

FIRST MEMORANDUM OF UNDERSTANDING

to the

CONTRACT

between

CARSON TAHOE REGIONAL HEALTHCARE

and the

CARSON-TAHOE HEALTHCARE EMPLOYEES ASSOCIATION

(January 1, 2022 – December 31, 2024)

This First Memorandum of Understanding (“MOU”) is agreed and entered in to by Carson Tahoe Regional Health Care (“Hospital”) and the Carson-Tahoe Healthcare Employees Association (“Association”), who may be referred to individually herein as a “Party” or collectively as the “Parties,” and concerns the Hospital offering Extra Shift Bonus Agreements to Employees in the Bargaining Unit represented by the Association.

WHEREAS, the Hospital and the Association are parties to the collectively bargained Contract between Carson Tahoe Regional Health Care and the Carson-Tahoe Healthcare Employees Association effective January 1, 2022, through December 31, 2024 (the “Contract”),

WHEREAS, the Hospital has recognized the Association as the exclusive bargaining agent for the “Bargaining Unit” Employees as set forth in Article 3 of the Contract (“Employees”),

WHEREAS, the Hospital is continually engaged in efforts to recruit and retain Employees and wishes to eliminate, or at least reduce, its reliance on “traveling employees” to provide patient care and fulfill its mission,

WHEREAS, the Hospital will realize a substantial reduction in costs by eliminating or reducing its reliance on traveling employees,

WHEREAS, the Hospital wishes to offer Extra Shift Agreements to Employees possessing certain qualifications and skills to further its efforts to eliminate or reduce its reliance on traveling employees,

WHEREAS, the Extra Shift Agreements concern and affect terms and conditions of employment for Employees, and the Parties have bargained accordingly,

NOW THEREFORE, the Parties agree as follows:

1. The Hospital may offer Extra Shift Bonus Agreements to Employees in the form provided in Exhibits A and B, attached hereto and incorporated into this MOU. There shall be no alterations to the form or substantive content of Exhibits A and B unless

mutually agreed upon by the Parties. In the event of any conflict between Exhibits A and B and this MOU, this MOU will be controlling.

2. An Extra Shift Bonus will be paid for each Extra Shift worked by an Employee during a work week in which the Employee also works all regularly assigned shifts.
3. An Employee will not lose an Extra Shift Bonus as a result of the Hospital flexing the Employee.
4. An Employee who calls out or fails to report for an extra or regularly assigned shift during a work week will not earn an Extra Shift Bonus for that work week unless the Employee makes up the missed shift. The fact that an Employee calls out for and fails to make up a missed shift during a work week shall not affect the Employee's entitlement to Extra Shift Bonuses for other work weeks.
5. Extra Shift Bonus Agreements will be offered to Employees in the following order: first to Full-time Employees; second to Part-time Employees; and, then to other individuals outside the Bargaining Unit.
6. The term of this MOU will be concurrent with the term of the Contract and expire on December 31, 2024. Upon mutual agreement of the Parties, this MOU may be renewed at that time or the contents hereof may be placed in the successor agreement to the Contract.

FOR THE HOSPITAL

Michelle Miller

Michelle Miller, Vice President
and Chief Human Resource Officer

Dated: 7/29/2022

FOR THE ASSOCIATION

Tina Chill

Tina Chill, Vice-President

Dated: 8/3/22

Exhibit A
CTHEA-CTH First MOU – 8/3/2022

Exhibit A
CTHEA-CTH First MOU – 8/3/2022

Carson Tahoe Health
 Extra Shift Bonus Program Agreement for
 Registered Nurses, CT Technologists and Respiratory Therapists
 Emergency, Inpatient Nursing, Labor and Delivery, BHS, LTACH, CT, and RT
 (CTHEA Approved August 3, 2022)

This Agreement is made and entered into as of this ____ day of August 2022 between Carson Tahoe Health (“CTH”) and _____ (“Employee”).

CTH and Employee agree that CTH will pay a bonus to Employee as an incentive for successfully meeting the below defined regular and extra shifts commitment on the Emergency, Inpatient Nursing, Labor and Delivery, BHS, LTACH, CT or RT Units at CTH. **Bonuses are subject to social security (FICA), federal and other applicable withholding taxes.**

1. In order to receive the bonus, the Employee agrees as follows:

- a. Employee agrees to work in an emergency/inpatient/BHS staff nurse, CT Tech, or Respiratory Therapist capacity on the aforementioned units for one (1) or two (2) full shifts in addition to their current, regular shift assignment for a defined eight (8) or twelve (12) week period (“Extra Shifts”). For working Extra Shifts pursuant to this Agreement, Employee will receive a \$750 bonus for each Extra Shift, in addition to straight-time or overtime pay, as applicable, for hours actually worked. **The \$750 bonus for each Extra Shift will be paid at the end of the eight- or twelve-week period of this Agreement.**

Commitment Agreement to:	Bonus Incentive per Extra Shift	Total Bonus Amount Based on one Extra Shift per 8 Week Commitment	Initial Next to Your Commitment
1 Extra Shift per week	\$750	\$6000	
Commitment Agreement to:	Bonus Incentive per Shift	Total Bonus Amount Based on one Extra Shift per 12 Week Commitment	Initial Next to Your Commitment
1 extra shift per week	\$750	\$9000	

- b. The Agreement period begins on Sunday, _____ and ends on Saturday _____. The incentive period selected is indicated by the Employee's initials above.
- c. Employee agrees to work all Extra Shifts as assigned and scheduled by participating department.
- d. Employee agrees to maintain at all times current licensure, certification, and/or course completions and competencies as defined by the Employee's job description with no restrictions, as well as any other job requirements.
- e. Employee agrees to comply with CTH policies and performance expectations.
- f. Employee agrees to only accept Extra Shift assignment(s) commensurate with Employee's demonstrated competency, experience, and any other requirements indicated by the department leadership.

2. CTH agrees to:

Upon successful completion of this Agreement, CTH will pay Employee the Extra Shift Bonus within thirty (30) days of its end date.

3. Employee acknowledges and agrees that CTH will not owe the bonus to the employee if:

- a. The Employee fails to successfully complete any portion of their regular and Extra Shift assignments on a participating unit during the defined Agreement period. In such case, the total Extra Shift bonus will be pro-rated and payable only on Extra Shifts worked in addition to the Employee's regularly assigned shifts during the relevant work week.
- b. Employee fails to accept Extra Shift assignment(s) from leadership;
- c. Employee "calls in" for any shift, regular or extra, during the defined Agreement period and does not make up the missed shift.
- d. Employee fails to maintain job requirements or meet performance expectations.

4. Bonus eligibility:

- a. On-call shifts do not constitute a worked shift. If Extra Shifts are not available in any week, by mutual agreement, the end date of this Agreement may be extended to allow Employee to work additional Extra Shifts. In the absence of such agreement, the total bonus amount will be prorated based on the number of Extra Shifts actually worked during the period of the Agreement.
- b. Employee may be flexed from Extra Shifts. In the event Employee is flexed from an Extra Shift, Employee will still receive the Extra Shift bonus, but Employee will not receive any pay for hours not actually worked.

5. Miscellaneous:

- a. Employee acknowledges and agrees that this Agreement does not guarantee the Employee will work any or all hours of assigned Extra Shifts, which are subject to flexing due to low census. Nothing in this Agreement alters the Employee's

employment status with CTH, which is governed by CTH Policy or the CTHEA Contract, as applicable.

- b. The form and content of this Agreement have been approved by the Carson-Tahoe Healthcare Employees Association ("CTHEA").

Employee CLEARLY Printed Name Employee Signature/Date

Department + Unit Employee's ID Number

Employee's Title

Extra Shift Department Leader/HR Representative Signature

Extra Shift Department Leader: Signature below indicates that the director has verified that Employee has met all criteria to receive bonus as defined above. ***PLEASE ATTACH SCHEDULE AND TIME DETAIL REPORT FOR AGREEMENT PERIOD, WHICH IDENTIFIES ALL EXTRA SHIFTS WORKED.**

*Only completed paperwork including the signed copy of this Agreement along with schedule and timekeeping detail at the time of Agreement completion should be sent to HRinfo@carsontahoe.org. Everyone who signs an Agreement should be logged into the shared SmartSheet for tracking financial projections.

Extra Shift Agreement FAQs

Q: What happens if I call off for a shift?

A: Calling off will affect your ability to receive a bonus. The total bonus payments will be prorated based on Extra Shifts and regularly assigned shifts worked during the work weeks covered by the Agreement.

Q: Why am I being flexed?

A: When flexing is needed, Employees working Extra Shifts pursuant to the Extra Shift Bonus Program will be considered for flexing first. This ensures all employed and contracted staff get their guaranteed hours. We want to make sure everyone is getting their minimum required hours whenever possible given organizational and community needs.

Q: I do not work in these “approved” areas, am I still eligible to pick up Extra Shifts?

A: Yes, if you meet the minimum requirements with licensure, certifications, and competencies to float to a unit identified as in need you are eligible for the Extra Shift Bonus Program. Please note that your primary job and department are your priority. You cannot alter your primary job and department schedules to accommodate picking up Extra Shifts in other areas. You must have your leader’s authorization to pick-up any Extra Shifts as there may be a greater need in your primary department.

Q: Are per diems eligible?

A: Yes. However, per the CTHEA Contract, Extra Shifts are first offered to Full- and Part-time Employees. Otherwise, a per diem Employee may sign an Extra Shift Agreement to work shifts above and beyond the per diem policy requirements and collect Extra Shift Bonus payments in the same manner as Full- and Part-time Employees.

Exhibit B
CTHEA-CTH First MOU – 8/3/2022

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Carson Tahoe Health

Extra Shift Bonus Program Agreement for

Certified Nursing Assistants, Techs, Sitters

Inpatient Nursing, Emergency Department, Monitor Tech Department, BHS, and Sitter Pool

(CTHEA Approved August 3, 2022)

This Agreement is made and entered into as of this _____ day of August 2022 between Carson Tahoe Health (“CTH”) and _____ (“Employee”).

CTH and Employee agree that CTH will pay a bonus to Employee as an incentive for successfully meeting the below defined regular and extra shifts commitment on Inpatient Nursing, Emergency Department, Monitor Tech Department, BHS, and Sitter Pool Units at CTH. **Bonuses are subject to social security (FICA), federal and other applicable withholding taxes.**

1. In order to receive the bonus, the Employee agrees as follows:

- a. Employee agrees to work in a Certified Nursing Assistant/Tech/Sitter capacity on the aforementioned units for one (1) or two (2) full shifts in addition to their current, regular shift assignment for a defined eight (8) or twelve (12) week period (“Extra Shifts”). For working Extra Shifts pursuant to this Agreement, Employee will receive a \$400 bonus for each Extra Shift, in addition to straight-time or overtime pay, as applicable, for hours actually worked. **The \$400 bonus for each Extra Shift will be paid at the end of the eight- or twelve-week period of this Agreement.**

Commitment Agreement to:	Bonus Incentive per Extra Shift	Total Bonus Amount Based on one Extra Shift per 8 Week Commitment	Initial Next to Your Commitment
1 Extra Shift per week	\$400	\$3200	
Commitment Agreement to:	Bonus Incentive per Shift	Total Bonus Amount Based on one Extra Shift per 12 Week Commitment	Initial Next to Your Commitment
1 extra shift per week	\$400	\$4800	

- b. The Agreement period begins on Sunday, _____ and ends on Saturday _____. The incentive period selected is indicated by the Employee's initials above.
- c. Employee agrees to work all Extra Shifts as assigned and scheduled by participating department.
- d. Employee agrees to maintain at all times current licensure, certification, and/or course completions and competencies as defined by the Employee's job description with no restrictions, as well as any other job requirements.
- e. Employee agrees to comply with CTH policies and performance expectations.
- f. Employee agrees to only accept Extra Shift assignment(s) commensurate with Employee's demonstrated competency, experience, and any other requirements indicated by the department leadership.

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