

October 21 2020 Regular Meeting

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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

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*).

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

Approval	Date
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), AFECIO
(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 2, 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), AFICIO, hereinafter referred to as the Union or as AFSCME.

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

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

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

ARTICLE 2
RECOGNITION

The District recognizes AFSCME as the exclusive collective bargaining representative for the representation unit comprised of 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 ~~and to~~ 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~~ 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~~ 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~~ 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 Whistleblowers, 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 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 read 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 permitted to traverse in public passageways in order to access the foregoing work areas.

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

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

B. Bargaining Release Time

For contract negotiations:

1. Release and Compensation of Union Bargaining Team Members
 - a. The Union shall notify the District at least two (2) weeks in advance of the first collective bargaining meeting of the names of the employees who will serve as Union bargaining team members. If necessary, the Union will provide the District at least twenty-four (24) hours' notice prior to any subsequent bargaining meetings of changes to the Association's bargaining team. Bargaining meetings for contract negotiations following the initial contract will be mutually agreed upon with a set number of hours.
 - 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 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 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~~ ^{time}.

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~~ 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 nonwork time and the nonwork 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, ~~internet~~ to conduct union business with union employees as long as this use occurs during 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~~ 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. 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 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 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 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 interrupted 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 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 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 be 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 paye

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 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 records.

- 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 records.
 - 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 or 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 IMPROVEM ENT 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 ~~ops~~, 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 ~~his~~ 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 ~~aid~~ 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 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 110 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 ~~pre-settling~~ settling 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~~ at 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~~ one (21) days following receipt of the Step 2 grievance, the ~~District~~ 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~~ 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 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 (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 ~~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 preexisting 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 posthearing 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 posthearing 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 define 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 total 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 inhouse 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 or 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 Districtwide 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 position. Regular benefited status hours must be achieved through a combination of actual hours worked, service education, education leave, bereavement leave, jury duty, administrative call (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 0.0175 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, service education, and administrative call (Low Census Day). The non-benefited status category is as follows:

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

Per Diem and Part Time NonBenefited employees are generally nonbenefited unless qualified as follow: 1) Per Diem and Part Time NonBenefited 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 NonBenefited 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 NonBenefited 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 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 (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 up 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 nonbenefited. 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 nonbenefited employees shall be compensated like Per Diem employees as may be referenced in the employee contract 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 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 nonavailability, 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 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 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 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 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 15:00:00.
- C. Night Shift: Night shift workers are paid twenty five (25%) shift differential for any hours worked between 23:00:00.

ARTICLE 22
STANDBY/CALLBACK

- A. An employee is on standby call whenever the employee is not working 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 Callback 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 ~~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~~ one-half or double time rates.

ARTICLE 23 REPORTING PAY

- A. An employee shall be paid a minimum two (2) hours ~~straight~~ of the employee's base pay, reporting pay, only:
 1. If the employee is required to report on a ~~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 ~~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 ~~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 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-~~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 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 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 Fulltime benefited, Parttime benefited, and Parttime nonbenefited 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 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. 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 phone~~ via 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 protected leave of absence or if the absence is due to an infectious disease 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 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. Preapproved 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 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/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 as 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. 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 clock 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. Attendance 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 12 month period, excluding technical issues with the timeclock which are brought to the attention of 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 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 do 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 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 (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 top 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 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 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 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 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 need 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, Fulltime and Parttime employees shall make the following monthly contributions:

Basic Plan	1/1/2021	1/1/2022
Employee Only	11.50	111.07
Employee +1	214.60	271.78
Employee +2 or More	311.56	311.56
Basic Plus Plan	1/1/2021	1/1/2022
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 Medical insurance health plan coverage shall receive cash in lieu of benefits of \$167.00 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 to 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 coordinated 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 ~~one~~ ^{year} ~~open~~ in March 2021. The Parties agree to ~~re~~ ^{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~~ ^{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~~ 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~~ ^{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~~ ^{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 ~~700%~~ ^{700%} 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 ~~sixty~~ (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 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~~. 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 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; 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~~ 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 holiday ~~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 holiday ~~s in 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 fulltime and parttime 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 ~~also~~ be 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 ~~they~~ 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.
- 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 ~~be~~ ~~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 ~~important~~ 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 (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 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 DISEASE S

- A. The District shall provide information and training to employees on communicable diseases and/or disease to which he/she may have routine or 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 implemented 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 ~~data~~, the need for ~~offite~~ 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 end 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 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 ~~hereafter~~ after 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

JOB TITLE DESCRIPTION
ACCOUNTS PAYABLE CLERK
ACCOUNTSRECEIVABLE 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 JOSEPHHOUSE
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
NETWORKSYSTEMS 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

JOB TITLE DESCRIPTION	ENTRY LEVEL? (X IF YES)
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

JOB TITLE DESCRIPTION	PAY GRADE CODE	MINIMUM	MAXIMUM
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 1	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 BACKOFFICE 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

