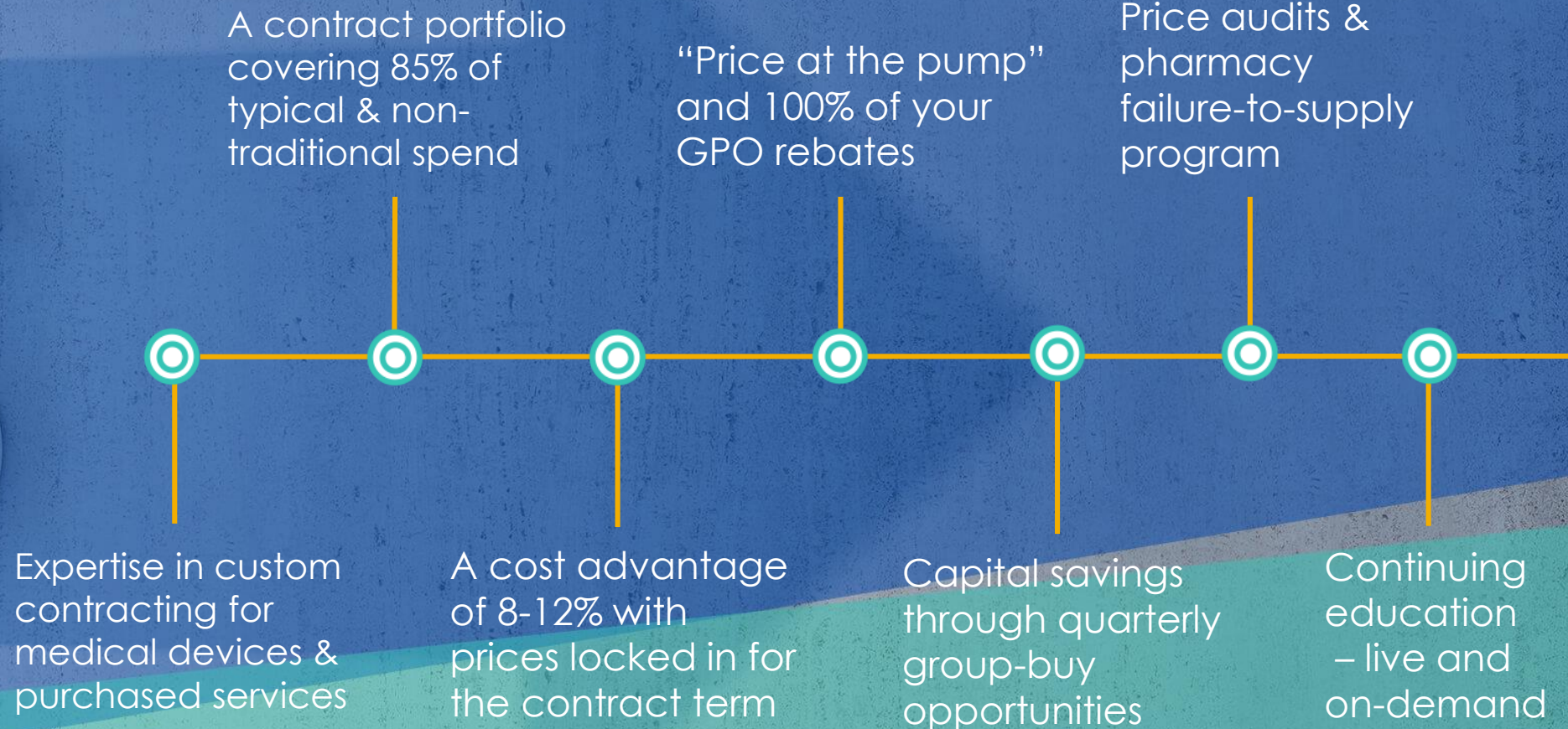
Save an average of 10-20% annually.

Pay less for the exact same items.

Strengthen your financial stability.

# The privileges of membership.

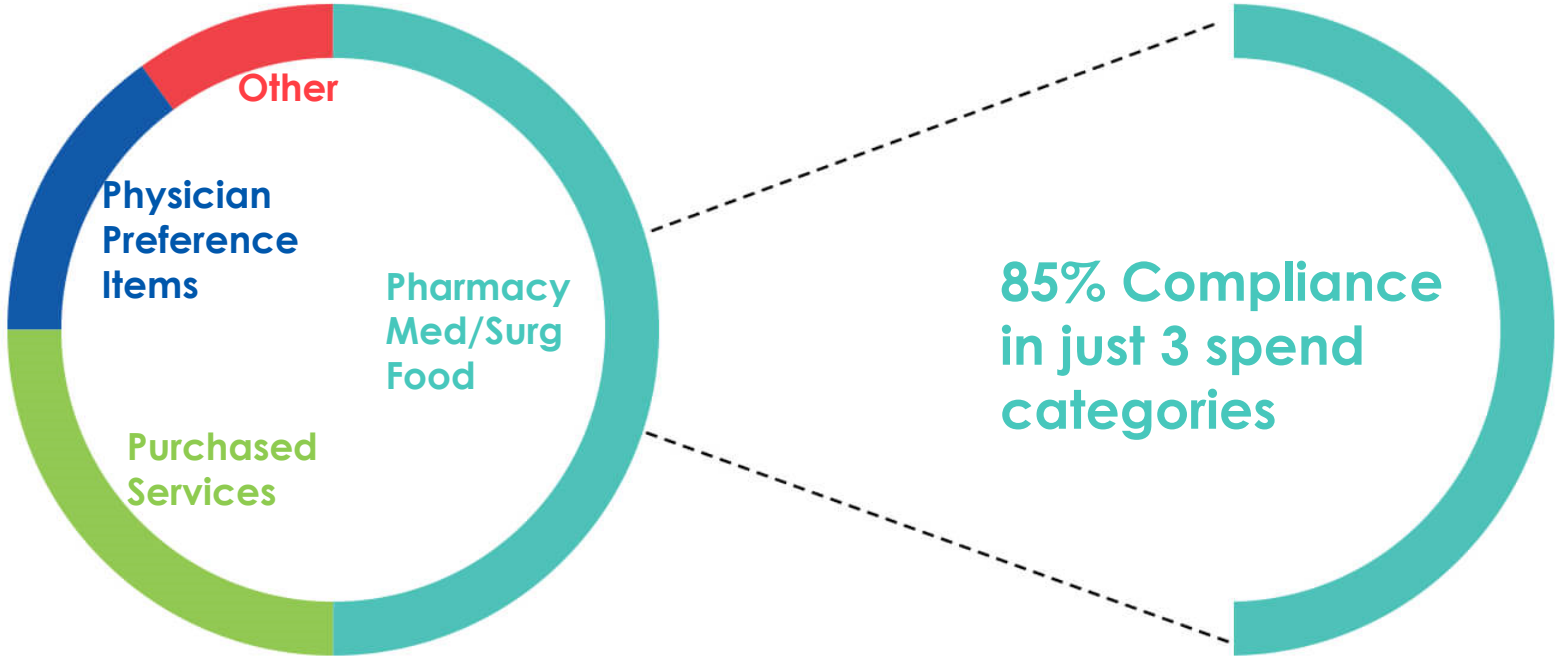
Leverage the power of group buying and receive:



# A simple – and flexible – approach to leveraging substantial savings:

Average hospital spending

Our committed model



1  
GPO



3  
Spend categories



100%  
Conversion assistance



Average **actual** compliance: 92%

# Your complimentary cost-savings analysis.



...this was a big win for our community."

-- CEO, ContinueCARE  
Hospital at Baptist Health  
Corbin, Corbin, KY

# Just the tip of the iceberg...

*Our complementary exact match analysis looks at your:*

**Med/Surg and Pharmaceutical Spend**

*However, your savings potential extends to:*

Capital Equipment  
Facility Services  
Food Services  
Telecommunications  
Reference Lab  
Energy  
So much more...

# How much can Northern Inyo Healthcare save?

## Annual Supply Spend

**\$10,700,000**

## Exact Match Savings

**22.76%**

## Projected Total Savings

**\$2,435,320/year**

Area	Current Vendor	Match Rate	Your Cost	CHC Cost	Savings	Savings Rate
Med/Surg	O&M	59%	\$424,421	\$319,721	\$104,700	24.67%
	Medline	23%	\$ 32,710	\$20,332	\$12,378	37.84%
Pharmacy	Cardinal	37%	\$513,205	\$409,452	\$103,753	20.22%
<b>Total</b>			<b>\$970,336</b>	<b>\$749,505</b>	<b>\$220,831</b>	<b>22.76%</b>



Our supply cost has fallen dramatically in just the first six months. Best move my health system could have made.”

*Director, Supply Chain, Hunt Regional Health Care, Greenville, TX*

# GPO Conversion with collaboration and support at every step

## Step 2



# Healthcare IQ Colours<sup>®</sup>: your easy access to key financial metrics for supply costs

From **65%** compliance...  
to **85% to 90%** compliance

Purchases easily normalized and benchmarked

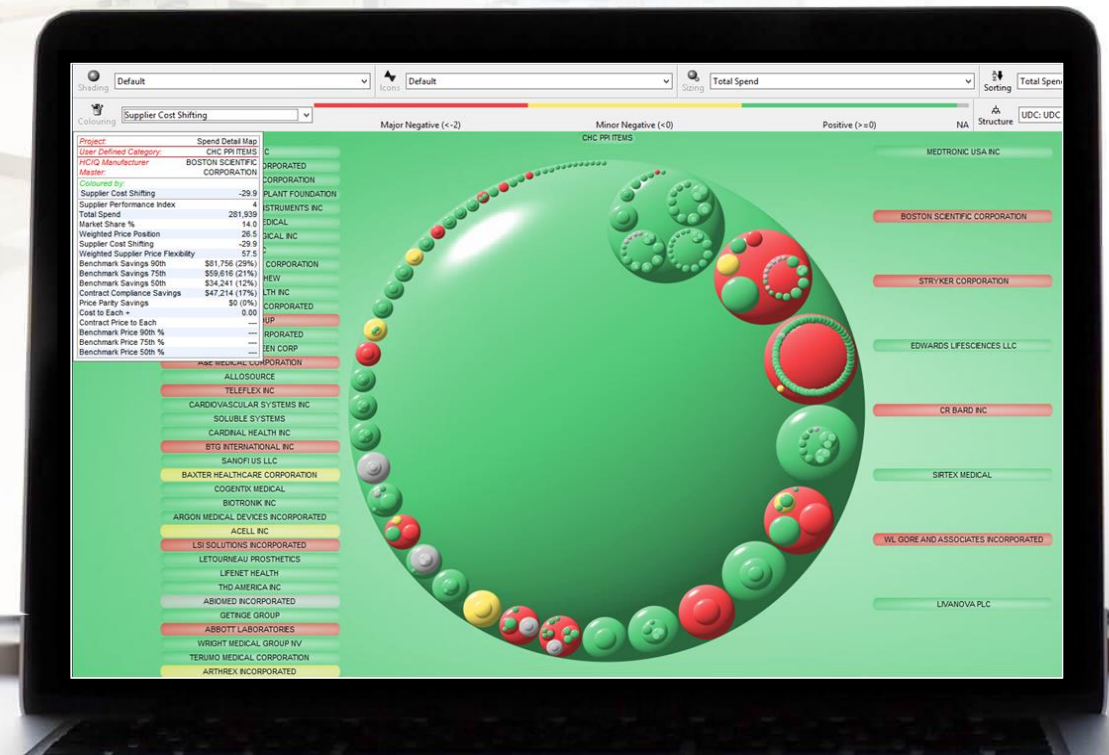
Continuous updates

Data includes 2400 hospitals nationwide

90-95% product match

Dynamic data visualization

User-friendly, intuitive interface





# Who Is Tracking Your Purchased Services?

- A **purchased service** is any service contracted for and performed by a third party.
- **Purchased services** include the following: *Facility Support Services, Clinical Services, Financial Services, IT & Telecom Services, Ancillary Services, Insurance, and HR.*
- **Purchased services** can account for **30-70%** of a hospital's total purchase dollars while only **5-10%** are formally sourced through the supply chain.



...tracks and consolidates all of these services for you!



Facility Support



Clinical



Financial



IT & Telecom



Ancillary



Insurance



HR

# Understanding the Breadth of Purchased Services

Valify has over **1,200 unique categories** across 7 service lines.



## Facility Support Services

241 subcategories including:

- Food Services
- Housekeeping
- Utilities
- Biomedical Engineering



## Financial Services

147 subcategories including:

- Property Mgmt.
- Banking/Financing Fees
- Financial Software
- Revenue Cycle



## IT & Telecom Services

441 subcategories including:

- IT Infrastructure
- IT Resellers
- Security/Privacy/Risk



## HR Services

133 subcategories including:

- Temporary Staffing
- HR Software
- Patient Satisfaction Surveys



## Clinical Services

259 subcategories including:

- Reference Lab
- Dialysis
- Blood Bank



## Insurance

29 subcategories including:

- Workers Comp
- Property & Casualty
- Disability



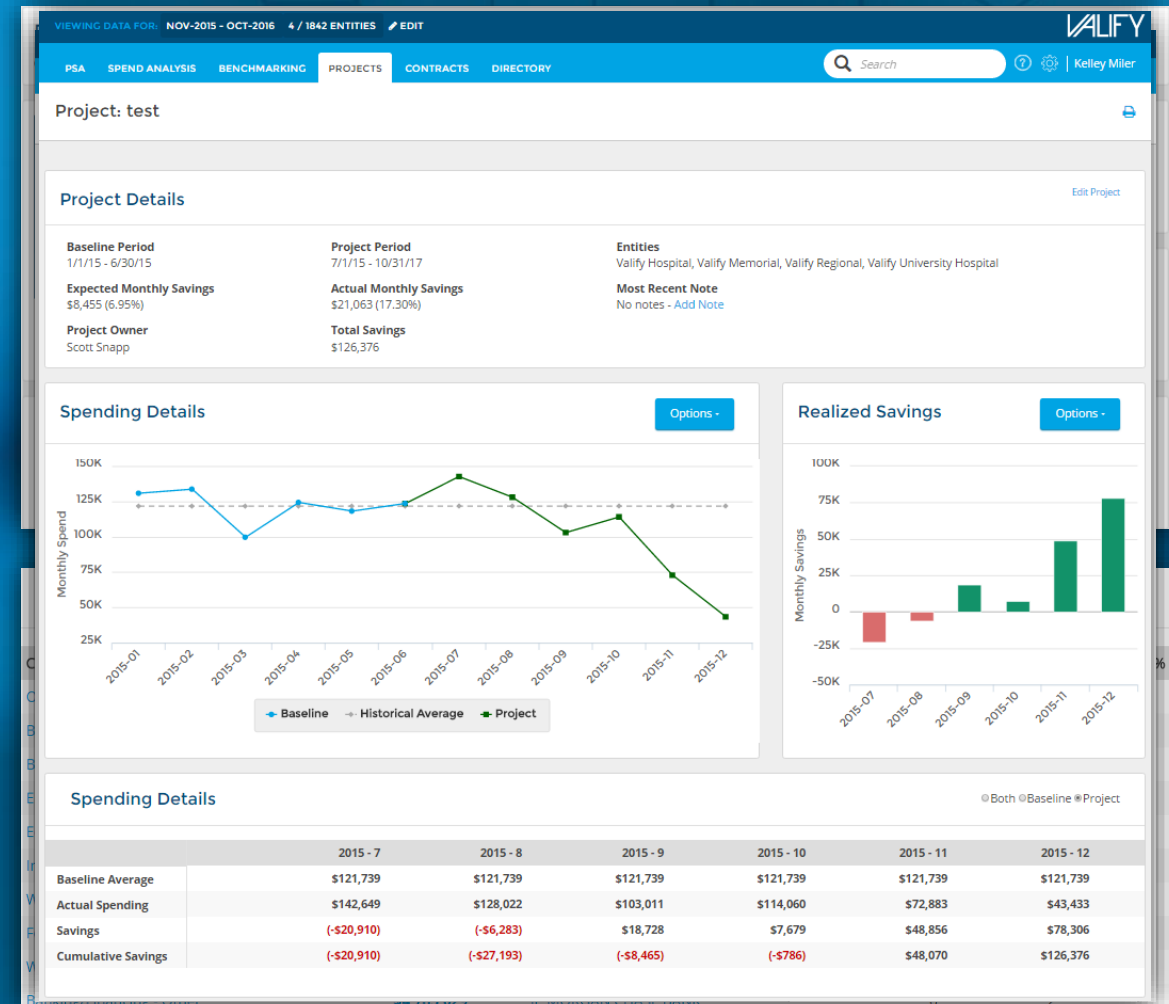
## Ancillary Services

140 subcategories including:

- Document Mgmt.
- Courier Services
- Interpretation Services

# PS Performance Analysis Assessment

- High level overview of total spend
- Opportunity to proactively monitor PS projects
- PS categories divided into 7 “service lines”
  - General Ledger Clean-up
  - Updated monthly
- Largest spend by category/vendor
- Opportunity Identification
  - Auto-notified when spend increase is over
- Consolidation opportunities
  - Standardization
  - negotiate pricing/utilization
- Benchmarks ranked (highest savings - lowest)
- Customized opportunity list



# Our spectrum of services\* for supply chain support.

From consulting to onsite management, we provide the additional level of support you need.

GPO Access	Consulting	Custom Support	Outsourcing
<ul style="list-style-type: none"> <li>• Best tier-pricing on pharmaceuticals, supplies and services</li> <li>• Conversion support</li> <li>• Spend analytics</li> </ul>	<ul style="list-style-type: none"> <li>• Spend cycle, Operational, FANS, and Pharmacy assessments</li> </ul>	<ul style="list-style-type: none"> <li>• GPO Access</li> <li>• Supply chain operational assessments</li> <li>• On-call Supply Chain support</li> </ul>	<ul style="list-style-type: none"> <li>• GPO Access</li> <li>• Full department management</li> <li>• Onsite personnel</li> </ul>

\*Access Fee Schedule Available Upon Request

# Consulting services tailored for community hospitals.

CHC Consulting services streamline your business practices:

Financial improvement	Operational improvement	Regulatory requirements	Strategic vision
<ul style="list-style-type: none"> <li>• Managed care evaluation</li> <li>• Productivity management</li> <li>• Revenue cycle assessment</li> <li>• Supply spend analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Operational assessment</li> <li>• Hospital management</li> <li>• Executive recruitment</li> <li>• Information technology</li> </ul>	<ul style="list-style-type: none"> <li>• Clinical quality</li> <li>• Community health needs assessment &amp; implementation strategy</li> <li>• Accreditation survey prep</li> </ul>	<ul style="list-style-type: none"> <li>• Hospital board advisory</li> <li>• Market assessment</li> <li>• Partnering and organizational alternatives</li> <li>• Strategy &amp; vision planning</li> </ul>



Experienced in all levels of hospital management.

# Unparalleled Expertise in Hospital Best Practices.



owning, managing, and consulting with hospitals.

Our goal:  
**help community hospitals like yours get better.**

## SAVINGS

### Northern Inyo Healthcare

Annual Supply Spend - \$10,700,000



### Projected Supply Spend Savings

22.76% or \$2,435,320/year

SECRET

- Supply chain expertise
- GPO on-boarding assistance
- Access to key financial metrics
- Ongoing supply chain oversight



The team at CHC has helped us significantly improve our hospital's performance while keeping control of the facility where it belongs – right here at home.”

-- Karen Barber, <sup>111</sup>CEO, Yoakum Community Hospital

# Savings and simplicity.



Know exactly what you are spending.



Leverage big group buying power.



Improve shrinking margins.

## Protect your bottom line.



CHC Supply Trust's support – both during the conversion process and on an ongoing basis as a member – is exemplary.”

*Director, Materials Management, Community Hospital, McCook, NE*



**Thank you!**



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

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

TO: NIHD Board of Directors  
FROM: Charlotte Helvie, MD, Chief of Medical Staff  
DATE: October 6, 2020  
RE: Medical Executive Committee Report

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

- A. Policies and Procedures (*action items*)
  - 1. *Pulmonary Function Testing*
  
- B. Medical Staff Survey Update (*information item*)

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

Title: Pulmonary Function Testing	
Scope: Cardiopulmonary	Manual: Cardiopulmonary
Source: Pulmonary Function Technician	Effective Date:

**PURPOSE:** Pulmonary Function Tests provide physiologic data to assess the pulmonary status.

**POLICY:**

1. It is the objective of the pulmonary function laboratory to provide accurate diagnostic measurements of pulmonary function. This will be achieved through quality control, quality assurance, compliance, and standardization set forth by the ATS(American Thoracic Society), AARC(American Association of Respiratory Care), GLI(Global Lung Initiative) and other medically recognized publications.

**Indications:**

1. Investigation of patients with symptoms/signs/investigations that suggest pulmonary disease e.g.(cough, wheeze, breathlessness, crackles, abnormal CXR)
2. Monitoring patients with known pulmonary disease for progression and response to treatment e.g. (Interstitial fibrosis, COPD, Asthma, Pulmonary vascular disease)
3. Investigation of patients with disease that may have a respiratory complication e.g.(connective tissue disorders, neuromuscular diseases)
4. Preoperative evaluation prior to e.g.(lung resection, abdominal surgery, Cardiothoracic surgery)
5. Evaluation of patients at risk of lung diseases e.g.(exposure to pulmonary toxins such as radiation, medication, or environmental or occupational exposure)
6. Surveillance following lung transplantation to assess for acute rejection, infection, obliterative bronchiolitis.

**Contraindications:**

1. Myocardial infarction within the last month
2. Unstable angina
3. Recent thoraco-abdominal surgery
4. Recent ophthalmic surgery
5. Thoracic or abdominal aneurysm
6. Current pneumothorax
7. Acute Respiratory Symptoms

**PROCEDURE:**

**1. Preparing PFT Machine**

1. Filling chemical absorbers
2. Appropriate gases are turned on and connected with adequate pressure

**2. Calibration**

1. QC(Quality Control) Gas Analyzers
2. QC Pneumotachometer
3. QC Spirometer

**3. Pulmonary Function Tests**

1. Basic spirometry
2. Spirometry Pre – Post Bronchodilator
3. DLCO / Lung Diffusion
4. Helium Dilution / Lung Volumes
5. Compas contents Manual has detailed steps on performing all tests and Quality Control

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

Title: Pulmonary Function Testing	
Scope: Cardiopulmonary	Manual: Cardiopulmonary
Source: Pulmonary Function Technician	Effective Date:

**REFERENCES:**

1. American Thoracic Society 2019
2. American Association of Respiratory Care 2011
3. Global Lung Initiative 2005-2017
4. Compas Contents Manual 2020

**CROSS REFERENCE P&P:**

1. Lippincott Procedures, Spirometry, pre- and post-bronchodilator administration, respiratory therapy  
<https://procedures.lww.com/lnp/view.do?pId=3261232&disciplineId=5686>
2. Lippincott Procedures, Helium dilution functional residual capacity measurement, respiratory therapy  
<https://procedures.lww.com/lnp/view.do?pId=3260212&disciplineId=5686>
3. Lippincott Procedures, Basic spirometry, Respiratory therapy  
<https://procedures.lww.com/lnp/view.do?pId=3261447&disciplineId=5686>
4. Lippincott Procedures, Carbon monoxide diffusing capacity, single-breath measurement, respiratory therapy  
<https://procedures.lww.com/lnp/view.do?pId=3260728&disciplineId=5686>
5. Lippincott Procedures, Thoracic gas volume measurement, helium dilution, respiratory therapy  
<https://procedures.lww.com/lnp/view.do?pId=3261217&disciplineId=5686>

<b>Approval</b>	<b>Date</b>
Cardiopulmonary Committee	6/9/2020
CCOC	6/15/2020
Medical Services/ICU Committee	8/6/2020
Infection Control Committee	9/22/2020
Medical Executive Committee	10/6/2020
Board of Directors	
Last Board of Directors Review	

Developed: 6/2020mn  
 Reviewed:  
 Revised:  
 Supersedes:  
 Index Listings:

CALL TO ORDER                    The meeting was called to order at 5:51 pm by Jean Turner, District Board Chair.

PRESENT                            Jean Turner, Chair  
Robert Sharp, Vice Chair  
Jody Veenker, Secretary  
Mary Mae Kilpatrick, Treasurer  
Topah Spoonhunter, Member-At-Large  
Kelli Davis MBA, Interim Chief Executive Officer and Chief Operating Officer  
Tracy Aspel RN, BSN, Chief Nursing Officer  
William Timbers MD, Interim Chief Medical Officer  
Stacey Brown MD, Chief of Staff  
Keith Collins, General Counsel, Jones and Mayer

OPPORTUNITY FOR PUBLIC COMMENT                    Ms. Turner reported 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 the Notice for this meeting. Comments in support of Northern Inyo Healthcare District (NIHD) reaching an agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Technical Unit were heard from Ms. Kaylyn Rickford.

STRATEGIC PLAN DEVELOPMENT WITH DAVID SANDBERG                    Interim Chief Executive Officer Kelli Davis, MBA provided a brief overview of NIHD's Strategic Planning efforts in recent years, suggesting that the District Board once again consider engaging Mr. David Sandberg with Cycle of Business to help with development of the District's next Strategic Plan. A more in-depth discussion of Strategic Planning efforts will take place at a future meeting of the District Board.

CLOSED SESSION                    At 5:55 pm Ms. Turner announced the meeting would adjourn to Closed Session to allow the District Board of Directors to discuss:  
A. Public Employee Performance Evaluation (*pursuant to Government Code Section 54957(b)*), title: Interim Chief Executive Officer.  
B. Conference with Labor Negotiators; Agency designated representative: Irma Moisa; Employee Organization: AFSCME Council 57 (*pursuant to Government Code Section 54957.6*).

Ms. Turner stated the Board did not anticipate that any reportable action would be announced following the conclusion of Closed Session.

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN                    At 7:54 pm the meeting returned to Open Session. Ms. Turner reported the Board took no reportable action.

ADJOURNMENT

The meeting adjourned at 7:55 pm.

\_\_\_\_\_  
Jean Turner, Chair

Attest:

\_\_\_\_\_  
Jody Veenker, Secretary

- CALL TO ORDER**                      The meeting was called to order at 5:30 pm by Jean Turner, District Board Chair.
- PRESENT**                                Jean Turner, Chair  
Robert Sharp, Vice Chair  
Jody Veenker, Secretary  
Mary Mae Kilpatrick, Treasurer  
Topah Spoonhunter, Member-At-Large  
Kelli Davis MBA, Interim Chief Executive Officer and Chief Operating Officer  
William Timbers MD, Interim Chief Medical Officer  
Allison Partridge RN, MSN, Chief Nursing Officer  
Charlotte Helvie MD, Chief of Staff  
Keith Collins, General Legal Counsel, Jones and Mayer
- OPPORTUNITY FOR PUBLIC COMMENT**                      Ms. Turner announced at this time persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board. Members of the audience will have an opportunity to address the Board on every item on the agenda, 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 the agenda for the meeting. No comments were heard.
- PIONEER HOME HEALTH BOARD INTRODUCTIONS**                      Pioneer Home Health Administrator Ruby Allen, RN introduced the following Pioneer Home Health (PHH) Board members to the Northern Inyo Healthcare District (NIHD) Board:
- Randy Van Tassell, PHH Board President
  - Marga Foote RN, PHH Secretary
  - Lynda Salcido, PHH Treasurer
  - Tom Boo MD, PHH Medical Director
  - Mary Mae Kilpatrick, PHH and NIHD Board member
  - Kelli Davis, pending PHH Board member and NIHD Interim Chief Executive Officer and Chief Operating Officer
- Doctor Boo and Ms. Salcido were unable to attend, but had provided written statements of introduction which were read aloud. The NIHD Board also introduced themselves and thanked the Pioneer Home Health Board for their years of dedicated service to the residents of this community.
- CHIEF NURSING OFFICER TRANSITION**                      NIHD Interim Chief Executive Officer (CEO) and Chief Operating Officer Kelli Davis, MBA welcomed Allison Partridge RN, MSN, incoming Chief Nursing Officer for NIHD. A presentation was provided as a fond farewell for outgoing Chief Nursing Officer Tracy Aspel RN, BSN, in sincere appreciation of her more than 40 years of dedicated service to the District.

STRATEGIC PLANNING  
DEVELOPMENT

Ms. Davis addressed the topic of Strategic Planning for the Healthcare District, stating that NIHD's current Plan was established in 2016 and it seems an appropriate time for that Plan to be reviewed and reassessed. The District has undergone significant change and experienced unexpected challenges in recent years, and planning for NIHD's direction going forward is essential. Transparency and strong stewardship are priorities of the District Board and District Administration, and leadership desires to move proactively forward with Strategic Planning sometime around the end of the month of October. Ms. Davis introduced David Sandberg with Cycle of Business, who has assisted the District with Strategic Planning efforts in the past. Mr. Sandberg provided a presentation on effective organizational planning, and at the conclusion of that presentation it was moved by Robert Sharp, seconded by Topah Spoonhunter, and unanimously passed to authorize District leadership to begin work on development of NIHD's next Strategic Plan.

INTERIM CHIEF  
EXECUTIVE OFFICER  
PLACEMENT ON  
PIONEER HOME  
HEALTH BOARD OF  
DIRECTORS

Ms. Turner stated that the Pioneer Home Health Board of Directors has approved NIHD Interim Chief Executive Officer Kelli Davis to serve as a member of the Pioneer Home Health Board, and that as sole owner of PHH the Healthcare District must also approve the placement of any new PHH Board members. It was moved by Mary Mae Kilpatrick, seconded by Mr. Sharp, and unanimously passed to approve NIHD Interim CEO Kelli Davis to serve as a member of the Pioneer Home Health Board of Directors.

ADMINISTRATOR ON  
CALL POLICY AND  
PROCEDURE  
APPROVAL

Ms. Davis called attention to a revised Policy and Procedure titled *Administrator-On-Call Policy*, noting that the only significant change is that the designated Administrator-On-Call must be close enough to the hospital to be on site within 60 minutes (rather than 30 minutes) of being called. It was moved by Ms. Kilpatrick, seconded by Jody Veenker, and unanimously passed to approve the revised *Administrator-On-Call Policy* as presented.

REVISED SAFE  
PATIENT HANDLING  
CHARTER

Tracy Aspel RN, BSN called attention to a revised *Safe Patient Handling Charter*, which specifies the membership and purpose of the District's Safe Patient Handling Committee. It was moved by Ms. Kilpatrick, seconded by Mr. Spoonhunter, and unanimously passed to approve the revised *Safe Patient Handling Charter* as presented.

CHIEF OF STAFF  
REPORT

Vice Chief of Staff Charlotte Helvie MD reported following careful review, consideration, and approval by the appropriate Committees the Medical Executive Committee recommends approval of the following District Wide Policies and Procedures:

POLICY AND  
PROCEDURE  
APPROVALS

1. *Admission, Documentation, Assessment, Discharge, and Transfer of Swing-Bed Patients*
2. *Adult Oxygen Protocol*
3. *Cardiopulmonary Department Cardiac Stress Tests*



4. *Chemotherapy Administration and Precautions*
5. *Discharging a Patient with a Hospital Administered Metered Dose Inhaler (MDI)*
6. *Omnicell Automated Dispensing Unit (ADU)*
7. *Potassium Intravenous Administration*
8. *Procedural Sedation*
9. *Pulmonary Function Testing*
10. *Vortran GO2VENT Use as Emergency Ventilator*
11. *Management of the Diabetic Patient (Insulin and Hyperglycemia Protocol)*

It was moved by Ms. Kilpatrick, seconded by Mr. Sharp, and unanimously passed to approve Policies and Procedures 1 through 11 as presented.

#### ANNUAL APPROVALS

Doctor Helvie also reported following careful review and consideration the Medical Executive Committee recommends approval of the following Annual Approvals:

1. *Standardized Procedure – Adult Health Maintenance for the Nurse Practitioner or Certified Nurse Midwife*
2. *Standardized Protocol – Adult Health Maintenance for the Physician Assistant*

It was moved by Mr. Sharp, seconded by Ms. Kilpatrick, and unanimously passed to approve both Annual Approvals as presented.

#### REVISED MEDICAL STAFF BYLAWS

Doctor Helvie called attention to revised NIHD Medical Staff Bylaws, the product of several months of review and effort on the part of the Medical Staff Bylaws Committee. Doctor Helvie noted that both District legal counsel and Medical Staff legal counsel find the proposed Bylaws to be in compliance with Joint Commission standards for Critical Access Hospitals. Director Turner noted that standard language regarding the relationship between the Medical Staff and the District Board has been deleted, and she stated that she would like additional time to consider this version of the Bylaws prior to voting on approval. Director Sharp suggested that the Bylaws revisions be outlined and explained to the NIHD Board in detail, and he additionally expressed his appreciation of the amount of time and effort spent on the part of the Medical Staff Bylaws Committee. A suggestion was made to form an NIHD Board Ad Hoc Committee to review the proposed Bylaws with Medical Staff leadership, following which it was determined that the Bylaws will be reviewed by the Ad Hoc Committee already established for the purpose of improving relationships between the NIHD Board and the NIHD Medical Staff. It was moved by Mr. Sharp, seconded by Ms. Kilpatrick, and unanimously passed to table approval of the revised NIHD Medical Staff Bylaws to a future meeting, and for the revised Bylaws to be discussed at a meeting of the Ad Hoc Committee established for the purpose of improving NIHD Board and Medical Staff relationships.

CONSENT AGENDA

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

1. *Approval of minutes of the August 19 2020 regular meeting*
2. *Interim Chief Executive Officer and Chief Operating Officer report*
3. *Interim Chief Medical Officer report*
4. *Chief Nursing Officer report*
5. *Financial and Statistical Reports as of August 31 2020*
6. *Compliance Department Quarterly report*
7. *Cerner Implementation update*

Following brief discussion it was moved by Mr. Sharp, seconded by Ms. Kilpatrick, and unanimously passed to approve 6 of the 7 Consent Agenda items as presented, with item 5, *Financial and Statistical Reports as of August 31 2020* being pulled from the Consent Agenda for more in-depth discussion. NIHD Financial Consultant Vinay Behl then reviewed those financial statements in greater detail, explaining that patient volume has improved more quickly than expected following the onset of the Covid 19 pandemic, and that the projected loss for the 2019/2020 fiscal year is now significantly lower than anticipated. Ms. Davis also noted that because of the improvement in the District's financial position, it is possible that the level of funding of the NIHD Defined Benefit Pension Plan may be increased. It was then moved by Mr. Sharp, seconded by Mr. Spoonhunter, and unanimously passed to approve the Financial and Statistical Reports as of August 31 2020 as presented.

BOARD MEMBER  
REPORTS

Ms. Turner then asked if any members of the District Board wished to report on any items of interest. Director Veenker reported that the Owens Valley Career Development Center (OVCDC) recently received grant money to fund a wellness navigator position. Luke Wilson, a student from Humboldt State University who specializes in rural health social work has been hired to fill that position. Director Spoonhunter reported he will likely be unable to attend the October regular meeting of the District Board, however he hopes to at least partially participate in the meeting via Zoom. Director Kilpatrick expressed concern about Bishop Community Health (BCH) beginning to offer healthcare services in this community. Ms. Davis stated that the Executive Team is aware of the situation and is keeping an eye on any potential exposure to decreased revenue that may result from the BCH opening. Director Sharp stated that he is looking forward to the upcoming Ad Hoc Committee meeting of the NIHD Board and NIHD Medical Staff representatives. No other reports were heard.

ADJOURNMENT TO  
CLOSED SESSION

At 7:23 pm Ms. Turner announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:

- A. Conference with Legal Counsel, existing litigation (*pursuant to Paragraph (1) of subdivision (d) of Government Code section 54956.9*). Name of case: Inyo County LAFCO and NIHD v.

SMHD, Case No. 3-2015-8002247-CY-WM-GDS-Sacramento County.

- B. Conference with Labor Negotiators, Agency Designated Representative: Irma Moisa; Employee Organization: AFSCME Council 57 (*pursuant to Government Code Section 54957.6*).
- C. Conference with Legal Counsel, existing litigation (*pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9*), claim of Lis J. Kuly.
- D. Discussion of a real estate negotiation regarding price, 152 Pioneer Lane, Bishop, California, agency negotiators Kelli Davis, MBA; and Nickoline Hathaway MD and Asao Kamei MD (*pursuant to Government Code Section 54956.8*).
- E. Confer with legal counsel regarding significant exposure to litigation (*Government Code Section 54956.9(d)(2)*), 1 matter involving invoices submitted by John Tremble.
- F. Public Employee Performance Evaluation (*pursuant to Government Code Section 54957(b)*) title: Interim Chief Executive Officer.

Ms. Turner stated the Board did not anticipate that any reportable action will be announced following the conclusion of Closed Session.

RETURN TO OPEN  
SESSION AND REPORT  
OF ACTION TAKEN

At 10:34 pm the meeting returned to Open Session. Ms. Turner reported that the Board took no reportable action.

ADJOURNMENT

The meeting adjourned at 10:35 pm.

\_\_\_\_\_  
Jean Turner, Chair

Attest:

\_\_\_\_\_  
Jody Veenker, Secretary

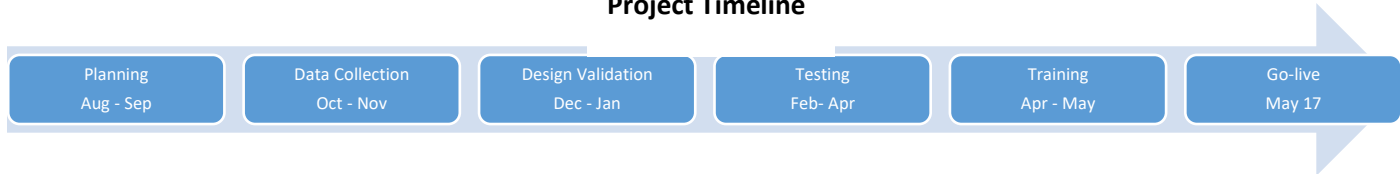


## NORTHERN INYO HEALTHCARE DISTRICT REPORT TO THE BOARD OF DIRECTORS FOR INFORMATION

Date: October 9, 2020

Title: **CERNER PROJECT UPDATE**

### Project Timeline



#### Narrative:

We have begun the data collection portion of the project. During this phase, we will collect data that will be provided to Cerner to populate certain tables. For example, we will provide our pharmacy formulary, our charge master file, and our item master list. In addition, we will provide descriptors like room numbers, appointment types, and exam names. Prior to providing this information to Cerner, we will need to review what we have and cleanup anything that we don't want loaded into Cerner. This cleanup process can be a time intensive endeavor that requires our expertise. One example of a cleanup activity is related to our order sets. Providers, nurses, pharmacy, radiology, surgery and emergency department staff to name a few, will review our current order sets to validate they are ready to be loaded into Cerner or make modifications so they can be loaded into Cerner.

As mentioned in last month's report, NIHD and Cerner continue to monitor the latest developments of the COVID-19 pandemic. We are adjusting some Cerner events that are normally conducted onsite and moved them to virtual events. Our project kick-off event on August 26 and 27 and our Learning and Adoption Workshop on September 29 were successfully conducted virtually using Microsoft Teams as our communication tool. We have scheduled the Workflow and Integration event on November 2 through November 5 and our Train the Trainer event on December 15 through December 17 to be conducted virtually. We will continue to monitor the pandemic and make adjustments accordingly for future events in 2021.

#### Top Five Accomplishments for this Reporting Period

1. **Project Communication:** The Communication Team has completed the development of the project logo (see header of this document). The first edition of our bi-weekly newsletter was distributed on September 29. We have developed a report to be communicated and a podcast of the report to be shared with our providers the first week of October.
2. **Risk Management:** The Risk Management Plan has been finalized. We will review the risks during the Steering Committee meetings approximately every six to eight weeks. This will provide focus on exhibiting or potential risks so that we can ensure we are applying our planned mitigation strategy.
3. **Early Data Collection and Weekly Solution Calls:** The early data collection calls for pharmacy, supply chain, and charge master have begun. The weekly solution calls for the other departments are either already underway or are scheduled.

4. **Workflow and Integration Event:** A core team is working on finalizing the schedule of 100+ meetings and the attendee list for each meeting. During this event Cerner will seek to understand our current workflows. They will educate us on which workflows will need to change and what the change looks like. We will adopt industry best practices and incorporate standardization. In addition, Cerner is a very integrated system. What data and how it is entered upstream impacts the staff that need to use it downstream. There are many system design decisions we will need to make that affect multiple departments. During this event we will schedule 20 – 30 meetings to discuss these design decisions with all the impacted parties.

5. **Changes in Scope of Work:**

- We are currently negotiating with Cerner to purchase the ECG module.
- We are currently evaluating a product to meet the January 1, 2021 Price Transparency requirement. This product would need to interface with AthenaHealth January 1 through May 16 and then Cerner beginning on May 16.

Issues or Concerns the Board of Directors Should Be Aware Of

1. None

Upcoming Events or Milestones

1. Workflow and Integration
2. Train the Trainer
3. Data collection cleanup and submission
4. Weekly application calls with our Cerner consultants

Prepared by: Daryl Duenkel, Project Manager, Wipfli  
Name and Title

Reviewed by: \_\_\_\_\_  
Name  
Title of Chief who reviewed

Approved by: \_\_\_\_\_  
Name  
Title of Chief who approved

<b>FOR EXECUTIVE TEAM USE ONLY:</b>	
Date of Executive Team Acceptance: _____	Submitted by: _____ Chief Officer

## **CONSTRUCTION PROJECT UPDATE, OCTOBER 2020**

As many of you may already be aware, construction on the firewall project came to a complete stop two months ago. At that time, the OSHPD State Fire Marshall conducted a project site visit and imposed additional changes be incorporated to a section of wall which had been previously approved by OSHPD. Construction to correct the deficiency had been executed, per approved plan, and near completion when the change was requested. These recommended changes would have required the teardown and reconstruction to 75' section of wall. After a considerable amount of correspondence and the project team's consistent efforts, the State Inspector allowed us to proceed on the project, as previously approved, therefore agreeing to disregard the additional changes and new directive. There have been a few additional clarifications needed which have already been submitted to OSHPD and we are expecting an approval by next week.

The project team is hopeful the Board will continue to understand the unique nature of this project and the many aspects that are out of our control.

Again, we are very close to completing the firewall project and ultimately leaving this problem behind us.

# Pioneer Home Health Care, Inc. and Hospice of the Owens Valley

## Update for Northern Inyo Hospital District Board Meeting

### October 21, 2020

- We are continuing to see an increase in home health referrals. As of today (October 9, 2020), we have surpassed the number of referrals for the entire years of 2019, 2018, 2017, and 2016 – and we have 3 more months of this year to go.
- We have been maintaining a daily census of 48-52. Again, higher than the last few years by 20+.
- Our total home health visit numbers are on track to be greater than any of the last six years.
- Medicare and private insurance billing took a fall after an unexpected loss of personnel at the end of June. However, our Medicare biller is getting caught up we have hired an experienced private insurance biller who is doing great work on our aged receivables and keeping accounts current.
- The newer Medicare PDGM payment system is proving to be helpful to our bottom line. Next year however, Medicare is changing the payment program again so will have to wait to see how we will be affected.
- We have a few vacancies: part-time RN, physical therapist, occupational therapist and CNAs/hospice aides. We have been cleared by the state to put on a 40-hour class to certify CNAs for home care, which is a requirement to work in the home without direct supervision. Once certified, the CNA will have the designation of Certified Home Health Aide. There is a need for this position in both the home health and hospice arenas, thus we continue to look for CNAs interested in these positions.
- As the Pioneer Home Health Care (PHHC) staff provides all of its own reception duties, payroll, billing, chart auditing, financials, supply management and scheduling in-house, we are in the process of clarifying and documenting all job duties along with a certain amount of cross-training to ensure accuracy and continuity of business processes.
- Hospice continues to have a fairly low census. We have touched base with a few hospice volunteers who have been on hiatus since COVID. We most likely will not put on another hospice training course for volunteers until things are more stable.
- To build community spirits and spread a little cheer, we are looking forward to holding small hospice fundraisers in conjunction with the Bishop Twin Theatre. The first will be on October 31<sup>st</sup>, at 1:00pm featuring Casper the Friendly Ghost, a family favorite, possibly in both sides of the theatre to maintain social distancing. Tickets are \$10 a person with a prize given to all who attend in costume. A costume contest will be held after the movie.

- PHHC’s annual Open House for home health and hospice education will not be held this year due to distancing restrictions.
- We are, however, still looking forward to our annual memorial, the “Light Up a Life” event. It will be held outdoors, on December 4<sup>th</sup> at 5:30pm in the evening at our office on Academy Avenue. This memorial event provides the community an opportunity to memorialize, honor, or remember a loved one during the holidays, while supporting hospice services in our community. This year has been especially tough, and everyone is welcome to this time of remembrance. Closer to the event, lights for the hospice tree can be purchased for \$10 at the office, or by mail. We will remain socially distanced and light refreshments will be served. Dress warm!
- The Inyo Register recently did a nice story on PHHC titled “Health Care Heroes Shine in Challenging Times” (September 26, 2020).
- Our staff and their families have remained COVID-free and are all healthy with improved infection control processes.
- Thank you Northern Inyo Hospital District, we value your continued support and partnership.



# *Bishop Twin Theatre*

*presents*



# **CASPER**

*October 31<sup>st</sup>, 2020 at*

*1:00pm*

*\$10.00 per person*



**COSTUME CONTEST!**

**FREE PRIZE  
FOR EVERY COSTUME!**

**SNACK BAR OPEN!**

*Presale tickets available at Pioneer Home Health Care*

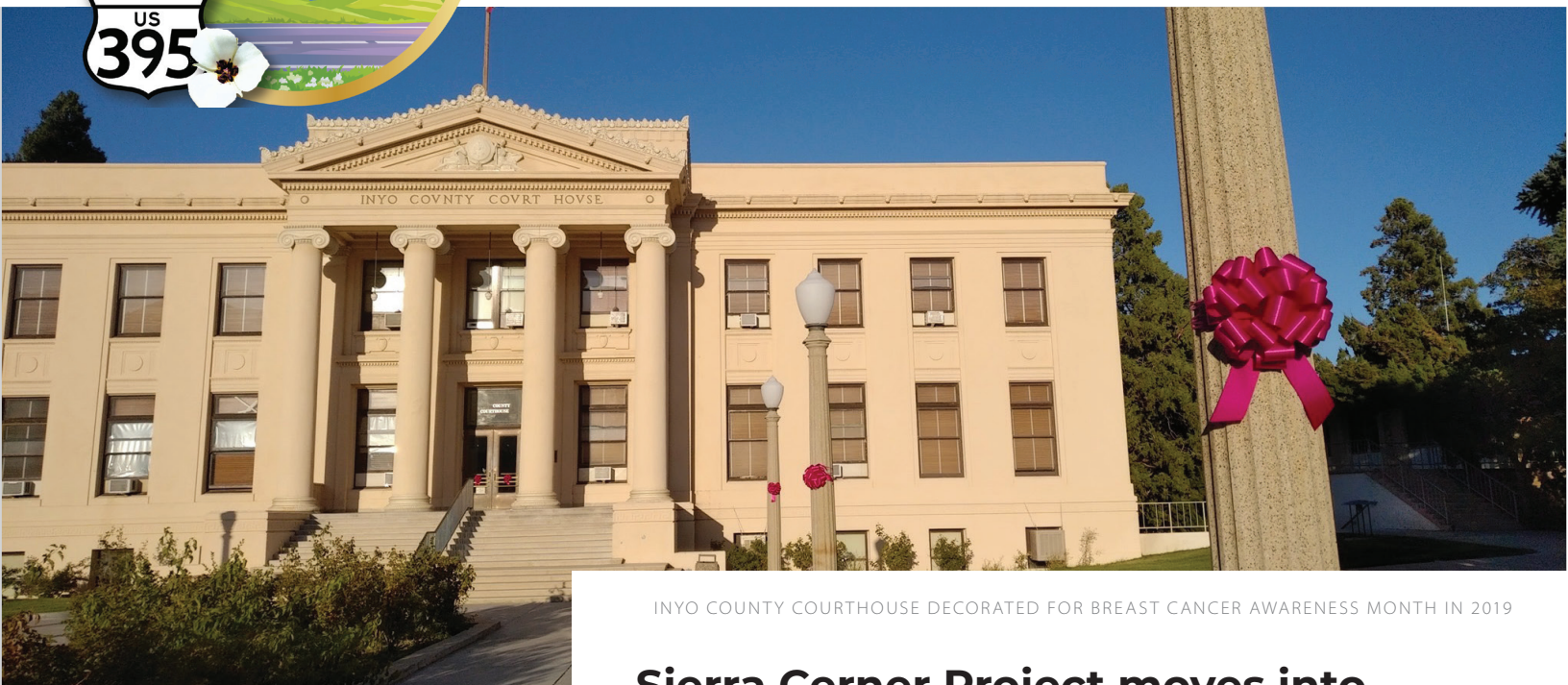
*363 Academy Avenue, Bishop 760/872-4663*

*Proceeds to benefit Hospice of the Owens Valley*



# NEWSLETTER

Produced bi-weekly during The NIHD Cerner Implementation



INYO COUNTY COURTHOUSE DECORATED FOR BREAST CANCER AWARENESS MONTH IN 2019

## Sierra Cerner Project moves into data collection phase

As Inyo settles into Autumn, NIHD and Cerner look to clean-up data points that will be used within Cerner to avoid futher issues down the road

By: Daryl Duenkel, *Wipfli*

We have begun the data collection portion of the project. During this phase we will collect data that will be provided to Cerner to populate certain tables.

For example, we will provide our pharmacy formulary, our charge master file, and our item master list. In addition, we will provide descriptors like room numbers, appointment type, and exam

names.

Prior to providing this information to Cerner, we will need to review what we have and cleanup anything that we don't want loaded into Cerner. This cleanup process can be a time intensive endeavor that requires our expertise.

One example of a cleanup activity is related to our order sets. Providers, nurses, pharmacy, radiology, surgery and emergency department staff to name a few, will review our current order sets to validate they are ready to be loaded into Cerner or make modifications so they can be loaded into Cerner.

*Continued on page 3*



- Awash in Data this Fall P1
- Our Top Five Accomplishments so far P2
- SMEs & SUs Event Schedule At a Glance P3
- Halloween Fun P4
- Best Team, Ever! P4



The people who are crazy enough to think they can change the world are the ones who do."

-- Apple Founder Steve Jobs



## Status update

*Continued from page 1*

As mentioned in last month's report, NIHD and Cerner continue to monitor the latest developments of the COVID-19 pandemic. We are adjusting some Cerner events that are normally conducted onsite and moved them to virtual events.

Our project kick-off event on August 26 and 27 and our Learning and Adoption Workshop on September 29 were successfully conducted virtually using Microsoft Teams as our communication tool.

We have scheduled the Workflow and Integration event on November 2nd through November 5th and our Train the Trainer event on December 15 – 17 to be conducted virtually.

We will continue to monitor the pandemic and make adjustments accordingly for future events on 2021.

### Upcoming Events or Milestones

- Workflow and Integration
- Train the Trainer
- Data collection cleanup and submission
- Weekly application calls with our Cerner consultants.

## Top Five Accomplishments for this Reporting Period

### Project Communications

The Communications Team has completed the development of the project logo (*see front page of this document*). We have developed a report to be communicated and a podcast of the report to be shared with our providers the first week of October.

### Risk Management

The Risk Management Plan has been finalized. It includes all the known potential risks to our project and how we will address each if they occur. We will review the risks during the Steering Committee meetings approximately every six to eight weeks. This will provide focus on exhibiting or potential risks so that we can ensure we are applying our planned mitigation strategy.

### Early Data Collection and Weekly Solution Calls

The early data collection calls for pharmacy, supply chain, and charge master have begun. The weekly solution calls for the other departments are either already underway or are scheduled.

### Workflow & Integration Event

A core team is working on finalizing the schedule of 100+ meetings and the attendee list for each meeting. During this event Cerner will seek to understand our current workflows. They will educate us on which workflows will need to change and what that change looks like. In addition, Cerner is a very integrated system. What data and how it is entered upstream impacts the staff that need to use it downstream. There are many system design decisions we will need to make that affect multiple departments. During this event we will schedule 20 – 30 meetings to discuss these design decisions with all the impacted parties.

### Changes in Scope of Work

We are currently negotiating with Cerner to purchase the ECG module. We are currently evaluating a product to meet the January 1, 2021 Price Transparency requirement. This product would need to interface with AthenaHealth January 1 – May 16 and then Cerner beginning on May 16.



*Subject Matter Expert & Super User At-A-Glance Schedule*

Event	Date	Subject Matter Experts	Super Users
Workflow & Intergration	Nov. 2-5	Yes	Yes
IT Prep Workshop	Dec. 8	Yes -- PM	
Train the Trainer	Dec. 15-17		Yes
IT 1 Clinical	Feb. 2-4	Yes	Yes
IT1 Financial	Feb. 9-11	Yes -- Billing	Yes -- Billing
IT1.5 Clinical	March 2-4	Yes	Yes
IT1.5 Financial	March 9-11	Yes -- Billing	Yes -- Billing
IT 2 Clinical	April 6-8	Yes	Yes
IT 2 Financial	April 13-15	Yes -- Billing	Yes -- Billing
Training Dates <i>(will vary, specifics to come)</i>	April 15-May 14		Yes
Go-Live Daily Meetings	May 17-28	Yes	Yes
Go-Live End User Support	May 17-28		Yes

## Quote of the Week

With Daryl Duenkel

Every successful project begins with the desire to change and to make improvements that achieve a common goal. That goal is based on our shared values of who we are and why we deliver outstanding services to our patients.



In my career I have worked with many outstanding organizations and teams. I've worked with teams that have struggled with change and I have worked with teams that embrace change.



The excitement and inertia of the team early in our project is palpable and contagious.”

I am so impressed by NIHD's strong desire and willingness to make changes that enhance our ability to deliver an even higher quality of care. The excitement and inertia of the team early in our project is palpable and contagious. I see it in the team's delivery of assignments, and I hear it in their voices.

We have created a large, inclusive team that represents our entire organization and I'm so excited to work with each and everyone.



### Sierra Cerner Newsletter

*Published every two weeks during the implementation of the Cerner Electronic Medical Record system*

### Communications Team

*Daryl Duenkel, Wipfli  
Barbara Laughon  
Linda Ramos  
Sarah Yerkes*

## ROI Committee report

Membership: Kelli Davis, Tracy Aspel, Dr Will Timbers, Vinay Behl

1 Benefit plans

Work group concluded  
recommendations

2 Medical Plans

Appointment of Broker and  
workgroup concluded  
recommendations

3 Revenue cycle comprehensive audit

Audit in progress

4 Community Hospital Corp GPO supply chain

New GPO up for appointment

5 Coding supplementary contract

Stabilize Coding operations

Urology Revenue	
September 2019 - March 2020	
Provider	Revenue
ERCOLANI_	135,872.00
Emergen	12,208.00
Med/Sur	9,364.00
OP Diagn	302.00
OP Nursi	2,130.00
Patholog	6,019.00
Specialty	52,348.00
Surgery	53,501.00
MILLER_JC	54,846.81
OP Diagn	978.81
Patholog	1,139.00
Specialty	52,729.00
SU_DANIEL	48,471.00
OP Diagn	479.00
Patholog	8,206.00
Specialty	34,958.00
Surgery	4,828.00
Grand Total	239,189.81

Urology Provider Expense	
September 2019 - March 2020	
Provider	Expense
Ercolani	191,506.60
Call Day Fee	9,000.00
Consulting Fee	144,000.00
Mileage	407.10
Travel Day	30,000.00
Travel Exp	8,099.50
Miller	25,645.77
Chart Work	4,000.00
Clinic Days	20,000.00
Mileage	1,645.77
Su	82,691.53
Call Day Fee	6,000.00
Consulting Fee	63,000.00
Mileage	675.12
Travel Day	12,000.00
Travel Exp	1,016.41
Grand Total	299,843.90

Revenue	
Emergency	12,208.00
Med/Surg	9,364.00
OP Diagnostics	1,759.81
OP Nursing Series	2,130.00
Pathology	15,364.00
Specialty Clinic	140,035.00
Surgery	58,329.00
Total Revenue	239,189.81
Operating Expenses	
Call Day Fee	15,000.00
Chart Work	4,000.00
Clinic Days	20,000.00
Consulting Fee	207,000.00
Mileage	2,727.99
Travel Day	42,000.00
Travel Exp	9,115.91
Overhead Expense	41,140.65
Med supplies & H>HER	17,939.24
Total Expenses	358,923.78
<b>Net Income/(Loss)</b>	<b><u><u>(119,733.97)</u></u></b>

Type (Multiple Items)

Provider	Consult, Charting, On Call Days
Ercolani	19
Miller	12
Su	9
Grand Total	40

213

5.325 Average Days/Mo.

Type (Multiple Items)

Provider	Consult, Charting, On	Sum of Amount
Ercolani	19	153,000.00
Miller	12	24,000.00
Su	9	69,000.00
Grand Total	40	246,000.00

Type (Multiple Items)

Provider	Travel	Sum of Amount
Ercolani	16	38,506.60
Miller	3	1,645.77
Su	8	13,691.53
Grand Total	27	53,843.90



<u>NEST INCOME/EXPENSES</u>	Fiscal 20-21
Operating Revenue	
Inyo County Grant Funds	24,000.00
Hospital Revenue	6,500.00
Total Revenue	30,500.00
Operating Expenses	
Salary & Wages	118,945.00
Benefits	74,935.35
Non-Benefit Expenses	
Supplies	24,000.00
Contract Services	
Other Department Expenses	46,388.55
Utilities	
Other Fees	
Total Operating Expenses	264,268.90
Net Operating Income/(Loss)	(233,768.90)

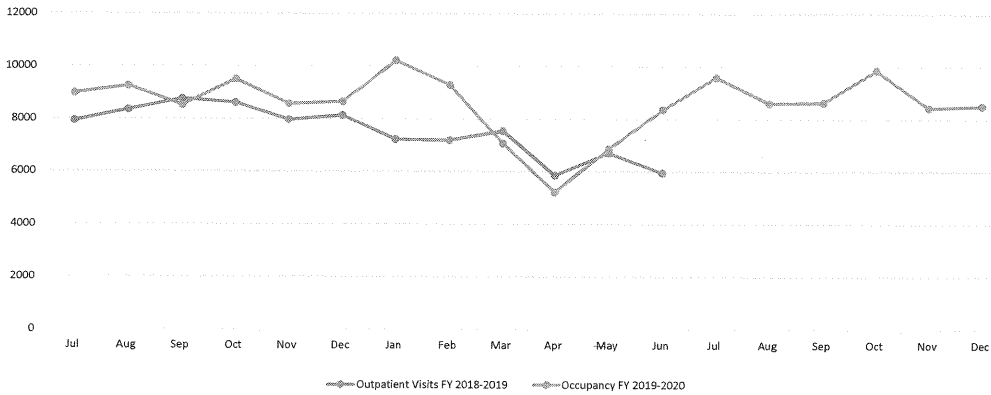
NIHD Statistics FY 2020

NIHD Statistics FY 2021

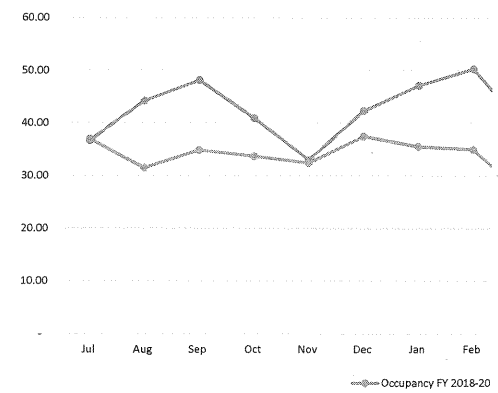
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Acute Patient Days	240	191	211	203	216	247	218	228	172	144	162	196	263	275	232	185	197	225
Swing Bed Census Days	7	15	23	14	3	16	10	7	6	6	10	30	42	44	34	46	51	52
Observation Days	39	38	36	44	32	27	47	36	23	10	24	37	44	32	46	45	33	28
Total Inpatient Utilization	286	244	270	261	251	290	275	271	201	160	196	263	349	351	312	277	281	305
Average Daily Inpatient Census	9.2	7.9	9.0	8.4	8.4	9.4	8.9	9.3	6.5	5.2	6.3	8.8	11	11	10	9	9	10
ER Visits	889	868	641	767	726	703	825	736	601	338	542	626	691	639	581	644	610	590
ER Visits per Day	28.7	28.0	21.4	24.7	24.2	22.7	26.6	25.6	19.4	11.3	17.5	20.9	22	21	19	21	20	19
Operating Room Inpatients	23	19	20	23	16	21	21	17	9	9	14	23	23	18	28	26	18	23
Operating Room Outpatients	93	90	104	118	92	82	104	83	66	13	52	68	120	85	82	109	85	75
RHC Visits	2377	2675	2437	2597	2423	2545	2989	2795	2179	1784	2166	2411	2670	2614	2535	2634	2458	2581
NIA Clinic Visits	1924	2027	1864	2030	1951	1829	2034	1844	1145	1165	1507	1924	1792	1794	1918	1701	1635	1532
OP Visits	4678	4549	4222	4878	4203	4279	5196	4652	3747	2274	3183	4025	4431	3558	4139	4878	3735	3802
Total Hospital & Clinic OP Visits													9584	8605	9173	9857	8436	8506
Occupancy	0.32	0.25	0.28	0.27	0.29	0.33	0.29	0.30	0.23	0.17	0.22	0.26	0.35	0.37	0.31	0.25	0.26	0.30
Discharges	114	86	87	92	86	125	99	106	83	62	81	83	100	114	106	111	104	151
Discharges w/o Newborns	93	67	70	79	75	102	86	93	69	52	73	70	86	90	86	82	78	105
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Occupancy FY 2018-2019	36.65	44.26	48.13	40.90	32.93	42.32	47.10	50.29	38.58	37.87	33.94	37.47						
Occupancy FY 2019-2020	36.90	31.48	34.84	33.68	32.39	37.42	35.48	34.97	25.94	20.65	25.29	33.94	45.03	45.29	41.60	41.50	44.18	39.41
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Outpatient Visits FY 2018-2019	7928	8346	8762	8615	7968	8134	7212	7182	7540	5855	6703	5951						
Occupancy FY 2019-2020	8979	9251	8523	9505	8577	8653	10219	9291	7071	5223	6856	8360	9584	8605	8636	9857	8436	8506
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Inpatient Census Days 2019	248	220	242	265	318	333	282	211	284	315	286	253						
Inpatient Census Days 2020	286	244	270	261	251	290	275	271	201	160	196	263	349	351	312	277	281	305

750

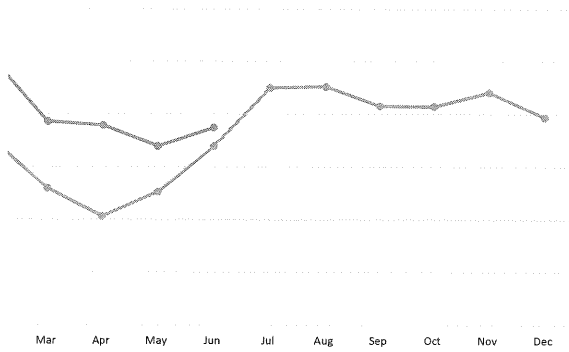
Utilization OP visits



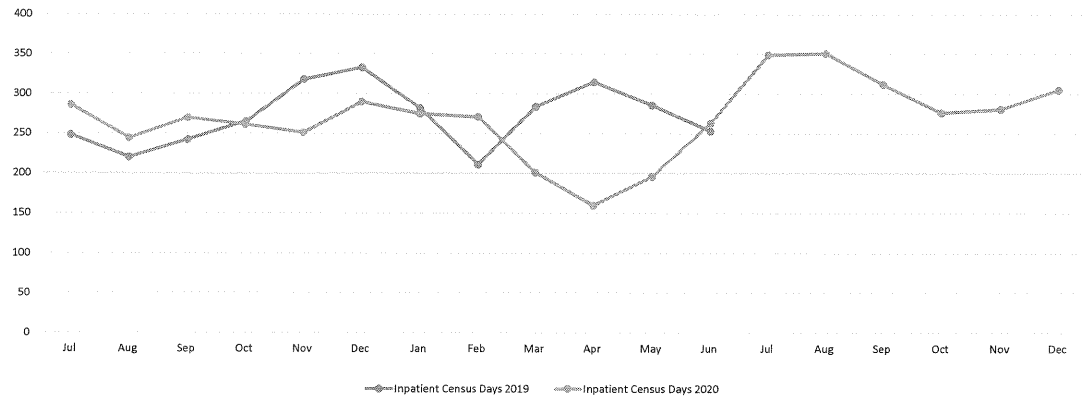
Utilizator



Utilization-Inpatient visits



Utilization IP Census Days



Occupancy FY 2018-2019    Occupancy FY 2019-2020

Inpatient Census Days 2019    Inpatient Census Days 2020

Northern Inyo Healthcare District  
Preliminary Statement of Revenues, Expenses, and Changes in Net Position  
As of September 30, 2020

	Month To Date 08/31/2020 Projected	Month To Date 08/31/2020 Actual	Month To Date 07/31/2020 Actual	Year To Date 08/31/2020 Actual	Year To Date 08/31/2019 Actual
Gross Patient Service Revenue					
Inpatient Revenue	2,852,175	3,105,168	3,201,903	6,307,071	4,951,590
Outpatient Revenue	10,179,757	10,143,215	10,836,051	20,979,266	22,618,233
Clinic Revenue	850,000	740,693	901,868	1,642,561	1,893,972
Total Gross Patient Service Revenue	13,881,931	13,989,076	14,939,822	28,928,898	29,463,795
Deductions from Revenue					
Contractual Adjustments	5,830,411	5,574,736	6,012,139	11,586,875	3,929,545
A/R Writeoffs		18,522	34,107	52,629	1,656,048
Other Deductions from Revenue		0	0	0	1,269,757
Total Deductions from Revenue	(5,830,411)	(5,593,258)	(6,046,246)	(11,639,504)	(4,315,836)
Other Patient Revenue					
Incentive Revenue		16,232	31,005	47,237	39,171
Non-athena Patient Revenue		7,007	13,114	20,121	22,893
Legacy Net Medical Office Activity		0	0	0	392
Total Other Patient Revenue		23,239	44,119	67,358	62,456
Total Net Patient Revenue	8,051,520	8,419,057	8,937,695	17,356,752	25,210,415
Grant Revenue	0	0	0	0	28,000
Cost of Services					
Salaries & Wages	2,164,345	2,263,143	2,244,335	4,507,478	4,502,311
Benefits	1,381,164	1,444,212	1,285,813	2,730,025	2,702,362
Professional Fees	1,482,019	1,549,670	1,656,025	3,205,695	3,095,575
Pharmacy	291,197	304,490	176,452	480,942	601,257
Medical Supplies	227,086	237,452	373,322	610,774	666,304
Hospice Operations	-	0	0	0	(130,000)
Other Direct Costs	470,819	492,311	592,164	1,084,475	850,331
Bad Debt	122,992	128,607	193,962	322,569	1,547,786
Total Cost of Services	6,139,622	6,419,885	6,522,073	12,941,958	14,095,926

General and Administrative Overhead					
Salaries & Wages	311,974	326,215	341,944	668,159	724,047
Benefits	220,295	230,351	280,576	510,927	590,291
Professional Fees	190,658	199,361	215,925	415,286	172,830
Depreciation and Amortization	335,579	350,898	348,949	699,847	714,880
Other Administrative Costs	257,153	268,892	221,002	489,894	617,470
Total General and Administrative Overhead	<u>1,315,660</u>	<u>1,375,717</u>	<u>1,408,396</u>	<u>2,784,113</u>	<u>2,819,518</u>
Financing Expense	120,000	119,677	121,150	240,826	463,635
Financing Income		0	0	0	372,678
Investment Income	31,000	29,010	49,812	78,821	85,140
Miscellaneous Income	50,000	52,266	91,226	143,492	149,934
Change in Net Position	<u>557,238</u>	<u>585,054</u>	<u>1,027,114</u>	<u>1,612,168</u>	<u>8,467,088</u>

Northern Inyo Healthcare District  
Balance Sheet  
As of August 31, 2020

	Month Ending 08/31/2020
	Actual
<b>Assets</b>	
<b>Current Assets</b>	
Cash and Liquid Capital	11,801,390.02
Short Term Investments	45,327,163.65
PMA Partnership	667,978.00
Accounts Receivable, Net of Allowance	16,402,273.12
Other Receivables	1,531,732.37
Inventory	2,152,267.39
Prepaid Expenses	1,713,539.76
<b>Total Current Assets</b>	<b>79,596,344.31</b>
<b>Assets Limited as to Use</b>	
Internally Designated for Capital Acquisitions	1,193,798.87
Short Term - Restricted	150,626.79
<b>Limited Use Assets</b>	
LAIF - DC Pension Board Restricted	1,306,860.18
DB Pension	13,632,410.00
PEPRA	5,338.00
<b>Total Limited Use Assets</b>	<b>14,944,608.18</b>
Revenue Bonds Held by a Trustee	3,333,616.43
<b>Total Assets Limited as to Use</b>	<b>19,622,650.27</b>
<b>Long Term Assets</b>	
Long Term Investment	1,775,245.86
Fixed Assets, Net of Depreciation	75,881,143.99
<b>Total Long Term Assets</b>	<b>77,656,389.85</b>
<b>Total Assets</b>	<b>176,875,384.43</b>
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Current Maturities of Long-Term Debt	2,049,901.61
Accounts Payable	3,164,681.31
Accrued Payroll and Related	8,480,147.42
Accrued Interest and Sales Tax	345,726.75
Notes Payable	8,927,627.95
Unearned Revenue	14,683,879.37
Due to 3rd Party Payors	2,341,874.36
Due to Specific Purpose Funds	(25,097.72)
Other Deferred Credits - Pension	3,481,539.70
<b>Total Current Liabilities</b>	<b>43,450,280.75</b>
<b>Long Term Liabilities</b>	
Long Term Debt	39,253,947.15
Bond Premium	426,588.68
Accreted Interest	14,846,849.00
Other Non-Current Liability - Pension	32,705,323.00
<b>Total Long Term Liabilities</b>	<b>87,232,707.83</b>

Suspense Liabilities	<u>55,491.52</u>
Uncategorized Liabilities	<u>169,941.67</u>
Total Liabilities	<u>130,908,421.77</u>
Fund Balance	
Fund Balance	<u>43,051,089.75</u>
Temporarily Restricted	<u>2,345,415.60</u>
Net Income	<u>570,457.31</u>
Total Fund Balance	<u>45,966,962.66</u>
Liabilities + Fund Balance	<u>176,875,384.43</u>